

CONSTITUTION, BY-LAWS AND POLICIES

Of

Ontario Secondary School Teachers' Federation

District 4

Near North

**Educational Student Support Professionals
(ESSP)**

Revised May 2023

IN EFFECT

May 16th, 2023

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CONSTITUTION

ARTICLES

ARTICLE 1 - DEFINITIONS

In this Constitution:

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

ARTICLE 2 – Name and Authority

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

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

ARTICLE 3 – Objects

3.1 The objects of the ESSP Bargaining Unit shall be those described in Article 4 of the Constitution of O.S.S.T.F.

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

ARTICLE 4 – Membership

4.1 Members shall include Educational Assistants, Professional Student Services Personnel, and Designated Early Childhood Educators employed by the Near North District School Board who pay active member dues to the O.S.S.T.F. ESSP Bargaining Unit.

ARTICLE 5 – Dues and Levies

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

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

ARTICLE 6 – Organization

6.1 Bargaining Unit Executive

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

6.1.1.1 President

6.1.1.2 1st Vice President/Grievance Officer

6.1.1.3 2nd Vice President/Administrative Officer

6.1.1.4 Treasurer

6.1.1.5 Secretary

6.1.1.6 Educational Services Officer

6.1.1.7 Workgroup Representatives:

6.1.1.7.1 One (1) Educational Assistant and

6.1.1.7.2 One (1) Professional Student Services Personnel

6.1.1.7.3 One (1) Designated Early Childhood Educator

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

6.1.1.9 One (1) Equity, Anti-Racism Anti-Oppression Officer

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

6.1.2.1 Health and Safety Officer

6.1.2.2 Pay Equity Officer

6.1.2.3 Chief Negotiator

6.1.2.4 Political Action Officer

6.1.2.5 Status of Woman Officer

ARTICLE 7 – Meetings

7.1 Executive Meetings

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

7.2 Annual General Meetings

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

7.3 Special General Meetings

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

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

ARTICLE 8 – Collective Bargaining Committee

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

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

ARTICLE 9 – Standing Committees

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

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

ARTICLE 10- Amendments

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

BY-LAWS

BY-LAW 1 – General Meetings

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

1.1.1 The Annual General Meeting (AGM) shall be held in May.

1.1.2 The AGM shall be held on a rotational basis in West Parry Sound, East Parry Sound, North Bay as determined by the Executive.

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

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

BY-LAW 2 – Meetings

2. Executive Meetings

2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than seven (7) times per year.

2.1.1 Some of the meeting may be held via tele-conference or video-conferencing.

2.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty

percent (30%) of the members of the Executive make such a request in writing to the President.

2.3 Executive Members receive a \$50.00 honorarium per executive meeting that they attend.

2.4 Executive Session

2.4.1 The Executive shall move into Executive Session whenever it must consider either matters related to personal matters of serious importance to the body.

2.4.2 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, minimal staff present, and the doors “tiled”.

2.4.3 All matters discussed in the 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. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.

2.4.4 The minutes of the Executive Session shall be kept in a secure location for a period of seven years, where after they shall become part of the Unit’s public record unless the Executive specifically directs otherwise.

2.4.5 Within Executive Session, the standard rules of order shall be followed unless the Executive specifically directs otherwise.

2.4.6 The resolution directing the Executive to move into and rise from Executive Session are the only public record of the Executive Session.

2.4.7 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

BY-LAW 3 – Quorum

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

3.2 For D4 ESSP General Membership Meetings including the AGM and Ratification Meetings, a quorum shall be the number present and entitled to vote.

BY-LAW 4 – Voting

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

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

BY-LAW 5 – Elections

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

5.2 Elections for Executive Members, excluding the three (3) Area Representatives, shall be by secret ballot at the Annual General Meeting, and in the order listed in Article 6.1 of the Constitution.

