

Constitution and By-Laws of District 16 OSSTF Teachers and Occasional Teachers

EFFECTIVE

MAY 12, 1976

AS AMENDED

MAY 17, 1978

MAY 21, 1980

MAY 19, 1982

MAY 18, 1983

MAY 23, 1984

MAY 22, 1985

MAY 21, 1986

MAY 18, 1999

MAY 17, 1989

MAY 9, 1990

MAY 8, 1991

MAY 13, 1992

MAY 12, 1993

MAY 11, 1994

MAY 9, 1995

MAY 8, 1996

MAY 14, 1997

MAY 13, 1998

MAY 12, 1999

MAY 10, 2000

MAY 9, 2001

MAY 8, 2002

MAY 13, 2003

MAY 12, 2004

MAY 11, 2005

MAY 10, 2006

MAY 9, 2007

MAY 14, 2008

MAY 13, 2009

MAY 12, 2010

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MAY 9, 2012

MAY 8, 2013

MAY 14, 2014

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MAY 10, 2017

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References to the OSSTF Handbook pertain to the 2011-2012 Handbook.

ARTICLE I - CONSTITUTION DEFINITIONS

In this Constitution:

1. "OSSTF." shall mean the Ontario Secondary School Teachers' Federation.
2. "Member" shall include any Teacher included in the specifications of Article V of this Constitution.
3. "Teacher/Ot Bargaining Unit Membership" shall mean the entire membership at a meeting, called by the T/OT Bargaining Unit President or by any other means devised by the Teacher/OT Bargaining Unit Executive or under By-law III (5) so as to inform and seek direction from the entire membership.
4. "Standing Committee" shall mean a Committee whose life continues from one election of officers to another and which does not expire upon its presentation of any report or upon withdrawal from its responsibility for any subject over which it has been having responsibility.
5. "Special Committee" shall mean a Committee which functions as long as the Teacher/OT Bargaining Unit Executive may determine or until such time as it submits a final report.
6. "Branch President" shall mean the member who is designated by a Branch to represent that Branch at the Unit Council (Article VII Section 3).
7. The term "Branch" shall be used to designate the OSSTF Teacher/OT Bargaining Unit of those members employed in any one school, institution, Board Office or any unit (within a Board) duly constituted under the Labour Relations Act.

ARTICLE II - NAME

This organization shall be known as Teacher Occasional Teacher Bargaining Unit hereinafter referred to as "the Teacher/OT Bargaining Unit".

ARTICLE III - OBJECTS

The Objects of this Teacher/OT Bargaining Unit shall be as specified in Article III of the Constitution of OSSTF.

ARTICLE IV - ETHICS

The Ethics of this Teacher/OT Bargaining Unit shall be as specified in Article IV of the Constitution of OSSTF.

ARTICLE V - MEMBERSHIP

1. Membership shall be as in Article V of the Constitution of OSSTF in accordance with the boundaries designated by Provincial Council at the February 1998 meeting, and so shall include all the Secondary School Teachers employed by the York Region District School Board.
2. "Secondary School Teacher" shall mean any Teacher as defined in Part X.1 of Bill 160 and employed by the York Region District School Board who is an active member of OSSTF.
3. A member not employed as a Teacher may belong to the Teacher/OT Bargaining Unit at its discretion.

ARTICLE VI - RESERVE FUNDS

The Teacher/OT Bargaining Unit shall maintain reserve funds, which shall be administered as outlined in the "Terms of Reference for Administering Reserve Funds".

ARTICLE VII - ORGANIZATION

1. This Teacher/OT Bargaining Unit shall consist of those members included in Article V of this constitution.
2. The Teacher/OT Bargaining Unit shall be divided into Branches whose boundaries and designations shall be determined by the Teacher/OT Bargaining Unit.
3. In each Branch there shall be a Branch President.

ARTICLE VIII – Teacher/OT Bargaining Unit Structure

Within the Teacher/OT Unit there shall be:

1. The Teacher/OT Bargaining Unit Executive consisting of
 - a) the elected Executive, i.e.
 - i) President,
 - ii) Four (4) Vice Presidents,
 - iii) Treasurer, and
 - iv) Two (2) Provincial Councillors.
 - b) the Chairs of Teacher/OT Bargaining Unit Standing Committees including Communications/Political Action, Status of Women and Educational Services,
 - c) the Chief Negotiator/Staffing Officer
 - d) the District Executive Officer
 - e) the Past President. If the incumbent President is re-elected, the office of Past President becomes vacant;
 - f) the President of the Occasional Teachers' Branch.
 - g) and the Teacher/OT Bargaining Unit Human Rights Officer
2. The Teacher/OT Bargaining Unit Council consisting of
 - a) the Teacher/OT Bargaining Unit Executive,
 - b) the Branch President or designate from each Branch,
 - c) Teacher/OT Bargaining Unit members who are co-opted or appointed members of a Provincial OSSTF, Standing Committee or Council, the Health and Safety Officer, the Second Negotiator (during the school year prior to the expiration of the Collective Agreement and until a new Collective Agreement has been ratified)

