

# **CONSTITUTION & BYLAWS**

## **ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION**

**District 2, Algoma**

## **EDUCATIONAL SUPPORT STAFF BARGAINING UNIT**

**Effective May 15, 1999**

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## **TABLE OF CONTENTS**

<b>ARTICLES</b>		<b>PAGES</b>
	Definitions .....	3
ARTICLE 1	Name and Authority .....	4
ARTICLE 2	Objectives .....	4
ARTICLE 3	Membership .....	4
ARTICLE 4	Dues and Levies .....	4
ARTICLE 5	Organization .....	4
ARTICLE 6	Meetings .....	5
ARTICLE 7	Standing Committees .....	6
ARTICLE 8	Amendments .....	6
 <b>BYLAWS</b>		
BYLAW 1	Acceptable Format for All Meetings .....	7
BYLAW 2	Executive Session .....	7
BYLAW 3	General Meetings .....	7
BYLAW 4	Executive/Council of Representatives Meetings .....	7
BYLAW 5	ESS Executive/Council of Representatives Meetings by Teleconference. ....	8
BYLAW 6	Quorum .....	8
BYLAW 7	Voting .....	8
BYLAW 8	Elections .....	8
BYLAW 9	Duties of Members .....	11
BYLAW 10	Duties of Bargaining Unit Executive .....	11
BYLAW 11	Duties of the Executive Members .....	11
BYLAW 12	Duties of Council of Representative Members .....	14
BYLAW 13	Annual General Meeting .....	17
BYLAW 14	Delegates to the ESS Annual General Meeting .....	18
BYLAW 15	Amendments .....	18
BYLAW 16	Vacancies .....	19
BYLAW 17	Area Organization .....	19
BYLAW 18	Finances .....	19
BYLAW 19	Committees .....	20
BYLAW 20	Finance Committee .....	20
BYLAW 21	Collective Bargaining Committee .....	21
BYLAW 22	Ratification Procedures .....	21
BYLAW 23	Constitution Committee .....	22
BYLAW 24	Elections/Nominations Committee .....	22
BYLAW 25	Grievance Committee .....	22
BYLAW 26	Grievances .....	22
BYLAW 27	Appeals Committee .....	23
BYLAW 28	Grievance Appeals .....	23
BYLAW 29	Delegate Selection for OSSTF Workshops/Conferences .....	24
BYLAW 30	Delegates to the Annual Meeting of the Provincial Assembly .....	25
BYLAW 31	President's Salary .....	25
BYLAW 32	Anti-Harassment and Anti Bullying Policy .....	25
BYLAW 33	Anti-Harassment Appeals Procedure .....	25
BYLAW 34	Professional Development Funding Policy .....	26
BYLAW 35	Retiree Gift Policy .....	26
 <b>ATTACHMENTS</b>		
	Anti-Harassment and Anti-Bullying Policy .....	28
	Professional Development Funding Policy .....	34
	Retiree Gift Policy .....	37

## **DEFINITIONS**

### In this Constitution:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "Bargaining Unit" shall be the Educational Support Staff Bargaining Unit which is OSSTF's Organization of those Members for whom OSSTF hold bargaining rights under the appropriate legislation.
3. "District" shall mean Algoma District 2 OSSTF.
4. "Member" shall mean a member of the ESS Bargaining Unit of District 2 Algoma – OSSTF.
5. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
6. "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.
7. "Policy" shall mean a stand or 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.
8. "General Meeting" shall mean a meeting of the Bargaining Unit Membership to conduct the business of the unit.
9. "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 of OSSTF.
10. "Area Representative" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within an Organizational area.
11. "Organizational Area" shall mean an organization sub-division of the Bargaining Unit as defined in the Bylaws.
12. The "Immediate Past President" shall be the person who held position of the President immediately prior to the current President.
13. "Workplace Representative" shall mean a member of the Bargaining Unit in each workplace who is designated to coordinate OSSTF activities at a workplace.
14. "Days" shall mean calendar days.

## **Article 1     Name and Authority**

- 1.1     This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, Algoma District 2, Educational Support Staff Bargaining Unit.
- 1.2     Any part of the Bargaining Unit Constitution, Bylaws, Policies and/or Procedures which are in contravention of the Provincial and District OSSTF Constitutions, Bylaws, Policies and/or Procedures are null and void.

## **Article 2     Objectives**

- 2.1     The objectives of the ESS Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2     The ethics of the ESS Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

## **Article 3     Membership**

- 3.1     The Members shall include employees in the following classifications: Office, Clerical, Technical, Educational Assistants and Noon Hour Assistants employed by the Algoma District School Board and the Noon Hour Aides employed by the Huron-Superior Catholic District School Board who are Members of OSSTF.

## **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
  - 5.1.2     There shall be an Executive consisting of the following voting Members:
    - 5.1.2.1     President
    - 5.1.2.2     Vice President
    - 5.1.2.3     Secretary
    - 5.1.2.4     Treasurer

- 5.1.2.5 Chief Negotiator (elected by CBC)
- 5.1.2.6 Two Joint Health and Safety Officers representing the North, Central and East Areas
- 5.1.2.7 Constitution and Bylaw Officer
- 5.1.2.8 Equity, Anti-Racism & Anti-Oppression Officer
- 5.1.2.9 Grievance Officer
- 5.1.2.10 other ad hoc/standing committee officers (non-voting) as deemed necessary by the Executive.
- 5.2 Bargaining Unit Council of Representatives
  - 5.2.1 There shall be a Council of Representatives consisting of:
    - 5.2.1.1 The Bargaining Unit Executive
    - 5.2.1.2 One Area Representative from each Organizational Area. The Organizational Areas shall be defined in Bylaws.
    - 5.2.1.3 Immediate Past President (one year term)
    - 5.2.1.4 Casual Representative
    - 5.2.1.5 Noon Hour Assistant Representative
    - 5.2.1.6 Roman Catholic Noon Hour Aides Representative
    - 5.2.1.7 Educational Assistant Representative
    - 5.2.1.8 Secretarial Representative.
    - 5.2.1.9 or any other positions as directed by the Provincial Constitution, Policies and/or Bylaws.

