



*District 2, Algoma  
Occasional Teachers' Bargaining Unit*

**CONSTITUTION**

**O.S.S.T.F. DISTRICT 2 – ALGOMA**

**OCCASIONAL TEACHERS'  
BARGAINING UNIT**

**AS AMENDED - OCTOBER 24, 2017**

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## **OSSTF DISTRICT 2 ALGOMA – OCCASIONAL TEACHERS’ BARGAINING UNIT CONSTITUTION**

### **DEFINITIONS**

In this Constitution and By-Laws:

- 1) “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 2) “District” shall mean the District Organization of District 2, Algoma OSSTF
- 3) “Occasional Teachers’ Bargaining Unit” shall mean the Ontario Secondary School Teachers’ Federation District 2 Occasional Teachers’ Bargaining Unit  
(hereafter and herein referred to as the Occasional Teachers’ Bargaining Unit)
- 4) “Member” shall mean an active Member of OSSTF
- 5) “Active Member” shall mean a Member who worked on a limited basis and whose membership shall continue for a period of ninety (90) days after the date from the last day employed.
- 6) “Occasional Teacher” shall mean a teacher defined as such by the Education Act of Ontario.
- 7) “Constitution” shall mean a system of fundamental principles according to which OSSTF; District 2, OSSTF; or District 2 Occasional Teachers’ Bargaining Unit are governed.
- 8) “By-Laws” shall mean standing rules governing the Membership of OSSTF; District 2, OSSTF; or District 2 Occasional Teachers’ Bargaining Unit.
- 9) “Policy” shall mean a stand or position taken by OSSTF; District 2 Occasional Teachers’ Bargaining Unit.
- 10) “General Meeting” shall mean meetings of the Membership of District 2 Occasional Teachers’ Bargaining Unit, to conduct the business of the Occasional Teachers’ Bargaining Unit of District 2, OSSTF.
- 11) “Board” shall mean the Algoma District School Board.
- 12) “Day” shall mean calendar days.

## **ARTICLES**

### **Article I – Organization**

This organization shall be known as “OSSTF” District 2 Occasional Teachers’ Bargaining Unit.”

### **Article II – Objectives**

The objectives of the Occasional Teachers’ Bargaining Unit shall be:

- a) To uphold and maintain the objectives of OSSTF and District 2.
- b) To represent fairly the interests and concerns of its Members with respect to their terms and conditions of employment by means of Constitution and/or Collective Bargaining with the Board.
- c) To establish reasonable By-Laws and Policies governing its Members, which shall not contravene those established by OSSTF and District 2 except as may be specifically required by the unique nature of this organization.
- d) To provide a safe Union environment free of Harassment, as described in the Anti-Harassment Policy.

### **Article III – Membership**

Membership shall be teachers employed by the Board in its Secondary Schools.

### **Article IV – Levy**

The amount of the Bargaining Unit Levy shall be determined in the By-Laws.

### **Article V – Bargaining Unit Organization**

#### **Section 1 – Executive**

- 1) There shall be an Executive consisting of the following voting members:
  - a) President
  - b) Vice-President
  - c) Past-President
  - d) Treasurer
  - e) Secretary
  - f) Chairperson of Collective Bargaining Committee
  - g) Two (2) Members-at-large
  - h) Health & Safety Officer [2017]

- 2) The following appointed Officers will be non-voting Members of the Executive:
  - a) Communications /Political Action (C/PAC)
  - b) Educational Services Officer
  - c) Status of Women/ Human Rights Officer
  - d) Any other positions as directed by the Provincial Constitution, Policies and/or By-Laws.
- 3) Starting in November 2009, the members of the Executive shall be elected for a term of two (2) years at the Annual General Meeting.
- 4) The Annual General Meeting will be held in the Fall of each year
- 5) Members eligible for election to the Executive shall be Active Members.
- 6) Whenever a vacancy exists in the Occasional Teachers' Bargaining Unit Executive, the Executive of the Occasional Teachers' Bargaining Unit shall appoint a Member of the Bargaining Unit to fill the position.

## Section 2 – Collective Bargaining Committee

- 1) The Collective Bargaining Committee (CBC) shall consist of the following voting Members:
  - a) The President, Vice-President and Chairperson (CBC) of the Occasional Teachers' Bargaining Unit;
  - b) Up to two (2) Members, as elected by Members of the OTBU attending the selection meeting for the CBC.
  - c) The CBC will then elect a Chief Negotiator from among the Members of the CBC Committee.
  - d) In event that no one is elected as Chief Negotiator, the position of Chief Negotiator shall be filled by Executive appointment.
- 2) The CBC may second up to two (2) non-voting Members to assist in preparing for negotiations.