ARTICLE IX - FORMATION OF BY-LAWS

The Teacher/OT Bargaining Unit Membership at the Teacher/OT Bargaining Unit Annual General Meeting may pass by-laws not inconsistent with this Constitution and the Constitution and By-Laws of OSSTF concerning:

1. the procedure for the election of officers and the Provincial Councillor(s),
2. the management of its property and its own internal organization and administration,
3. the time, place and procedures of the Teacher/OT Bargaining Unit Annual General Meeting per By-law VI and other Teacher/OT Bargaining Unit Membership meetings,
4. the appointment of Auditors, and all other matters which are deemed necessary or desirable for the conduct of the business of the Teacher/OT Bargaining Unit

ARTICLE X - BRANCH ORGANIZATION

Branch organization:

- a) The term Branch shall be used to designate a unit of the T/OT Teacher/OT Bargaining Unit as determined in Article VII Section 2, and Article I Section 8.
- b) A dispute with regard to Branches may be referred by the Teacher/OT Bargaining Unit Executive to the Provincial Executive of OSSTF for resolution.
- c) Members of the Teacher/OT Bargaining Unit who are not in branches as determined by Article I Section 8 will constitute a branch under the name Members in Support of Teachers (MIST).

There shall be a Branch Executive the organization of which shall be determined by the Branch.

The Branch shall provide for:

- a) the appointment of Chairs of Branch Standing Committees,
- b) the appointment of representatives to Standing and Special Committees where applicable,
- c) the election or appointment of a representative to the Teacher/OT Bargaining Unit Council in accordance with the District's Constitution and By-Laws,
- d) the transaction of Branch business in accordance with Branch By-Laws provided that such By-Laws do not contravene the Constitution or the By-Laws of the OSSTF. or of the District,
- e) a Branch President as determined by the Staff at or before the close of the Spring Term, who shall take office commencing in September of that year.
- f) the election of one alternate representative to the Teacher/OT Bargaining Unit Council to fully represent that Branch in the absence of the Branch's usual representative [see Article VIII, Section 2 (b) and
- g) the informing of the Teacher/OT Bargaining Unit Executive of the election of the alternate representative prior to the first meeting in which the alternate person takes part.

CONSTITUTION - OCCASIONAL TEACHERS BRANCH ORGANIZATION

Article I - Definitions

As per the Constitution, Article I with the addition: - 9. "Occasional Teacher" has the meaning assigned to it by Section 1 (1.1) of the Education Act.

Article II - Membership

A member of the Branch is a teacher paying fees to OSSTF in accordance with Article F.3.0 of the District 16 Collective Agreement with the York Region District School Board.

Article III - Meetings

1. There will be an O.T. Annual General Meeting in the spring of each year at which Branch Officers will be elected.
2. The Quorum for the O.T. Annual General Meeting will be those in attendance.
3. Other meetings will be called to discuss general concerns as need arises.

Article IV - Executive

1. The Branch will elect a Branch President and 4 Executive Officers at the A.G.M. The Branch President will represent the Branch at the Teacher/OT Bargaining Unit Council Meetings. One of the Executive Officers will be designated as an alternate rep.
2. The Executive Officers will share the duties of representing the Branch at Teacher/OT Bargaining Unit Standing and Special committees. This allocation of duties should be decided by the Branch Executive at its first meeting after election and before the end of the school year.
3. The Branch Executive shall appoint an Occasional Teacher member of the Teacher/OT Bargaining Unit Negotiating Team during the school year prior to the expiration of the Collective Agreement.

Article V - Annual General Meeting

1. An O.T. Annual General Meeting of the membership shall be called in the spring of each year.
2. Each member should receive written notice of this meeting with reasonable expectation of having received such notice 10 days prior to the meeting date.

Article VI - Amendments

Amendments to this constitution may be made at the Branch Annual General Meeting with a quorum in effect.

1. By two thirds majority of those in attendance provided that the amendment was included in the notice of the meeting.
By nine-tenths majority of those in attendance previous notice not having been given.