## **Article 6 Meetings**

- 6.1 The frequency of Executive/Council of Representatives Meetings shall be established in the Bylaws.
- 6.2 There shall be an Annual General Meeting as defined by the Bylaws.
  - 6.2.1 The Bargaining Unit shall hold an Annual General Meeting open to all members who may speak on any matters upon recognition by the Chair.
  - 6.2.2 Only Members may move motions and vote at the Annual General Meeting.

- 6.3 General Meetings may be convened in accordance with the Bylaws.
- 6.4 The rules of order which govern the Bargaining Unit shall be the Rules of Order contained in the current edition of the OSSTF Handbook and the most recent available edition of Roberts Rules of Order Newly Revised.

## **Article 7 Standing Committees**

- 7.1 There shall be the following Bargaining Unit Standing Committees:
  - 7.1.1 Collective Bargaining Committee
  - 7.1.2 Finance Committee
  - 7.1.3 Constitution Committee
  - 7.1.4 Elections Committee
  - 7.1.5 Grievance Committee
  - 7.1.6 Appeals Committee
  - 7.1.7 Pay Equity Committee
  - 7.1.8 Status of Women Committee
  - 7.1.9 Communications/Political Action Committee
  - 7.1.10 Educational Services Committee
- 7.2 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive/Council of Representatives Meeting.

## **Article 8 Amendments**

- 8.1 Amendments to the Constitution may be made at a General Meeting as provided in the Bylaws.
- 8.2 Amendments to the Constitution Articles may be made by two-thirds majority vote of the Members present, eligible to vote and voting, provided that:
  - a) notice of said amendments shall have been given in writing to the President at least twenty (20) calendar days prior to the Annual General Meeting; and
  - b) the President has forwarded to the workplaces notice of such amendments not less than ten (10) calendar days prior to the Annual General Meeting.

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

## **BYLAWS**

### **Bylaw 1 Acceptable Format for All Meetings**

- 1.1 All meetings must allow for simultaneous aural communication as per the most recent edition of *Robert's Rules of Order*.

### **Bylaw 2 Executive Session**

- 2.1 A body shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.
- 2.2 The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this house move into Executive Session, with the chairperson in the chair and the doors tyled."
- 2.3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF/FEESO.
- 2.4 The Minutes of an Executive Session shall be read and acted upon only in Executive Session. The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the body's public record unless the body specifically directs otherwise.
- 2.5 Within Executive Session, the standard rules of order shall be followed unless the body specifically directs otherwise.

### **Bylaw 3 General Meetings**

- 3.1 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.
- 3.2 Notice of the other General Meetings shall be given in writing at least five (5) working days in advance of the meeting.
- 3.3 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.

### **3.4 Electronic Meeting – Platform**

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

- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 All Electronic Meetings shall be subject to the rules adopted by the Bargaining Unit Membership, Executive, Committees, and by the OSSTF Rules of Order.
- 3.4.5 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 7.

#### **Bylaw 4 Executive/Council of Representatives Meetings**

- 4.1 The Bargaining Unit Executive/Council of Representatives shall meet at the call of the President but not less than five (5) times per school year.
- 4.2 The Bargaining Unit President shall call a meeting of the Executive/Council of Representatives when at least three Members of the Executive make such a request in writing to the President.

#### **Bylaw 5 ESS Executive/Council of Representatives Electronic Meetings**

- 5.1 When a need arises for a formal decision by the ESS Executive/Council of Representatives between regularly scheduled Executive/Council of Representatives Meetings, an electronic meeting may be held at the call of the Bargaining Unit President.
- 5.2 Notice of the meeting will be made at least five (5) days prior.
- 5.3 The meeting shall only be held outside of normal working hours.
- 5.4 The normal quorum for a meeting of the ESS Executive/Council of Representatives shall apply.
- 5.5 The Bargaining Unit President or designate shall Chair the meeting.
- 5.6 Minutes of the meeting will be recorded.

#### **Bylaw 6 Quorum**

- 6.1 A quorum for meetings of the Executive/Council of Representatives shall be a simple majority of its Members present, eligible to vote and voting.
- 6.2 A quorum for all Bargaining Unit meetings, including Annual Meetings shall be those Members present, eligible to vote and voting.

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

## **Bylaw 7 Voting**

- 7.1 Any Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.
- 7.2 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.
- 7.3 Each member of the Executive/Council of Representatives shall be entitled to cast one vote.

## **7.4 Electronic Meeting: Voting**

### **7.4.1 Electronic Meeting: Voting**

- 7.4.1.1 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.
- 7.4.1.2 Voting using the designated platform can only occur for motions pertaining to the business of the Bargaining Unit Membership, Executive, or Committees.
- 7.4.1.3 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.
- 7.4.1.4 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.
- 7.4.1.5 The Voting or Polling System can be used as long as it displays the results of a vote.
- 7.4.1.6 The use of video display should be used to present motions and/or documents to the membership.
- 7.4.1.7 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
- 7.4.1.8 The meeting link shall be open at least 15 minutes prior to the start of the meeting.
- 7.4.1.9 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.

- 7.4.1.10 Quorum shall be as designated as per the Constitution and Bylaws.
- 7.4.1.11 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.
- 7.4.1.12 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.
- 7.4.1.13 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
- 7.4.1.14 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 8 Elections**

- 8.1 Elections for the Executive shall occur in odd numbered years by secret ballot in all workplaces or by electronic voting through the designated voting platform, within 7 (seven) days, immediately following the Annual General Meeting.
- 8.2 Only Members of the Bargaining Unit may be candidates for office.
  - 8.2.1 All members of the Bargaining Unit may run for the following Executive positions: President, Vice President, Secretary, Treasurer, Constitution and Bylaw Officer, Equity, Anti-Racism & Anti-Oppression officer, Grievance Officer.
  - 8.2.2 Health and Safety Officer – East – Only members from the North Shore Area may run for this position.
  - 8.2.3 Health and Safety Officer – North/Central – Only members from Wawa, Chapleau, Hornepayne, Sault Ste. Marie and Central Algoma may run for this position.
- 8.3 Elections for the following Council of Representatives positions shall occur in odd numbered years by secret ballot in all workplaces or by electronic voting through the designated voting platform, within 7 (seven) days immediately following the Annual General Meeting.
  - 8.3.1 Status of Women Officer
  - 8.3.2 Communications/Political Action Officer
  - 8.3.3 Education Services Officer