## Section 3 – Table Team

- 1) The Table Team shall consist of:
  - a) The President or designate [2017]
  - b) Chair of the Collective Bargaining Committee [2017]
  - c) The Chief Negotiator as elected by the Occasional Teachers Bargaining Unit Collective Bargaining Committee;
  - d) Two (2) or three (3) additional Members from the Occasional Teachers Bargaining Unit.

#### Section 4 – Grievance Committee

- 1) The Grievance Officer shall be the President of the Bargaining Unit and the Chair.
- 2) The Chief Negotiator shall be a member of the Grievance Committee.
- 3) The Grievance Committee shall consist of up to three (3) additional members of the Bargaining Unit Executive.
- 4) The Grievance Committee shall establish procedures for dealing with grievance appeals and publicize such periodically to the membership. [2017]

#### Section 5 – Committees

- 1) The Occasional Teachers' Bargaining Unit, may appoint one (1) additional Member to serve on the District Executive.

#### **Article VI – Amendments**

- 1) Amendments to the Occasional Teachers' Bargaining Unit Constitution, By-Laws and Policies may be made at the Annual General Meeting by:
  - a) Majority vote of the Members qualified to vote, present and voting, provided that notice of the proposed amendment has been given to the Recording Secretary at least ten (10) days prior to the Annual General Meeting and provided that written notice of the Bargaining Unit five (5) days prior to the Annual General Meeting;
  - b) A two-thirds (2/3) majority vote of the members qualified to vote, present and voting, if previous notice as in a) above has not been given.

#### **BY-LAWS**

##### **By-Law I – Duties of Members**

- 1) It shall be the duty of every Member to comply with OSSTF By-Law 4: Rights, Privileges and Duties, of the current O.S.ST.F. Handbook.
- 2) Unless forbidden by law, it shall be the duty of every Member to refrain from undertaking or supporting actions which undermine or attempt to determine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act.
- 3) It shall be the duty of every Member to comply with the Anti-Harassment and Anti-Bullying Policy and Procedures established by OSSTF.

##### **By-Law II – Duties of the Occasional Teachers' Bargaining Unit Executive**

- 1) It shall be the duty of the Occasional Teachers Bargaining Unit Executive to:
  - a) Administer the business of the Occasional Teachers' Bargaining Unit;

- b) Establish interim policies and to amend existing policies in order to facilitate the business of the Occasional Teachers' Bargaining Unit and to present those interim policies and amendments to the Membership at the Annual General Meeting of the Occasional Teachers' Bargaining Unit;
  - c) Communicate regularly with the Occasional Teachers' Bargaining Unit Members regarding the management of Occasional Teachers' Bargaining Unit Business;
  - d) Designate an alternate who shall substitute for the Bargaining Unit President at any Provincial Council and/or Provincial Meetings.
- 2) The Executive shall appoint other Officers or Committee Chairpersons as needed, or assign such duties to Executive members.

### **By-Law III – Duties of the Executive Members**

#### **1) President**

The President shall:

- a) Be the presiding officer and official representative of the Occasional Teachers' Bargaining Unit;
- b) Maintain regular liaison with the President of OSSTF, District 2;
- c) Call all Executive Meetings and the Annual General Meeting of the Bargaining Unit, as required;
- d) Submit a report, each year, to the Annual General Meeting of the Occasional Teachers' Bargaining Unit;
- e) Act as a Grievance Officer for the Members of the Occasional Teachers' Bargaining Unit;
- f) Represent the Members of the Occasional Teachers' Bargaining Unit at the OSSTF District 2 Algoma Council Meetings;
- g) Be a voting Member of the Occasional Teacher's Bargaining Unit Collective Bargaining Committee;
- h) Represent the Occasional Teachers' Bargaining Unit at the Provincial Council Meetings and provide regular reports to the Bargaining Unit Executive;
- i) Represent the Occasional Teachers' Bargaining Unit at the Board's Joint Health and Safety Committee Meetings as an alternate if the Health & Safety Officer cannot attend a meeting. [2017]

#### **2) Bargaining Unit Past President**

The Bargaining Unit Past President shall:

- a) Act in an advisory capacity to the Bargaining Unit Executive;
- b) Carry out duties as may be delegated by the President.
- c) Serve in the position of Past President for not more than one (1) year.

3) Vice-President

The Vice-President shall:

- a) Perform the duties of President in the President's absence;
- b) Carry out duties as may be delegated by the President;
- c) Be a voting Member of the Collective Bargaining Committee;

4) Treasurer

The Treasurer shall:

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

5) Secretary

The Secretary shall:

- a) Record all minutes of meetings of the Occasional Teachers' Bargaining Unit.
- c) Send copies of the minutes of each Occasional Teachers' Bargaining Unit Meeting to the Executive promptly after each meeting.
- d) Keep a record of all minutes for the year and submit them to the District Office at the end of the school year for future reference.
- e) Provide copies of Minutes to any member of the OTBU who makes a request, in writing, to the President and/or Secretary.
- f) Perform such duties as assigned by the President.