ARTICLE XI - AMENDMENTS

Amendments to this Constitution may be made at the Teacher/OT Bargaining Unit Annual General Meeting, EITHER

1. by a two-thirds vote of the members present and voting, provided that

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- a) written notice of a proposed amendment shall be given in writing to the Teacher/OT Bargaining Unit Executive on or before the first regularly scheduled Executive meeting following AMPA, and
- b) written notice of any proposed amendment shall have been forwarded on or before thirty (30) calendar days preceding the AGM by the Teacher/OT Bargaining Unit Executive to the Branch President who shall post the proposed amendments on the OSSTF bulletin board.
- c) The Teacher/OT Bargaining Unit Communications Officer will also post the amendments on the District 16 web sites on or before (30) calendar days preceding the AGM

OR

2. by a nine-tenths vote of the members present and voting, previous notice not having been given as in sub-sections 1(a) and 1(b) above.

District 16 By-Laws

By-Law I - Teacher/OT Bargaining Unit Finances

1. The Fiscal Year of the Teacher/OT Bargaining Unit shall be July 1st to June 30th or as designated by Annual Meeting of the Provincial Assembly.
2. Reserve funds:
 - a) The reserve funds of Teacher/OT Bargaining Unit shall be administered by the Teacher/OT Bargaining Unit Treasurer.
 - b) Authorization for expenditure from the following reserve funds must be the responsibility of the Teacher/OT Bargaining Unit Council: Reserve-Capital Expenditures, Reserve-Negotiations, Teacher Professional Development Reserve Account (TPDRA), Reserve-Contingency Fund and Reserve-District 16 Awards.
3. The membership at the Teacher/OT Bargaining Unit Annual General Meeting or a Special Teacher/OT Bargaining Unit Meeting may impose a levy upon the members of the Teacher/OT Bargaining Unit in such manner and amount as it considers necessary.
 - a) the sum of fifteen dollars per member deducted at source in one installment from the second pay in September as per Art. L.A.8.2 and Art.L. A.8.3 of the Secondary Teachers' Collective Agreement.
 - b) the sum of one dollar per to a maximum of ten dollars for Occasional teachers member deducted at source as per Art.L.A.8.2 and Art.L. A.8.3 of the Secondary Teachers' Collective Agreement.

By-Law II - Election

1. Each election of Teacher/OT Bargaining Unit personnel shall be by secret ballot and the results made public.
2. The candidate on each ballot with the greatest number of votes shall be declared the winner.
3. The Teacher/OT Bargaining Unit shall have Election Procedures to be followed for all Teacher/OT Bargaining Unit Executive Elections:
 - a) A member may hold only 1 elected position on the Teacher/OT Bargaining Unit Executive per term.
 - b) A member elected to a position on the Teacher/OT Bargaining Unit Executive shall not hold an appointed Teacher/OT Bargaining Unit position during their elected term unless the appointment is on an interim basis.
 - c) The Health and Safety Officer may not hold an elected or other appointed position with the Teacher/OT Bargaining Unit for the duration of their term.
 - d) In the event a member of the Teacher/OT Bargaining Unit Executive holds more than 1 position on the Teacher/OT Bargaining Unit Executive at a time, the member shall only have 1 vote.
4. The Teacher/OT Bargaining Unit Election Procedures and any amendments to them shall be approved by Teacher/OT Bargaining Unit Council.
5. Nominations:
 - a) To be nominated for any Teacher/OT Bargaining Unit Executive positions the candidate must complete the Teacher/OT Bargaining Unit nominations form and convey it to the Teacher/OT Bargaining Unit Office.
 - b) Nominations for Teacher/OT Bargaining Unit Executive positions must be received by the Teacher/OT Bargaining Unit Office not later than 4:00 pm seven (7) working days prior to the date of the Annual General Meeting or any meeting called to elect a vacated Executive position.
 - c) If the list of persons nominated in accordance with By-law II, 5b changes due to withdrawal of candidates, members will be allowed to make nominations for the position(s) so affected from the floor at the Annual General Meeting.
 - d) If there is a vacancy in the list of persons nominated in accordance with By-Law II, 5 b) for an Executive position, members will be able to make nominations from the floor of the AGM for that position.
6. The Teacher/OT Bargaining Unit Executive shall be elected by In-School balloting, to be completed within two weeks of the Annual General Meeting, at most.
7. The term of office of the elected members of the Teacher/OT Bargaining Unit Executive shall be from the end of the last Teacher/OT Bargaining Unit Council

meeting in the Federation Year of the Election until the end of the last Teacher/OT Bargaining Unit Council meeting of the second year of the term.