- 8.4 Area Representatives – Only members from each of the Geographic Areas may run for their respective Area Representative position.
- 8.5 Job Class Representatives - Only members from each of the job classes may run for their respective job class representative position. In the event that no nominations are received for a job class representative position, that position will remain vacant for the duration of the term.
  - 8.5.1 Casual Representative – Only Casual members may run for this position. In the event that no nominations are received for the casual representative position, that position will remain vacant for the duration of the term or a permanent member may be elected or appointed to that role.
  - 8.5.2 Noon Hour Assistant Representative – Only Noon Hour Assistant members may run for this position.
  - 8.5.3 Roman Catholic Noon Hour Aides Representative – Only Roman Catholic Noon Hour Aides members may run for this position.
  - 8.5.4 Secretarial Representative – Only Secretaries may run for this position.
  - 8.5.5 Educational Assistant Representative – Only Educational Assistants may run for this position.
- 8.6 The term of office for the Bargaining Unit Executive and Council of Representatives shall be two (2) years, from August 15 to August 14.
- 8.7 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 and Council of Representatives, and to tally and record the results of the workplace vote within 7 (seven) days immediately following the Annual General Meeting.
- 8.8 Candidates who wish to indicate their intention to run for office must submit their name, supported by two other Members' signatures, to the Chair of the Elections Committee, at least eleven (11) days prior to the election.
  - 8.9.1 The Chair of Nominations Committee will communicate the names of the eligible nominees for Executive and Council positions to all members of the Bargaining Unit no later than seven (7) days prior to the election.
  - 8.9.2 Nominees whose nominations have been received on time as per Bylaw 8.8, to offices for which only one nomination has been received, shall be deemed to be acclaimed to that office.
- 8.10 Any Member of the Bargaining Unit may be nominated "from the Floor" supported by two (2) other Members to offices that have no nominees as of the date of the Annual General Meeting.

- 8.11 The nominees shall be allowed three (3) minutes for a speech at the Annual General meeting. The order of speeches shall be determined by the order the positions are listed in Article 5.
- 8.12 Elections for all positions on the Bargaining Unit Executive shall be by a majority vote by secret ballot of eligible members and shall occur in workplaces within 7 (seven) days immediately following the Annual General Meeting of the Educational Support Staff Bargaining Unit.
- 8.13 Eligibility of members to vote in elections of the Bargaining Unit Executive is as follows:
- 8.13.1 All members of the Bargaining Unit may vote for the following Executive positions: President, Vice President, Secretary, Treasurer.
- 8.13.2 Members from the North, Central and East areas may vote for their respective Joint Health and Safety Officers.
- 8.13.3 Members from each of the geographic areas may vote for their respective Area Representatives.
- 8.13.4 Members from each of the job classes may vote for their respective job class representatives: Casual Representative, Noon Hour Assistant Representative, Educational Assistant Representative, Secretarial Representative and Roman Catholic Noon Hour Aides.
- 8.14 Elections shall be conducted in the workplace by the Workplace Representative(s)
- 8.15 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.
- 8.16 A candidate who receives a majority of the votes cast on any ballot shall be declared elected. Should no candidate receive a majority on the first ballot, the candidate receiving the fewest number of votes shall be dropped from succeeding ballots until a candidate receives a majority and is elected. In the event that the two lowest candidates receive the same number of votes, and there are more than three candidates, both of the tied candidates shall be dropped.
- 8.17 If a second ballot is required to get a majority vote, voting will occur within 7 (seven) days in the workplace.
- 8.18 The same protocol will be followed until all positions are filled by a majority vote.
- 8.19 A defeated candidate shall not drop down to run for another position.
- 8.20 If the vote is conducted at the workplace, the results of the vote will be reported to the Elections Committee by the Workplace Representative(s) who conducted the vote prior to leaving work on the day of the vote. Votes conducted using the electronic platform will be reported as soon as the results are made available.

- 8.21 The results of the vote will be communicated to member worksites the following day.
- 8.22 Workplace Representative(s) will post and/or distribute to all members the result of the vote.

#### **Bylaw 9 The Duties of Members**

- 9.1 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 By Law 5 – Rights, Privileges and Duties, Section 2 - Duties of Members.

#### **Bylaw 10 Duties of the Bargaining Unit Executive**

- 10.1 The Executive shall:
- 10.1.1 manage the affairs of Bargaining Unit between General Meetings
  - 10.1.2 approve a Bargaining Unit Budget by the first Executive/Council of Representatives meeting in the new fiscal year
  - 10.1.3 establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the Membership or ratification at the Annual General Meeting
  - 10.1.4 establish ad hoc committees and their terms of reference when required
  - 10.1.5 communicate regularly with the Members of the Bargaining Unit regarding the management of the Bargaining Unit's Business
  - 10.1.6 establish procedures for ratification of the Collective Agreement
  - 10.1.7 fill any vacant position on the Executive/Council of Representatives, with the exception of the position of the President which shall be filled in accordance with the ByLaws.

#### **Bylaw 11 Duties of the Executive Members**

- 11.1 The President shall:
- 11.1.1 assume the role of Chief Executive Officer for the Bargaining Unit
  - 11.1.2 call and preside over all Executive/Council of Representatives and General Meetings
  - 11.1.3 be the official liaison and representative between the Bargaining Unit and the Algoma District School Board and the Huron Superior Catholic School Board
  - 11.1.4 be the official spokesperson of the Bargaining Unit
  - 11.1.5 act as signing authority of the Bargaining Unit

- 11.1.6 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook
- 11.1.7 represent the Bargaining Unit on the District Executive
- 11.1.8 represent the Bargaining Unit on the District Finance Committee
- 11.1.9 act as liaison between the District and the Bargaining Unit Executive and Members
- 11.1.10 report to the Bargaining Unit Executive at each Executive/Council of Representatives meeting
- 11.1.11 report to the Members at the Annual General Meeting
- 11.1.12 be an ex-officio member of all Bargaining Unit committees
- 11.1.13 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled
- 11.1.14 attend and represent the Bargaining Unit at Provincial Council meetings and provide a written report to the Bargaining Unit Executive
- 11.1.15 represent all Members of the Bargaining Unit fairly
- 11.1.16 attend applicable Provincial, Regional and/or District workshops and Meetings.
- 11.1.17 attend the Annual meeting of the Provincial Assembly (AMPA).