6) Members –at-Large

The Bargaining Unit Members-at -Large shall:

- a) Attend OTBU Executive meetings;
- b) Disseminate information as directed by the President and Executive;
- c) Carry out duties as may be delegated by the President and/or Executive.



7) Communications/Political Action Officer

The Communications/Political Action Officer shall:

- a) Attend OTBU Executive Meetings;
- b) Assist the Executive with the dissemination of information;
- c) Collaborate with the District Communications/Political Action Officer when requested;
- d) Carry out duties as may be delegated by the President and/or Executive.

8) Educational Services Officer

The Educational Services Officer shall:

- a) Attend OTBU Executive Meetings;
- b) Disseminate pertinent information to the OTBU Executive and/or membership.
- c) Liaise with the District 2 OSSTF Educational Services Officer;
- d) Carry out duties as may be delegated by the President and/or Executive.

9) Status of Women/ Human Rights Officer

The Status of Women/ Human Rights Officer shall:

- a) Attend OTBU Executive Meetings;
- b) Disseminate pertinent information to the OTBU Executive;
- c) Liaise with the District Status of Women/ Human Rights Committee;
- d) Carry out duties as may be delegated by the President and/or Executive.

**By-Law IV – Collective Bargaining Committee**

1) The Collective Bargaining Committee shall:

- a) Solicit input from Members and the Bargaining Unit Executive in the preparation of the Negotiating Brief;
- b) Prepare the Negotiating Brief;
- c) Represent the Membership in negotiations with the Board for the renewal of Collective Agreement;
- d) Distribute information on negotiations to the Members of the Occasional Teachers' Bargaining Unit;
- e) Arrange any General Membership Meetings and Ratification Meetings.

**Ratification of the Collective Agreement**

- 2) Only Members of the Occasional Teachers' Bargaining Unit shall be eligible to vote and ratify a Collective Agreement.

## **Procedure for Conducting the Ratification Vote**

- 3) The Collective Bargaining Committee shall:
  - a) Inform all members of the changes to the Collective Agreement;
  - b) Ensure that all Members have information regarding proposed changes to the Tentative Collective Agreement at least 48 hours prior to the conducting of the vote;
  - c) To conduct a vote by secret ballot following the publishing and distribution of the procedures for voting to each OTBU Member at least forty-eight (48) hours prior to the conducting of the vote. [2015]

## ***By-Law V – Meetings***

### **1. Bargaining Unit Executive Meetings**

The Bargaining Unit Executive shall:

- a) Meet on a regular basis, not less than six times per year;
- b) Meet at the call of the President or upon the request of two (2) Members of the Bargaining Unit Executive.

### **2. Annual General Meeting**

- 1) The Annual General Meeting of Occasional Teachers' Bargaining Unit Members shall be held during the Fall of each year at the call of the President, with twenty-one (21) days written notice being served.
- 2) The Annual General Meeting shall elect the officers of the Occasional Teachers' Bargaining Unit Executive and Representatives to Committees every two (2) years. (odd years)

### **3. General Membership Meetings**

- 1) A General Membership Meeting may be held at the call of the Bargaining Unit President with a minimum of fourteen (14) days written notice being given to the OTBU Membership.
- 2) Notwithstanding, should the OTBU Executive be directed by Provincial OSSTF to call a General Membership Meeting, the OTBU will endeavour to give the membership as much advance notice as possible.

### **4. Representation at District Meetings**

- 1) Representation at District Meetings shall be as prescribed in "The Constitution, By-Laws and Policies of OSSTF District 2".

## **By-Law VI – Procedure at Meetings**

### **1. Rules of Order**

- 1) The Meeting shall be conducted in accordance with the Rules of Order set out in By-Law 23 of the OSSTF Handbook.

### **2. Quorum**

- 1) A quorum at all Occasional Teachers' Meetings, including the Annual General Meeting, General Membership Meetings and Executive Meetings, shall consist of all those duly notified, qualified to vote, present and voting.

## **By-Law VII – Elections**

### **A. Officers**

- 1) Election to the offices of the Occasional Teachers' Bargaining Unit Executive shall take place at the Occasional Teachers' Annual General Meeting.
- 2) Election of Executive Officers shall be in the following order; President, Vice - President, Treasurer, Secretary, Chairperson of the Collective Bargaining Committee, Health & Safety Officer and two (2) Members – at – Large. [2017]

### **B. Nominations**

- 1) Nominations for Executive positions shall be submitted to the Returning Officer at least ten (10) days prior to the Annual General Membership Meeting;
- 2) Once the nominations have been closed (ten (10) days prior to the AGM), a List of those Members running for each position will be distributed to the Membership at least five (5) days prior to the Annual General Membership Meeting by the Returning Officer through email.
- 3) Nominations may be presented from the floor at the Occasional Teachers' Annual General Meeting if an Executive position is deemed to be 'vacant' because no one was nominated 'on time' for the position.
- 4) An unsuccessful candidate for one position may be nominated from the floor for another position on the Executive.