8. The First Vice President shall be the Vice President who receives the most votes in the Vice Presidential election. In the case of an acclamation or a tie for votes in the Vice Presidents' election there will be an election for First Vice President by the Teacher/OT Bargaining Unit Council at the next Council Meeting.
9. Vacancies which occur in the elected positions on the Teacher/OT Bargaining Unit Executive between the start of the term of office of the Teacher/OT Bargaining Unit Executive and the end of the last Teacher/OT Bargaining Unit Executive meeting of the second year of the term shall be filled as follows:
 - a) A vacancy in the office of President shall be filled immediately by the First Vice President.
 - b) A vacancy in the position of the First Vice President shall be offered to the Vice President who received the next most votes during the election process. If declined and the position is still available, the offer will be extended to Vice President who received the next most votes and so on. In the event that the Vice Presidents were acclaimed or received the same number of votes, the vacancy shall be filled at the next meeting of the Teacher/OT Bargaining Unit Council by an election in which the only candidates shall be the acclaimed or tied Vice Presidents.
 - c) A vacancy in any other Executive Position shall be filled after an interview process by a majority vote conducted by the remaining elected Executive to recommend a candidate to council for ratification. A person so elected shall fill the unexpired term of the predecessor in office. Alternatively, the duties of the unfilled position may be filled by the remaining elected members of the Executive as assigned by the President until the position is filled at the Annual Meeting.
 - d) If a vacancy for any executive position remains after the election process, the Executive shall recommend a candidate to Council for ratification."
10. The Teacher/OT Bargaining Unit Council shall elect Delegates to represent the Teacher/OT Bargaining Unit at the Annual Meeting of the Provincial Assembly (AMPA) on or before the Council Meeting prior to the provincial OSSTF deadline for the submission of the Delegates' Roster.
 - a) The number of such Delegates is calculated by the OSSTF. General Secretary each year on the basis of Teacher/OT Bargaining Unit membership figures.
 - b) All members of the Teacher/OT Bargaining Unit Executive and Teacher/OT Bargaining Unit Officers who are able to attend shall be Delegates.
 - c) The Teacher/OT Bargaining Unit Council shall elect all other AMPA delegates including any vacancies which may result from the unavailability of Executive members to attend.
 - d) A minimum of two delegates will be chosen from the OT branch of the bargaining unit. If two are not available, these positions shall be filled by other Teacher/OT Bargaining Unit members.

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- e) The Teacher/OT Bargaining Unit Council shall instruct delegates to AMPA on delegate response to such actions or issues as are deemed to be in support of District interests or objectives.

By-Law III - Meetings

1. The Teacher/OT Bargaining Unit Executive shall meet
 - a) at the call of the Teacher/OT Bargaining Unit President or
 - b) upon receipt of written request for such meeting from three (3) or more members of the Teacher/OT Bargaining Unit Executive.
2. The Teacher/OT Bargaining Unit Council shall meet
 - a) within thirty (30) days following the Teacher/OT Bargaining Unit General Meeting, at the call of the Teacher/OT Bargaining Unit President or
 - b) at such other times as may be determined by the Teacher/OT Bargaining Unit Executive or
 - c) upon receipt of a written request submitted to the Teacher/OT Bargaining Unit Executive for a meeting of the Teacher/OT Bargaining Unit Council by five (5) or more voting members of the Teacher/OT Bargaining Unit Council.
3. Any Teacher/OT Bargaining Unit Committee shall meet at such times as that Committee's Chair shall direct.
4. The Teacher/OT Bargaining Unit Annual General Meeting shall be held during the month of May.
5. A Teacher/OT Bargaining Unit Special Meeting of all the members may be called at any time by
 - a) the Teacher/OT Bargaining Unit Council,
 - b) the Teacher/OT Bargaining Unit Executive or
 - c) any five (5) members as defined under Article VIII, Section 2(b).
6. Any member may attend a Teacher/OT Bargaining Unit Council meeting as a non-voting member and may be permitted to participate if recognized by the Chair.
7. A Quorum (on matters of voting)
 - a) for a meeting of the Teacher/OT Bargaining Unit Membership shall consist of those present provided that written notification of a Teacher/OT Bargaining Unit Membership meeting be given to the membership at least two weeks prior to the meeting or 10% of the membership if less than two weeks' notice is given.
 - b) for a meeting of the Teacher/OT Bargaining Unit Council, called under By-Law III, Section 2 (a) or (b), shall be 50% of the members of that Council, provided that 50% of the Teacher/OT Bargaining Unit Executive is also present,
 - c) for a meeting called under By-Law III, Section 2 (c) shall be 50% of the members defined under Article VIII, Section 2 (b) and

- d) for a meeting of the Teacher/OT Bargaining Unit Executive shall be 50% of the members of that Executive.