**11.2 The Vice-President shall:**

- 11.2.1 in the absence of the President, perform the President's duties
- 11.2.2 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
- 11.2.3 attend all Labour Management Committee meetings
- 11.2.4 be a member of the Finance Committee
- 11.2.5 be a member of the Grievance Committee
- 11.2.6 carry out the duties as may be assigned by the President.

**11.3 The Secretary shall:**

- 11.3.1 keep record of the minutes of all Bargaining Unit Executive/Council of Representatives and General Meetings
- 11.3.2 send a copy of the minutes to each Member of the Bargaining Unit Executive/Council of Representatives within ten (10) days of the meeting.

11.3.3 carry out the duties as may be assigned by the President.

**11.4 The Treasurer shall:**

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

11.4.2 provide a financial report at each meeting of the Bargaining Unit Executive/Council of Representatives and at the Annual General Meeting

11.4.3 represent the Bargaining Unit on the District Finance Committee

11.4.4 act as Chair of the Finance Committee

11.4.5 present a financial report to the AGM regarding the status of the Bargaining Unit finances

11.4.6 present a DRAFT budget to the Executive/Council of Representatives for approval at the June Executive Meeting

11.4.7 present the final budget to the Executive/Council of Representatives for approval no later than September 30th

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

11.4.9 carry out the duties as may be assigned by the District Treasurer

11.4.10 carry out the duties outlined in the Bargaining Unit and the Provincial Office Bylaws

11.4.11 carry out the duties as may be assigned by the President.

**11.5 The Chief Negotiator shall:**

11.5.1 Chair the Bargaining Unit Collective Bargaining Committee

11.5.2 present negotiation priorities to the Executive/Council of Representatives for approval prior to commencing negotiations

11.5.3 present the negotiation brief to Executive/Council of Representatives for information

11.5.4 report regularly to the Executive/Council of Representatives and the Members

11.5.5 present the tentative agreement to the Membership for ratification

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

11.5.7 carry out the duties as may be assigned by the President.

**11.6 The Health and Safety Representative(s) shall:**

- 11.6.1 represent the Bargaining Unit as member(s) of the Board's Joint Health and Safety Committee
- 11.6.2 attend Provincial Health and Safety Conference(s)/meetings
- 11.6.3 perform inspections at work sites as assigned by the Board's Health and Safety Officer
- 11.6.4 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.
- 11.6.5 report to the Bargaining Unit Executive and Membership at meetings
- 11.6.6 carry out the duties as may be assigned by the President.

**11.7 Constitution and Bylaw Officer shall:**

- 11.7.1 Serve as the Chair of the Constitution and Steering Committee
- 11.7.2 Propose amendments to this Constitution and Bylaws and Policies as needed and report to the Bargaining Unit
- 11.7.3 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
- 11.7.4 Review and monitor this Constitution, Bylaws and Policies annually
- 11.7.5 Make recommendations on constitutional issues of the Bargaining Unit upon Request
- 11.7.6 Shall perform other duties as assigned by the President.

**11.8 Equity, Anti-Racism & Anti-Oppression Officer shall:**

- 11.8.1 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
- 11.8.2 assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation
- 11.8.3 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks

- 11.8.4 assist in the establishment and serve as chair of a local equity, anti-racism, and anti-oppression committee
- 11.8.5 attend and report to meetings of the Executive
- 11.8.6 co-ordinate and participate in training on equity and related matters
- 11.8.7 examine equity-based barriers to participation and leadership at the local level
- 11.8.8 increase member engagement of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members
- 11.8.9 liaise with community groups (and other organizations where applicable)
- 11.8.10 support and amplify members of First Nations, Métis, Inuit, and equity-seeking groups within the Bargaining Unit
- 11.8.11 Shall perform other duties as assigned by the President.

**11.9 The Grievance Officer shall:**

- 11.9.1 act as chair of Grievance Committee
- 11.9.2 report in Executive Session to the President and Executive on grievances
- 11.9.3 represent Members during the grievance process.
- 11.9.4 attend Provincial, Regional and/or District workshops and meetings as applicable
- 11.9.5 carry out the duties as may be assigned by the President.

**11.10 Attendance at Executive Meetings**

- 11.10.1 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.
- 11.10.2 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 12 Duties of the Council of Representative Members**

**12.1 The Communications/Political Action Officer shall:**

12.1.1 assist in preparing the Bargaining Unit newsletter for final edit by the Bargaining Unit President.

12.1.2 work with the District and Provincial Communications/Political Action initiatives as required.

12.1.3 carry out the duties as may be assigned by the President.

**12.2 The Area Representatives shall:**

12.2.1 represent the Organizational Areas at Executive meetings and at other times as required

12.2.2 communicate regularly with Members within the organizational areas

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

12.2.4 communicate problems and concerns to the Executive

12.2.5 carry out the duties as may be assigned by the President.

**12.3 The Immediate Past President shall:**

12.3.1 act in an advisory capacity to the Bargaining Unit Executive/Council of Representatives

12.3.2 carry out the duties as may be assigned by the President.

**12.4 The Casual Representative shall:**

12.4.1 represent the Casual Members of the Bargaining Unit

12.4.2 communicate regularly with Casual Members

12.4.3 report possible violations of the Collective Agreement to the Grievance Officer

12.4.4 communicate problems and concerns to the Executive

12.4.5 carry out the duties as may be assigned by the President.

**12.5 The Noon Hour Assistant Representative shall:**

12.5.1 represent the Noon Hour Assistant Members of the Bargaining Unit

12.5.2 communicate regularly with Noon Hour Assistant Members

12.5.3 report possible violations of the Collective Agreement to the Grievance Officer

12.5.4 communicate problems and concerns to the Executive

12.5.5 carry out the duties as may be assigned by the President.