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

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

5.4.1 Nominations for the President and Vice Presidents shall be accompanied by 4 other member signatures, with a minimum of three job classes (EA, DECE, PSSP Members)

5.4.2 Nominations for all Executive positions may be accepted up until 24 hours prior to the AGM.

5.4.3 Notwithstanding 5.4.2 nominations for the President of the B.U. shall close 10 days prior to the AGM.

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

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

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

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

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

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

5.8.3 The positions of 1st VP, Treasurer, PSSP Rep and Ed Services Officer will be elected in even years.

5.8.4 The position of President, 2nd VP, Secretary, EA Work Group Rep and DECE Work Group Rep will be elected in odd years.

5.8.5 Notwithstanding 5.8.3 and 5.8.4, the positions in 5.8.3 shall be elected for a one year term at the 2021 AGM.

BY-LAW 6 – Duties of Members

6.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in OSSTF Provincial By-Laws.

BY-LAW 7 – Duties of the Bargaining Unit Executive

7.1 It is the duty of the Executive to:

7.1.1 Manage the affairs of the Bargaining Unit between General Meetings

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

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

7.1.4 Communicate regularly with the Members of the Bargaining Unit regarding the management of the ESSP Bargaining Unit business.

7.1.5 Establish procedures for the ratification of a Collective Agreement.

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

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

7.1.8 To fulfill the duties set out in Anti-Harassment Policy and Procedure;

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

BY-LAW 8 – Duties of Executive Members

8.1 The duties of the President shall be to:

8.1.1 Assume the role of Chief Executive Officer for the Bargaining Unit;

8.1.2 Call and preside over all Executive and General Meetings;

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

Handbook;

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

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

8.1.6 Report to the Members at the Annual General Meeting;

8.1.7 Be a member of the Negotiating Team;

8.1.8 Represent all members of the Bargaining Unit fairly;

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

8.1.10 Represent the ESSP Bargaining Unit at the District Executive;

8.1.11 Represent the ESSP Bargaining Unit at AMPA;

8.1.12 Be a member of the Grievance Committee.

8.2 The duties of the 1st Vice-President

8.2.1 To perform the duties of the President in the President's absence;

8.2.2 To carry out duties as may be assigned by the President;

8.2.3 To be a member of the Collective Bargaining Committee and the Negotiating Team;

8.2.4 To liaise with the Health and Safety Officer, Pay Equity Officer, Workgroup Representatives and the Area Representatives.

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

8.3.1 Carry out the duties as may be assigned by the President;

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

8.3.3 Convene the Elections Committee;

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

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

8.3.6 Act as Communication Officer

8.3.6.1 The duties of the Communication Officer shall be to:

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

8.3.6.1.2 Coordinate the dissemination of information to Bargaining Unit members at the instruction of the Executive;

8.3.6.1.3 Generate a newsletter at least four times a year as well as the election Newsletter.

8.4 The duties of the Secretary shall be to:

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

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

8.4.3 Maintain a policy and procedure manual;

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

8.4.5 Carry out duties as assigned by the President.

8.5 The duties of the Treasurer shall be to:

8.5.1 Carry out the duties as may be assigned by the President;

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

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

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

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

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

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

- 8.6.2** Carry out the duties as assigned by the President;
- 8.6.3** Carry out the duties as outlined in the By-Laws;
- 8.6.4** To be a member of the Grievance Committee;
- 8.6.5** To be a member of the Collective Bargaining Committee.

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

- 8.8.1** Attend approved provincial and/or District workshops pertaining to Educational Services;
- 8.8.2** Represent the District 4, ESSP Bargaining Unit on the Near North District School Board Professional Development Committee;
- 8.8.3** Implement programs to achieve professional and education goals set by District 4, ESSP Bargaining Unit and OSSTF;
- 8.8.4** Convene the Educational Services Committee;
- 8.8.5** Report on a timely and regular basis to Executive and the Members;
- 8.8.6** Chair the Bursary/Awards Committee;
- 8.8.7** Carry out duties as assigned by the President.