By-Law IV - Duties

1. It shall be the duty of the Teacher/OT Bargaining Unit President to:
 - a) call all meetings of the Teacher/OT Bargaining Unit Executive, the Teacher/OT Bargaining Unit Council and the Teacher/OT Bargaining Unit Membership;
 - b) preside at or delegate the Chair of any of the above meetings;
 - c) be an ex-officio member of all Teacher/OT Bargaining Unit Committees;
 - d) maintain contact with all District Federation activities;
 - e) delegate the Vice Presidential duties as per By-law IV, Section 2 among the four Vice Presidents;
 - f) report on the Teacher/OT Bargaining Unit Executive's activities at each regular Teacher/OT Bargaining Unit Council Meeting;
 - g) to serve as the Teacher/OT Bargaining Unit's Provincial Councillor;
 - h) appoint three members of Teacher/OT Bargaining Unit Council to form an Appeal Committee to consider an appeal of a decision made under the Anti-Harassment Policy and Procedure, as required.

2. It shall be the duty of the Teacher/OT Bargaining Unit Vice Presidents to:
 - a) perform the duties of the Teacher/OT Bargaining Unit President during his/her absence at his/her request;
 - b) serve as Chair of the Resolutions Committee as requested by the Teacher/OT Bargaining Unit President prior to and during the Teacher/OT Bargaining Unit Annual General Meeting (AGM);
 - c) prepare amendments to the Teacher/OT Bargaining Unit Constitution and the Teacher/OT Bargaining Unit By-laws for presentation to the Teacher/OT Bargaining Unit Annual General Meeting (AGM);
 - d) carry out such other reasonable duties as may from time to time be delegated by the Teacher/OT Bargaining Unit Present;
 - e) prepare the Teacher/OT Bargaining Unit Priorities in consultation with the Teacher/OT Bargaining Unit Executive and Council for presentation at the Teacher/OT Bargaining Unit Annual General Meeting.

3. It shall be the duty of the Teacher/OT Bargaining Unit Treasurer to with the support of the Executive Officer:
 - a) keep account of all monies received and disbursed;
 - b) to deposit all monies received in a chartered bank or trust company or credit union in the name of OSSTF. Teacher/OT Bargaining Unit 16;
 - c) issue receipts for all monies received in cash;
 - d) pay all authorized accounts by cheque and ensure that payments are documented on the appropriate district vouchers;
 - e) forward all monies received for transmission to the Treasurer of OSSTF or to the Treasurer of any OSSTF Funds,

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- f) Report to the District Executive and the Teacher/OT Bargaining Unit Council an up to date financial report for the current fiscal year at least twice and additionally when requested. Present annually to the Teacher/OT Bargaining Unit Membership at the Teacher/OT Bargaining Unit Annual General Meeting
 - i) audited Financial Statements for the most recent cycle as determined by the Provincial Office.
 - ii) a projected Income Statement on Receipts and Payments for the current fiscal year and
 - iii) a Proposed Budget for the next fiscal year,
 - g) attend to any other financial matters of the Teacher/OT Bargaining Unit as may from time to time be the expressed desire of the Teacher/OT Bargaining Unit Executive or of the Teacher/OT Bargaining Unit Membership,
 - h) act as Chair of the Budget Committee which is comprised of the elected members of the Teacher/OT Bargaining Unit Executive,
 - i) provide audited Financial Statements upon request of the Teacher/OT Bargaining Unit Council, and
 - j) administer the Reserve Funds as specified under By-Law I, Section 2.
4. It shall be the duty of the Immediate Past President if an active member of OSSTF to:
- a) attend all Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and Teacher/OT Bargaining Unit Membership meetings;
 - b) act in an advisory capacity to assist the incoming Teacher/OT Bargaining Unit President;
 - c) serve as Chair of the Nominating Committee for the Teacher/OT Bargaining Unit Elections;
 - d) arrange for nominations for any position that becomes vacant on the Teacher/OT Bargaining Unit Executive prior to the Teacher/OT Bargaining Unit Annual General Meeting;
 - e) assume such reasonable duties as may from time to time be delegated by the Teacher/OT Bargaining Unit President.
5. It shall be the duty of the Provincial Councillor to:
- a) Represent the Teacher/OT Bargaining Unit on Provincial Council;
 - b) Attend all of the Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and Teacher/OT Bargaining Unit Membership meetings;
 - c) Present to Provincial Council questions and resolutions passed by the Teacher/OT Bargaining Unit which are directed to Provincial Council;
 - d) Present a written report to the Teacher/OT Bargaining Unit Council following each meeting of the Provincial Council;
 - e) Act as leader to the Teacher/OT Bargaining Unit's Delegation to AMPA and serve as co-chair with the Executive Officer at all preparations meetings of the delegation;