**12.6 The Roman Catholic Noon Hour Aide Representative shall:**

12.6.1 represent the Roman Catholic Noon Hour Aide Members of the Bargaining Unit

12.6.2 communicate regularly with Roman Catholic Noon Hour Aide Members

12.6.3 report possible violations of the Collective Agreement to the Grievance Officer

12.6.4 communicate problems and concerns to the Executive

12.6.5 carry out the duties as may be assigned by the President.

**12.7 The Educational Assistant Representative shall:**

12.7.1 represent the Educational Assistant Members of the Bargaining Unit

12.7.2 communicate regularly with Educational Assistant Members

12.7.3 report possible violations of the Collective Agreement to the Grievance Officer

12.7.4 communicate problems and concerns to the Executive

12.7.5 carry out the duties as may be assigned by the President.

**12.8 The Secretarial Representative shall:**

12.8.1 represent the Secretarial Members of the Bargaining Unit

12.8.2 communicate regularly with Secretarial Members

12.8.3 report possible violations of the Collective Agreement to the Grievance Officer

12.8.4 communicate problems and concerns to the Executive

12.8.5 carry out the duties as may be assigned by the President.

**12.9 The Educational Services Officer shall:**

12.9.1 disseminate pertinent information to Bargaining Unit Council of Representatives.

12.9.2 liaise with the District and Provincial Educational Services Committee

12.9.3 act as an ESS Representative on any Board level Professional Development Committees

12.9.4 coordinate the distribution of information to ESS Members

12.9.5 carry out duties as may be assigned by the President.

**12.10 The Status of Women Representative shall:**

12.10.1 disseminate pertinent information to Bargaining Unit Council of Representatives

12.10.2 liaise with District and Provincial Status of Women Representatives

12.10.3 coordinate the distribution of information to ESS members

12.10.4 carry out duties as may be assigned by the President

**12.11 The Pay Equity Officer shall:**

12.11.1 disseminate pertinent information to Bargaining Unit Council of Representatives

12.11.2 liaise with Provincial Secretariat assigned to Pay Equity

12.11.3 coordinate the distribution of information to ESS members

12.11.4 carry out duties as may be assigned by the President

**12.12 Attendance at Council of Representatives Meetings**

12.12.1 Any Member of the Bargaining Unit Council of Representatives 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.

12.12.2 Should a Member of the Bargaining Unit Council of Representatives 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 13 Annual General Meeting**

13.1 The Annual General Meeting shall be responsible for:

13.1.1 approval of election procedures for Bargaining Unit Officers

13.1.2 the reception of nominees from the floor for elected positions where there have not already been nominations

13.1.3 the introduction of Bargaining Unit Members running for ESS Executive/Council of Representatives positions and allowing each candidate time for a speech.

13.1.4 presentation of the Financial Report regarding status of the Bargaining Unit's finances

13.1.5 the establishment, amendment or revision of Bargaining Unit policies

13.1.6 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 14 Delegates to the ESS Annual General Meeting**

14.1 Delegates to the ESS Annual General Meeting shall be:

14.1.1 all Bargaining Unit Executive/Council of Representatives Members, workplace representatives and

14.1.2 additional delegates shall be prorated on the basis of one (1) delegate for each twenty (20) FTE Members in each Organizational/Geographic Area

14.1.3 in areas where there are less than twenty (20) FTE Members, there will be one (1) delegate position

14.1.4 should there be more delegate volunteers from any Geographic Area than there are delegate positions, a vote will be conducted by Geographic Area by the Bargaining Unit President to determine the eligibility of members to be recognized as a delegate

14.2 A "Delegate" is an ESS Member that is registered to attend the ESS AGM and is eligible to vote.

14.3 Delegates will be reimbursed for authorized expenses according to District/Bargaining Unit Expenditure Guidelines.

14.4 Notwithstanding Bylaw 11.2 and 11.3 any ESS Member may attend the AGM as an Observer, but shall not be allowed to vote or be reimbursed for any expenses they may have that are associated with attending the meeting.

14.5 All Delegates and Observers shall give notice of their intent to attend the AGM 5 (five) days immediately prior to the meeting.

#### **Bylaw 15 Amendments**

15.1 Amendments to the Constitution, By-Laws, Procedures and/or Policy may be made at the Annual General Meeting of the Bargaining Unit.

15.2 Amendments to Bylaws may be made by a majority vote of the Members present, eligible to vote and voting provided that:

a) notice of said amendments shall have been given in writing to the President at least twenty (20) calendar days prior to Annual Meeting; and

b) the President has forwarded to the workplaces notice of such amendments not less

than ten (10) calendar days prior to the Annual General Meeting

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

15.3 Amendments to Procedures and Policies may be made by a majority vote of the Members present, eligible to vote and voting provided that:

a) notice of said amendments shall have been given in writing to the President at least twenty (20) calendar days prior to Annual Meeting; and

b) the President has forwarded to the workplaces notice of such amendments not less than ten (10) calendar days prior to the Annual General Meeting

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

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

## **Bylaw 16 Vacancies**

16.1 If there is a vacancy in any Bargaining Unit Executive or Council of Representatives 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.

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

16.3 Where the vacancy occurs in the position of President, the Vice President shall assume the position for the remainder of the term of office.

16.4 Vacancies in the position of Immediate Past President shall remain vacant.

## **Bylaw 17 Area Organization**

17.1 The Bargaining Unit shall be divided into the following Organizational Areas:

Central Algoma	Michipicoten
Chapleau	North Shore
Hornepayne	Sault Ste. Marie

17.2 Each area shall have one (1) representative on the Bargaining Unit Council of Representatives.

17.3 The term of the office shall be for two (2) years from August 15 to August 14.

17.4 Elections shall occur in odd numbered years at the Annual General Meeting.

## **Bylaw 18 Finances**

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

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

18.2.1 The Treasurer shall prepare an up to date financial report for presentation at each Executive/Council of Representatives Meeting and at the Annual General Meeting.

18.3 The Bargaining Unit levy shall be 0.27% of the Members' gross earnings.

## **Bylaw 19 Committees**

19.1 Committee members will be appointed from the Bargaining Unit Executive/Council of Representatives where possible. Additional vacancies will be filled by written request sent by Fax or email requesting volunteers from the general membership and appointed by the Executive/Council of Representatives at the next Executive/Council of Representatives meeting.