8.9 The duties of the Area Representatives shall be to:

- 8.9.1** Attend Executive meeting;
- 8.9.2** Organize area meetings as needed, in accordance with the by-laws;
- 8.9.3** Bring information from Executive meetings to area meetings;
- 8.9.4** Be members of the Bursary/Awards Committee;
- 8.9.5** Carry out duties as assigned by the President;

8.10 The duties of the Equity, Anti-Racism, Anti-Oppression Officer, shall be to:

- 8.10.1** Attend approved Provincial/District workshops;
- 8.10.2** Implement programs that will help benefit D4 ESSP Members;
- 8.10.3** Convene the Equity, Anti-Racism, Anti-Oppression committee;

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

8.10.5 Be a member of the Bursary/Awards Committee;

8.10.6 Carry out duties as assigned by the President.

8.10.7 For the September 2022 school year, the Executive will put out a motion for any member interested in the position to write a few paragraphs as to why they are interested. The Executive will appoint a member to fill the position for one year, from September 2022- June 30th 2023.

8.10.8 At the AGM in May of 2023 the position will be an elected one, to fill a two year term starting September 2023, and will continue to be an elected position in every odd year.

BY-LAW 9 – Duties of Officers

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

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

9.1.2 Keep in contact with the District Health and Safety Officer;

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

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

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

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

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

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

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

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

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

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

9.4.1 Be a member of the negotiating team;

9.4.2 Be the spokesperson for the negotiating team;

9.4.3 Chair the Bargaining Unit Collective Bargaining Committee;

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

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

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

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

9.4.8 Be a member of the Grievance Committee;

9.4.7 Carry out the duties as assigned by the President.

9.5 Duties of the Political Action Officer

9.5.1 Attend all approved relevant meetings/workshops and keep members current on the pertinent issues.

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

9.5.3 Carry out duties as assigned by the President.

9.6 Duties of the Status of Woman Officer

9.6.1 Attend approved and relevant meetings/workshops and keep the members current on the pertinent issues.

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

9.6.3 Carry out duties as assigned by the president.

BY-LAW 10 – Purpose of the Annual General Meeting

10.1 The Annual General Meeting of the Bargaining Unit

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

10.1.1.1 Election procedures for Bargaining Unit Officers.

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

10.1.1.3 The formation of internal organizations and procedures.

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

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

10.1.2 Will hold elections according to the By-Laws.

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

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

BY-LAW 11 – Amendments

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

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

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

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

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

11.6 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at a General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

BY-LAW 12 – Vacancy

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

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

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

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

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

BY-LAW 13 – Finance

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

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

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

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

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

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

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

BY-LAW 14 – Collective Bargaining Committee

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

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

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

BY-LAW 15 – Duties of the Collective Bargaining Committee

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

15.1.1 Prepare a negotiating brief.

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

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

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

15.2 Ratification Procedure

15.2.1 Following the achievement of a tentative agreement the Chief Negotiator will schedule a ratification information meeting(s).

15.2.1.2 The ratification information meeting(s) will be held virtually (if needed) or regionally in West Parry Sound, East Parry Sound and North Bay.

15.2.1.3 The meeting shall be chaired by the Chief Negotiator.

15.2.1.4 The main points of the Tentative Agreement reached will be presented, all the changes between the previous Collective Agreement and the recommended Tentative Agreement will be provided in writing, and an opportunity will be provided for a question and answer period.

15.2.1.5 All Members shall be provided with a copy of the Tentative Agreement in its entirety at least 72 hours before the ratification information meeting.

15.2.1.6 Members shall be informed of the date of the ratification meeting at least 5 calendar days before the meeting occurs.

15.2.2 Ratification Vote.

15.2.2.1 The ratification vote for the Tentative Agreement shall be conducted no sooner than 72 hours after the Ratification Meeting.

15.2.2.2 Members will be notified how to access the voting, the location of the voting and the voting format at the ratification meeting.