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- f) Act in an advisory capacity to assist the Teacher/OT Bargaining Unit President in implementing provincial initiatives;
 - g) Assume such reasonable duties as may from time to time be delegated by the Teacher/OT Bargaining Unit President.
6. It shall be the duty of the Teacher/OT Bargaining Unit Executive to:
- a) promote within the Teacher/OT Bargaining Unit the "Objects" of the OSSTF.,
 - b) meet prior to all Teacher/OT Bargaining Unit Membership Meetings and at any other time according to By-Law III, Section 1 and 2
 - c) appoint bi-annually on non-election years or when a vacancy in the position occurs, subject to ratification by the Teacher/OT Bargaining Unit Council:
 - i. Chairs of the following Standing Committees; Communications/Political Action/Excellence in Education, Educational Services and Status of Women at the last Executive meeting in May or the first Executive meeting in June;
 - ii. Chief Negotiator/Staffing Officer at the last Executive meeting in May or the first Executive meeting in June;
 - iii. A Second Negotiator by October 31st during the school year prior to the expiration of the Collective Agreement.
 - d) Appoint bi-annually on non-election years or when a vacancy in the position occurs, the following Teacher/OT Bargaining Unit Officers subject to the ratification by the Teacher/OT Bargaining Unit Council: Human Rights, who will chair the Human Rights Committee, and Health & Safety
 - e) establish a Teacher/OT Bargaining Unit Grievance Committee to consist of the following three members or their designates:
 - i) the Grievance Officer of the Teacher/OT Bargaining Unit,
 - ii) the President of the Teacher/OT Bargaining Unit and
 - iii) the Chief Negotiator/Staffing Officer of the Teacher/OT Bargaining Unit.
 - f) establish a Teacher/OT Bargaining Unit Grievance Appeals Committee to be composed of at least three (3) members of the Teacher/OT Bargaining Unit Executive who are not on the Teacher/OT Bargaining Unit Grievance Committee. If at any time a member of the Grievance Appeals Committee is a party to the grievance or has been directly involved in the grievance, he/she will be removed from the Teacher/OT Bargaining Unit Appeals Committee and replaced by a substitute for that particular grievance.
 - g) appoint a new Executive Officer, subject to Teacher/OT Bargaining Unit Council ratification, when a vacancy occurs in this position
 - h) establish Terms of Reference for each Teacher/OT Bargaining Unit Special and Standing Committee;
 - i) create Special Committees as from time to time they may be deemed necessary;
 - j) Appoint annually a Health & Safety Committee Representative subject to the ratification by Teacher/OT Bargaining Unit Council.

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- k) make arrangements for meetings of the Teacher/OT Bargaining Unit Council and of the Teacher/OT Bargaining Unit Membership
- l) report to the Teacher/OT Bargaining Unit Membership at the Teacher/OT Bargaining Unit Annual General Meeting
- m) carry out the expressed instructions of the Teacher/OT Bargaining Unit Membership and of the Teacher/OT Bargaining Unit Council,
- n) instruct the Teacher/OT Bargaining Unit AMPA Delegates and other representatives on matters to come before the Annual meeting of the Provincial Assembly and the Provincial Council
- o) deal with all matters which in its opinion require action between meetings of the Teacher/OT Bargaining Unit Membership and of the Teacher/OT Bargaining Unit Council
- p) keep the Teacher/OT Bargaining Unit Membership informed of the activities of the Teacher/OT Bargaining Unit Executive
- q) inform the Provincial Executive of any alleged unprofessional conduct within the Teacher/OT Bargaining Unit, taking care to abide by Regulation #18 of the Regulations made under the Teaching Profession Act
- r) inform the Provincial Executive of any matter adversely affecting the welfare of the Federation or of one or more of its members
- s) refer to the Provincial Executive all questions regarding legal advice
- t) authorize payment of expenses incurred in the conduct of approved business of the Teacher/OT Bargaining Unit by vote of the elected Executive members only
- u) where any position becomes vacant, assign the duties of that position until such time as the vacancy can be filled following due process
- v) To appoint an alternate to represent the Teacher/OT Bargaining for all or part of a Provincial Council meeting should any Provincial Councillor be unable to attend.
- w) correct the references in the District 16 Constitution and By-Laws annually to reflect the changes in the provincial OSSTF Constitution and By-Laws passed at the Annual Meeting of the Provincial Assembly and submit these corrections for approval to the Teacher/OT Bargaining Unit Council prior to the printing of the official Constitution and By-Laws of the Teacher/OT Bargaining Unit.
- x) review annually and amend as necessary, at a June Executive Meeting, the various Executive Guidelines/Terms of Reference
- y) designate the Educational Services Chair to act as the Teacher/OT Bargaining Unit's Educational Services Officer
- z) In the event a tie occurs in the appointment of Teacher/OT Bargaining Unit Officers and Chairs, a re-vote will take place. If a second tie occurs, then the candidates involved in the tie will be elected by the members of Teacher/OT Bargaining Unit Council at the next Teacher/OT Bargaining Unit Council meeting. A special meeting of the Teacher/OT Bargaining Unit Council may