19.1.1 Each committee shall select a Chair from the Committee Members by a majority vote on a secret ballot in accordance with OSSTF Election Procedures at the first scheduled meeting of the committee.

19.2 Duties of Committee Chairs:

19.2.1 The Chair will develop and distribute the Agenda for the committee members prior to each scheduled meeting.

19.2.2 The Chair is responsible for conducting committee meetings efficiently and keeping meeting focused and on task.

19.2.3 The Chair is responsible for presenting Committee information to the Executive.

19.2.4 The Chair may cancel meetings if required.

19.2.5 Should the Chair resign from the committee, the Members of the committee shall elect a new Chair in accordance with OSSTF Election Procedures at the next scheduled Committee meeting.

19.2.6 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.

## **Bylaw 20 Finance Committee**

20.1 The Finance Committee shall consist of the Bargaining Unit President, Vice-President

and Treasurer.

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

20.2.1 review the expenditures of the Bargaining Unit as required

20.2.2 prepare and submit for approval to the Executive/Council of Representatives a draft interim budget for the next Federation year.

## **Bylaw 21 Collective Bargaining Committee**

21.1 The Collective Bargaining Committee shall consist of the Bargaining Unit President, Vice-President, one additional Member of the Executive/Council of Representatives, and one CBC representative from each of the Organizational Areas totaling nine (9) Members.

21.2 The CBC Organizational Area Representatives shall indicate their interest in response to a request by the Bargaining Unit President.

21.3 The Committee shall elect a Chief Negotiator from the Executive Members of CBC.

21.4 The Educational Support Staff Table Team shall consist of the Bargaining Unit President, Chief Negotiator, Vice-President and up to two (2) additional Members of the Collective Bargaining Committee as decided by the Collective Bargaining Committee.

21.5 The Roman Catholic Noon Hour Aides Table Team shall consist of the Bargaining Unit President, Chief Negotiator, Vice-President and up to two (2) additional Members of the Roman Catholic Noon Hour Aides.

21.6 The Bargaining Unit Executive shall appoint Members to the Collective Bargaining Committee.

21.7 The Collective Bargaining Committee shall:

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

21.7.2 prepare a negotiation brief

21.7.3 seek approval for the brief from the Bargaining Unit Executive/Council of Representatives and from Provincial Office of OSSTF

21.7.4 communicate regularly with Members on the progress of negotiations.

21.7.5 seek assistance from Provincial Office Negotiators as necessary

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

## **Bylaw 22      Ratification Procedures**

- 22.1      Ratification Procedures of a tentative Collective Agreement shall be as follows:
  - 22.1.1      Bargaining Unit Members shall vote on the ratification of a tentative local Collective Agreement in workplaces following its presentation at a General Meeting called for that purpose.
  - 22.1.2      A minimum of five (5) working days notice shall be given for a ratification meeting.
    - 22.1.2.1      In extreme circumstances beyond the control of the Bargaining Unit, the Executive may waive the minimum requirement for this notice.
  - 22.1.3      Ratification shall require a majority vote of those present, eligible to vote and voting.
  - 22.1.4      The Chief Negotiator shall present the tentative local agreement to the Members prior to any ratification vote.
  - 22.1.5      The vote shall be by secret ballot.
  - 22.1.6      Following the ratification votes on both the Central and local agreements the Bargaining Unit President shall inform the Members of the results of the votes.

## **Bylaw 23      Constitution Committee**

- 23.1      The Constitution Committee shall consist of:
  - 23.1.1      The Constitution and Bylaw officer who shall be the chair
  - 23.1.2      up to three additional members of the Bargaining Unit Executive/Council of Representatives.
- 23.2      **It shall be the duty of the Constitution Committee to:**
  - 23.2.1      review the Bargaining Unit Constitution, Bylaws and Policies
  - 23.2.2      recommend to the Executive/Council of Representatives any revisions as required
  - 23.2.3      prepare appropriate on-time motions for consideration at the Annual General Meeting
  - 23.2.4      act as Steering Committee at the Annual General Meeting.

## **Bylaw 24      Elections/Nominations Committee**

- 24.1      The Elections/Nominations Committee shall consist of three members of the Bargaining Unit.
- 24.2      It shall be the duty of the Elections/Nominations Committee to establish a list of eligible

candidates for election at the Annual General Meeting.

**Bylaw 25      Grievance Committee**

- 25.1 The Grievance Committee shall consist of the Bargaining Unit President, Grievance Officer, Vice-President and/or one other member of the Executive/Council of Representatives.
- 25.2 It shall be the duty of the Grievance Committee to receive concerns of Members and any potential violations of the Collective Agreement.

**Bylaw 26      Grievances**

- 26.1 The Grievance process shall be as follows:
- 26.2 A grievance shall be defined as any matter arising from the Interpretation, application, alleged violation of the collective agreement.
- 26.3 The Grievance Officer, in accordance with Bylaw 11.9.3 of this Constitution, and after consultation with Provincial Office Secretariat and/or legal counsel and the ESS Grievance Committee shall make the decision whether the Bargaining Unit will file a grievance or grievances in accordance with the time lines established in Article 28 of the ESS Collective Agreement with the ADSB and in Article 8 of the Roman Catholic Noon Hour Aides Collective Agreement with the Huron-Superior Roman Catholic District School Board.
- 26.4 The Grievance Officer shall keep the Member informed of the status of the grievance including the decision, any denial of the grievance and the rationale for the decision.
- 26.5 The Grievance Officer shall inform the Member of the right to appeal the decision including a copy of this By-Law and a list of the Members of the Appeals Committee which shall include one Executive Officer and three (3) other Council Members not on the Grievance Committee.

**Bylaw 27      Appeals Committee**

- 27.1 There shall be an Appeals Committee selected by the Bargaining Unit Executive/Council of Representatives as necessary.
- 27.2 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.