### **C. Balloting**

- 1) A Returning Officer, who is not running for an elected position on the Occasional Teachers' Bargaining Unit Executive, shall be appointed by the Bargaining Unit Executive prior to the Occasional Teachers' Bargaining Unit Annual General Meeting to oversee the Nominations and Election process.
- 2) Persons elected to offices at the Annual General Meeting must have a majority of the ballots in order to be deemed 'elected'.

#### **D. Terms of Office**

- 1) The term of office for Occasional Teachers' Bargaining Unit Executive shall be two (2) years (odd numbered years), commencing on the day after the Annual General Meeting.

#### **E. Vacancies**

- 1) Vacancies, which occur on the Bargaining Unit Executive during the term of Office shall be filled by appointment by the Bargaining Unit Executive.

### **By-Law VIII – Dues and Levy**

#### **A. Annual Dues (Provincial OSSTF)**

The amount of dues shall be as prescribed in the By-Laws of O.S.S.T.F and of this organization.

#### **B. Payment of Dues (Provincial OSSTF)**

The method of payment of dues shall be prescribed in the Collective Agreement made between the Bargaining Unit and the Board.

#### **C. Payment of Local Levy**

All Occasional Teachers when working for the Board shall pay a local Levy.

This levy shall be 0.002% of salary.

This levy shall be deducted from the bi-weekly cheques received from the Board and placed into the Occasional Teachers' Bargaining Unit Levy Account by the Board's Accounting Department.

The Levy Account shall be used to cover the cost of:

- 1) Up to thirty (30) release days during the school year for the President of the Bargaining Unit.
- 2) The cost of release time for Occasional teachers on the CBC Table Team during contract negotiations with the Board.
- 3) The cost of release time up to a maximum of five (5) days each per school year for the Executive to attend to matters of the Bargaining Unit.
- 4) Up to five (5) days release time for a member of the Occasional Teachers' Bargaining Unit to assist the President in matters of the Bargaining Unit.

#### **D. Terms of Reference for OTBU Levy Account**

D.8.1 All fees for Officer Release that are paid by the membership to the Occasional Teachers' Bargaining Unit shall be:

- a) Collected and recorded in a separate Levy Account for the Occasional Teacher Bargaining Unit.
- b) Administered by their Bargaining Unit Executive, Council and/or Membership through an established and approved protocol as outlined in our Bargaining Unit Constitution.
- c) These established Levy Funds shall be the sole right and responsibility of the Bargaining Unit to which they belong and cannot be accessed or used by the District or other Bargaining Unit unless properly authorized by the Bargaining Unit(s) Executive(s) that is authorizing the accessing.
- d) All transfers of money from any of the specified Bargaining Unit Levy Accounts shall be made in accordance with the established reporting, practices and voting procedures as outlined in the Constitution of the Occasional Teacher Bargaining Unit.

[October 2016]

#### **POLICY SECTION**

##### **Anti-Harassment and Anti-Bullying Policies and Procedures for Members of the Occasional Teachers' Bargaining unit**

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 Occasional Teachers' Bargaining Unit Functions and Meetings shall have a designated Anti-Harassment Officer, appointed by the Bargaining Unit President or Chairperson of the Meeting.

The Occasional Teachers' Bargaining Unit 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 read/or distributed to all individuals who attend an OSSTF meeting and/or function. For a series of meetings, such as the Occasional Teachers' Bargaining Unit Executive Meeting, Members will be provided with a copy of the Anti-Harassment 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 Occasional Teachers' 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 – Occasional Teachers' 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 Occasional Teachers' Bargaining Unit President. In the event that the complaint is directed against the Occasional Teachers' Bargaining Unit 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 Occasional Teachers' Bargaining Unit President (or District President) under this policy.

2. The Occasional Teachers' Bargaining Unit President (or Secretariat Member assigned to the District) will appoint an investigator who is a member of the Occasional Teachers' Bargaining Unit 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 Occasional Teachers' Bargaining Unit President and/or Secretariat Member.

### **Timeframe**

1. If the investigator decides the complaint is valid, the investigator will report in writing to the Occasional Teachers' Bargaining Unit 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 Occasional Teachers' Bargaining Unit 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 Occasional Teachers' Bargaining Unit Executive, in consultation with OSSTF Provincial Office, shall determine appropriate corrective actions for harassers who are Members of OSSTF, District 2, Algoma.

### **Record Keeping**

The Occasional Teachers' Bargaining Unit 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 Occasional Teachers' Bargaining Unit 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.

**As amended and approved – AGM – OCTOBER 24, 2017**