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- be called for election purposes at the discretion of the Teacher/OT Bargaining Unit President.
- aa) Designate the Communications/Political Action/Excellence in Education Chair or designate to act as the Teacher/OT Bargaining Unit's Labour Council Liaison, Communications Officer, Political Action Officer and Excellence in Education Officer.
 - bb) designate the Human Rights chair to act as the Teacher/OT Bargaining Unit's Equity Officer
 - cc) approve the District 16 T/OT BU Negotiations Brief and the District 16 T/OT BU 'bottom line' positions prior to entering into local negotiations; subsequent changes to the baseline positions may be necessary if the Board presents its own brief or as negotiations progress.
 - dd) meet with the the Provincial Executive to determine the terms under which they will negotiate. These terms shall be set out in a Provincial Responsibility for Negotiations agreement signed by the District 16 T/OT BU President
 - ee) work with the PRN Team to develop negotiating baselines to be submitted to the Provincial Chairperson under PRN;
 - ff) assign the members of District 16 T/OT BU who will act as the District members of the PRN Team; a representative of the OT Branch will be invited to the bargaining table whenever discussions affecting Occasional Teachers are planned.
 - gg) review changes to the baseline positions to facilitate the making of a tentative agreement. Such changes must be approved by the BU Executive; if the changes are not approved there can be no agreement.
 - hh) endorse pproposed amendments to the Collective Agreement (Mid-Term Agreements) (submitted in writing, including the appropriate references to existing articles) to be ratified by the T/OT BU Council
7. It shall be the duty of the Teacher/OT Bargaining Unit Council to:
- a) transact any business affecting the Teacher/OT Bargaining Unit which is delegated to it by these By-Laws or by the Teacher/OT Bargaining Unit Membership or by the Teacher/OT Bargaining Unit Executive
 - b) advise the Teacher/OT Bargaining Unit Executive on any matters requiring attention during the interval between meetings of the Teacher/OT Bargaining Unit Membership
 - c) ratify any policy decisions and appointments made by the Teacher/OT Bargaining Unit Executive
 - d) elect up to three additional members of the Teacher/OT Bargaining Unit Negotiating Team during the school year prior to the expiration of the Collective Agreement.
 - e) approve spending from the Reserve Funds
 - f) annually receive reports from Teacher/OT Bargaining Unit Officers who are not members of Teacher/OT Bargaining Unit Council.

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- g) select Teacher/OT Bargaining Unit AMPA delegates at large before the February Council Meeting.
 - h) ratify proposed amendments to the Collective Agreement (Mid-Term Agreements). Council shall receive the proposed amendment(s) in writing at least one week prior, including the appropriate references to existing articles, as well as the existing language for the article(s) subject to amendment at the meeting in which the ratification vote will be held.
8. It shall be the duty of the Teacher/OT Bargaining Unit Membership to:
- a) elect the Teacher/OT Bargaining Unit Executive as stipulated in Article VIII, Section 1 of the Teacher/OT Bargaining Unit Constitution and in By-Law II Section 1 of these by-laws,
 - b) receive and take appropriate action upon
 - i) communications and reports from the members of the Teacher/OT Bargaining Unit Council and its committees
 - ii) communications and resolutions from the Branches of the Teacher/OT Bargaining Unit
 - c) instruct the Teacher/OT Bargaining Unit Executive and the Teacher/OT Bargaining Unit Council and the Teacher/OT Bargaining Unit Special and Standing Committees
 - d) adopt a budget at the Teacher/OT Bargaining Unit Annual General Meeting for the following fiscal year
 - e) delegate, to the Teacher/OT Bargaining Unit Executive only, responsibility for administering the Budget and for accounts incurred in so doing during the interval between meetings of the Teacher/OT Bargaining Unit Membership
 - f) grant such sum or such portion of each fee as may be decided at the Teacher/OT Bargaining Unit Annual General Meeting to each Branch of the Teacher/OT Bargaining Unit
 - g) consider matters of general interest to education as they affect OSSTF. and the Teacher/OT Bargaining Unit
 - h) adopt by-laws necessary for the transaction of Teacher/OT Bargaining Unit business provided that they do not contravene the Constitution of the Teacher/OT Bargaining Unit and to assure that a copy of such By-Laws is filed with the Secretary of the OSSTF.
 - i) give clear directions to the Teacher/OT Bargaining Unit Executive on filling of positions approved at the Teacher/OT Bargaining Unit Annual General Meeting.
9. It shall be the duty of the Chair of a Teacher/OT Bargaining Unit Committee to:
- a) convene and direct the work of his/her Committee in accordance with its mandate;
 - b) work in cooperation with the related Provincial Committee;
 - c) report, in the case of a Standing Committee, to the Teacher/OT Bargaining Unit Membership at least annually at the AGM:
 - d) serve as Chair or as a member of the Nominations Committee if requested by the Teacher/OT Bargaining Unit President;