**Bylaw 28      Grievance Appeals**

- 28.1 The Appeals Process shall be as follows:
- 28.2 If the Member disagrees with the decision of the Grievance Officer/Committee the Member shall send a written letter of appeal to the ESS President within seven (7) days

- of the Grievance Officer's decision. The member will include with his/her letter of appeal a written rationale for the appeal and all documents relating to the matter.
- 28.3 The ESS President shall notify the Chair of the Appeals Committee. The Chair of the Appeals Committee shall convene an Appeals Committee Meeting. A Member of the Appeals Committee who has had any involvement with the case shall inform the other Members of the Appeals Committee of his/her involvement. The Appeals Committee may, by majority vote, replace the committee member with a person chosen from the Bargaining Unit Council.
- 28.4 The Chair of the Appeals Committee shall file with the Grievance Officer within five (5) days copies of the letter of appeal, the statement of rationale for the appeal and the documents submitted by the Appellant.
- 28.5 The Grievance Officer shall submit to the Chairperson of the Appeals Committee within two (2) school days of the receipt of the documentation, the statement of his/her decision, the rationale for the decision and the relevant documents.
- 28.6 The Chairperson will provide to the appellant within two (2) school days of the receipt of the Grievance Officers documents a copy of the statement of decision, the rationale for the decision and the documents submitted by the Grievance Officer.
- 28.7 The Appeals Committee shall hold a hearing within five (5) school days after supplying the appellant with the Grievance Officer's documents. The Appeals Committee will appoint one of its members to take minutes.
- 28.8 The Appeals Committee may seek information or advice from the Field Secretariat at Provincial Office or, through the Field Secretariat, from a lawyer employed by the Provincial Federation.
- 28.9 The Appeals Committee shall provide the Grievance Officer and the Appellant the opportunity to make a presentation to the Committee for a maximum of forty-five (45) minutes. During the presentation, only the party making the presentation and the members of the Appeals Committee will be present. Members of the Appeals Committee may question the parties after their presentation. Discussion will occur in Executive Session with only the Members of the Appeals Committee present. any decision of the Appeals Committee shall be achieved by majority vote on written motions.
- 28.10 The Appeals Committee Chairperson shall provide the Grievance Officer and the Appellant with a written statement of Committee's decision within two (2) school Days after the hearing.
- 28.11 The Chairperson of the Appeals Committee will report to the Bargaining Unit Executive and Council that an Appeal has been heard and the decision that has been reached.
- 28.12 If the Member disagrees with the decision of the Appeals Committee of the Bargaining Unit, the Member may request to be referred to the Field Secretariat.

- 28.13 All documentation and communication arising from the grievance appeal are to Remain confidential and will be filed by the Bargaining Unit President.
- 28.14 One copy of all relevant documents will be kept on file by the Bargaining Unit. All other copies prepared for discussion purposes will be immediately destroyed by the Chair of the Appeals Committee.

**Bylaw 29 Delegate Selection for OSSTF Workshops/Conferences**

- 29.1 Provincial Office determines the number of funded delegates from each Bargaining Unit.
- 29.2 The Finance Committee will determine the costs to the ESS Bargaining Unit for additional Delegates if applicable and determine whether the funds are available for Executive consideration.
- 29.3 When Provincial Office designates who will attend, the opportunity will be offered to the Member holding that position. In the event that the designated Member is unable to attend, the President, the Executive/Council of Representatives, then the general membership will be offered the opportunity to participate in that order.
- 29.4 In the event that there are more names submitted for a workshop or conference than there are positions available, delegates will be chosen by a draw of names at an Executive Meeting. If a decision is required between Executive Meetings, an email will be sent to all Executive Members providing the details, and a draw of names will be done by a third party from the Federation Office.

**Bylaw 30 Delegates to the Annual Meeting of Provincial Assembly**

- 30.1 Delegates to Annual Meeting of Provincial Assembly (AMPA) shall be:
- 30.1.1 The Bargaining Unit President and Vice President.
- 30.1.2 Additional delegates shall be appointed by the Executive. If required, a vote shall be conducted by the President and one member of the Executive/Council of Representatives who is not running for a position on the AMPA delegation.
- 30.2 Duties of the delegates shall be in accordance with OSSTF Constitution and Bylaws.

**Bylaw 31 President's Salary**

- 31.1 The Bargaining Unit's President shall be:
- 31.2 Paid a salary consisting of their current hourly rate as per the Collective Agreement with the ADSB plus a 10% responsibility allowance, for seven hours per day, for a twelve month work year.
- 31.3 The President will normally schedule their vacation time during Summer, Christmas and Spring Break periods as per the Collective Agreement.

### **Bylaw 32     Anti-Harassment and Anti-Bullying Policy**

- 32.1 There shall be an Anti-Harassment and Anti-Bullying Policy in effect at all Bargaining Unit workplaces and functions.
- 32.2 The Anti-Harassment and Anti-Bullying Policy and Procedure and any amendments to it shall be approved at the Annual General Meeting.
- 32.3 A copy of the Anti-Harassment and Anti-Bullying Policy shall be attached to this Constitution.

### **Bylaw 33     Anti-Harassment Appeals Procedure**

- 33.1 Members of the BU affected by a decision resulting from a complaint under the BU's Anti-Harassment Policy & Procedure may appeal this decision using the following procedure:
  - 33.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the BU President for an Appeal Hearing.
  - 33.1.2 Within two days of receiving the request, the BU President shall appoint three members of the BU Executive to act as the Anti-Harassment Appeals Committee (herein called the Committee) and to consider the appeal.
  - 33.1.3 Within three days, the Committee shall meet to consider the appeal.
  - 33.1.4 The Committee shall review the complaint, the investigation process and findings and the decision.
  - 33.1.5 Following the review, the Committee shall either confirm or modify the decision.
  - 33.1.6 The decision of the Committee shall be consistent with the BU Anti-Harassment Policy & Procedures.
  - 33.1.7 The Committee shall report the decision on the Appeal to the BU President within five (5) days after meeting at which the Appeal is considered.
  - 33.1.8 Within two days of receiving the decision of the Committee, the BU President shall communicate the decision to the Appellant in writing.
  - 33.1.9 The decision of the Committee shall be considered final and not subject to any appeal.

### **Bylaw 34     Professional Development Funding Policy**

- 34.1 A Professional Development Funding Policy is available to allow Members to develop and maintain their professional growth plans.