15.2.2.3 The ratification vote shall be conducted by secret ballot.

15.2.2.4 The date(s) of the vote shall be determined by the Collective Bargaining Committee.

15.2.3 Binding

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

15.2.3.2 No agreement reached by the Negotiating Team shall be binding on the members until a ratification vote is completed as indicated in 15.2

15.2.4 Failure to Ratify

15.2.4.1 In the event that a tentative agreement is not ratified, the Negotiating Team may at its discretion:

15.2.4.1.1 Resign and request the election of a new Negotiation Team; or,

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

BY-LAW 16 – Grievance Committee

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

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

16.3 The committee shall assist members who have legitimate grievances.

16.4 The Grievance process shall be as follows:

16.4.1 A grievance shall be defined as any matter arising from the interpretation, application, or alleged violation of the Collective Agreement.

16.4.2 The Grievance Officer, in accordance with Bylaw 16 Grievance Committee of this Constitution, and after consultation with Provincial Secretariat and/or legal counsel, shall make the decision whether the Bargaining Unit will file a grievance or grievances in accordance with the time lines established in Article L33.0 of the Collective Agreement.

16.4.3 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.

16.4.4 The Grievance Officer shall inform the Member of the right to appeal the decision, including a copy of the By-Law, and a list of the Members of the Grievance Appeals Committee.

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

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

17.1.1 The Bargaining Unit President or designate.

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

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

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

BY-LAW 18 – Grievance Appeal Committee

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

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

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

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

18.5 The decision of the Grievance Appeal Committee is binding.

BY-LAW 19 – Common Concerns/Professional Development Committee

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

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

19.3 The Committee Chair shall report to the Executive.

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

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

BY-LAW 20 – Bursary/Awards Committee

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

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

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

20.4 The Committee Chair shall report to the Executive.

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

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

BY-LAW 21 – Federation Officer Time Release

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

21.1.1 The Bargaining Unit Executive will assign release time to Executive Officers in an amount to not exceed what the budget will allow and to be determined by the Bargaining Unit Executive.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By-Law 24 Election Procedures for Provincial Council

24.1 Procedures for selecting a Provincial Councilor Alternate. Should the Bargaining Unit's Provincial Councilor be unable to attend a meeting of Provincial Council, the President shall select an alternate from members of the Executive.

By-Law 25 Statutory Leave for Time Release Officers

25.1 In the event that the Bargaining Unit President required a statutory/sick leave, the Executive shall appoint the First Vice President as Acting Unit President, and the Unit Second President as Acting First Vice President for the duration of the leave, subject to the term of office.

25.1.2 In the event that the Unit First Vice President requires a statutory/sick leave, the Executive shall appoint the Second Vice President as Acting First Vice President for the duration of the leave, subject to the term of office.

25.1.3 In the event that the Chief Negotiator requires a statutory/sick leave, the Executive shall appoint an Acting Chief Negotiator from among the members of the Collective Bargaining Committee or the Executive, subject to the term of office.

25.1.4 Should any non-release time member of the Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, the Executive shall appoint an acting replacement from among the members of the Executive for the duration of the leave, subject to the term of office

By-Law 26 Reserve Funds

26.1 The Bargaining Unit Reserves Account shall be used for:

26.1.2 Unforeseen or unbudgeted expenditures approved by the Bargaining Unit Executive by motion;

26.1.3 Protection of members associated with costs incurred to process grievances, arbitrations, collective bargaining, or legal advice beyond monies provided by Provincial OSSTF; or

26.1.4 Release time for Bargaining Unit Officers.

By- Law 27 Dependent Care

27.1 If an Executive Officer attends an OSSTF meeting or workshop after school or on the weekend and incurs childcare costs in order to attend, the Executive shall do a motion for the rate per hour of childcare, payable by the Bargaining Unit.

27.1.2 At the Annual General Meeting (AGM) or a ratification meeting, if any member wishes to attend and is in need of childcare, the Bargaining Union shall reimburse the cost of the childcare to the member, so the member can attend.

Policies

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

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

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