34.2 A copy of the policy shall be attached to this Constitution.

**Bylaw 35 Retiree Gift Policy**

35.1 It is the policy of the Educational Support Staff Bargaining Unit that Members retiring be given a gift in recognition of their many years of membership in the Federation.

35.2 A copy of the policy shall be attached to this Constitution.

May 4, 1999

Revised September 15, 1999

Amended June 3, 2000

Amended May 5, 2001

Amended May 8, 2004

Amended May 7, 2005

Amended May 3, 2008

Amended May 1, 2010

Amended May 7, 2011

Amended May 12, 2012

Amended May 11, 2013

Amended May 10, 2014

Amended May 2, 2015

Amended May 10, 2016

Amended May 13, 2017

Amended May 12, 2018

Amended May 14, 2021

Amended May 7, 2022

Amended May 6, 2023

## **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 ESS Functions and Meetings shall have a designated Anti-Harassment Officer, appointed by the Bargaining Unit President or Chairperson of the Meeting. The ESS 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 ESS 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 Educational Support Staff 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 Educational Support Staff Bargaining Unit Executive. Where a grievance is filed, the time lines 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.

1. 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.

2. 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).

3. 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)
4. The designated Anti-Harassment Officer will ensure that all issues are kept confidential.
5. 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**

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. 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.
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.
4. The Anti-Harassment Officer will not be involved in investigating the complaint, and will not be asked to represent OSSTF – Educational Support Staff Bargaining Unit at any stage of the proceedings related to the complaint.

### **Formal Stages**

1. If mediation, through the Informal Procedures, is not accepted or is unsuccessful, the member can file a formal complaint with the ESS President. In the event that the complaint is directed against the ESS 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 ESS President (or District President) under this policy.

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

3. 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.
4. Upon being appointed, the investigator shall set out the framework for completion of the investigation. The timeframe shall be communicated to the parties, the ESS President and/or Secretariat Member.

### **Timeframe**

1. If the investigator decides the complaint is valid, the investigator will report in writing to the ESS President and/or Secretariat Member, within five (5) working days of completing the investigation.
2. The investigator will recommend appropriate remedies and disciplinary action and any other necessary action.
3. The ESS 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 ESS 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 ESS 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.

Amended May 13, 2017



**District 2, Educational Support Staff Bargaining Unit  
674 Pine Street Sault Ste. Marie, ON P6B 3G1**

**PROFESSIONAL DEVELOPMENT FUNDING POLICY**

As ESS members of O.S.S.T.F. we recognize the benefits and rewards of professional development. All members are encouraged to develop and maintain their professional growth plans. Your Bargaining Unit Executive, through the yearly budgeting process, has provided some funding to assist members with their professional plans.

**The Guidelines:**

1. Financial assistance from this Fund may be granted ONCE EVERY TWO YEARS.
2. Financial assistance will be given up to one-half of out-of-pocket expenses to a MAXIMUM of \$300.00. The amount may be less than \$300.00 based on the number of requests for the Same conference and/or activity.
3. ORIGINAL RECEIPTS must be submitted with your Expense Voucher.
4. Your application will be forwarded to the ESS Executive for discussion/approval based on the criteria outlined above, at the next scheduled ESS Executive Meeting. All expenses must be submitted for payment by June 30<sup>th</sup> in the school year the request was granted.
5. Once funding has been approved, you are a representative of OSSTF, and as such are required to comply with the Constitution, Bylaws, policies and practices which govern its members.
6. Upon return, the member may be asked to present a brief summary of the Conference, workshop or activity attended. This presentation will be made to the members of the Bargaining Unit Executive at a time that is convenient for you and the Executive. The President may ask the member to provide a written report for the Executive in place of the verbal report.

**ESS PROFESSIONAL DEVELOPMENT APPLICATION FORM**

**NAME:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_

**JOB CLASSIFICATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**CITY/TOWN:** \_\_\_\_\_ **POSTAL CODE:** \_\_\_\_\_

**SECTION A:**

*I am applying to be an OSSTF representative to the Conference/Activity indicated below and herein request Professional Development Funds from the ESS bargaining Unit. I have read and agree with the guidelines outlined in the funding policy.*

**SIGNATURE:** \_\_\_\_\_ **DATE SUBMITTED:** \_\_\_\_\_

Outline Anticipated Benefits to self/students/OSSTF/school:

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**SECTION B:** Conference/Workshop/Activity – Details and Cost

Name of Conference: \_\_\_\_\_

Date(s) of  
Conference: \_\_\_\_\_

Location: \_\_\_\_\_

Accommodation: \_\_\_\_\_ Cost: \_\_\_\_\_

Registration fee: \_\_\_\_\_ Travel cost: \_\_\_\_\_

Release time cost: \_\_\_\_\_

**TOTAL ESTIMATED COST:** \_\_\_\_\_

Amount of funds granted from all sources:

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If relevant, list the sources: \_\_\_\_\_

I have applied for a leave: YES \_\_\_\_ NO \_\_\_\_ Approval received: YES \_\_\_\_ NO \_\_\_\_

Supervisor's  
Name: \_\_\_\_\_

**SECTION E:**

Please submit a brief description of the conference/workshop/activity that you wish to attend at least four (4) weeks prior to the date. Copies of any pertinent advertisements and/or literature on the activity will assist the Executive with processing your application.

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**APPLICATIONS MUST BE FORWARDED TO:**

ESS President at 674 Pine Street, Sault Ste. Marie, ON P6B 3G1  
Or Fax to (705) 759-0160

## **EDUCATIONAL SUPPORT STAFF RETIREE GIFT POLICY**

It is the policy of the Educational Support Staff Bargaining Unit that Members who are retiring receive a gift in recognition of their many years of membership in the Federation.

Retirees are asked to use the Provincial OSSTF's website at [www.osstf.on.ca](http://www.osstf.on.ca) to select a gift. Currently the amount allotted for a gift is up to \$100.00 per member. The ESS Bargaining Unit will pay for your selection.

Once a gift has been selected, the Member should call the Federation Office at (705 759 6653 or 1 888 446 7783) leave your information with the Executive Assistant and your order will be placed.