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- e) report, upon request, to the Teacher/OT Bargaining Unit Executive and to the Teacher/OT Bargaining Unit Council.
10. It shall be the duty of the Branch President to:
- a) represent all members of the Branch, and OT members as necessary, in an objective and professional manner;
 - b) to hold regular meetings with school/workplace administration;
 - c) fulfill duties as prescribed by the Collective Agreement
 - d) carry out such other reasonable duties as may from time to time be delegated by the Teacher/OT Bargaining Unit President.
11. It shall be the duty and procedure of the Grievance Committee:
- a) Appoint a Chairperson of the Grievance Committee.
 - b) Determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, application, administration or alleged violation of the Collective Agreement or of established past practice.
 - c) Meetings of the Grievance Committee will be called by the Chairperson.
 - d) All grievances are confidential to the members of the Grievance Committee, the Teacher/OT Bargaining Unit Executive and to the grievor.
 - e) Procedures for alleged grievances.
 - i) All alleged grievances directed to the Teacher/OT Bargaining Unit shall be referred to the Grievance Officer or designate immediately.
 - ii) The Grievance Officer or designate shall investigate the alleged violations.
 - iii) The Grievance Committee will consider, in camera, whether the Teacher/OT Bargaining Unit will proceed with the grievance.
 - iv) The Grievance Officer shall inform the member of the Committee's decision that will be reported to the Teacher/OT Bargaining Unit Executive and the reason for it.
 - v) The Grievance Officer will inform the member of the Appeals Process should the Grievance Committee deny the grievance.
 - vi) The Grievance Officer shall also report any minority opinions of the Committee to the Teacher/OT Bargaining Unit Executive.
 - f) All decisions by the Committee shall be by simple majority.
 - g) A quorum for the Committee shall be two.
12. It shall be the duty of the Chief Negotiator/Staffing Officer to:
- a) attend all meetings of the Teacher/OT Bargaining Unit Executive and Teacher/OT Bargaining Unit Council;
 - b) attend all Provincial CBC and Regional CBC conferences and workshops;
 - c) maintain up-to-date resource materials on teacher bargaining;
 - d) be responsible for the preparation, presentation and approval of the Teacher/OT Bargaining Unit negotiating brief and the negotiating bottom lines;

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- e) be the spokesperson (or assign a spokesperson) for the Teacher/OT Bargaining Unit while involved in direct negotiations with the YRDSB,
- f) along with the Teacher/OT Bargaining Unit President (or designate) act as the spokesperson for any external questions about the state of negotiations,
- g) chair (or assign a chair of) meetings of the negotiations committee;
- h) report to the Teacher/OT Bargaining Unit Executive on trends in bargaining which may have an influence on the Teacher/OT Bargaining Unit's negotiations;
- i) be responsible for the training of the members of the negotiations committee;
- j) schedule and organize meetings of the negotiations committee when necessary;
- k) receive submissions from members for consideration in the preparation of the negotiating brief;
- l) schedule and organize, as necessary, the negotiations committee retreat for preparing the negotiating brief and the supporting rationale, and for determining any required bottom line positions for proposal to the Executive;
- m) be a member of the Teacher/OT Bargaining Unit Grievance Committee;
- n) request from the Board any data that is relevant to negotiations;
- o) arrange for communications to the membership on negotiating matters;
- p) advise the Teacher/OT Bargaining Unit Executive on procedures for ratification, formal assistance and Provincial Responsibility for Negotiations, and
- q) assist in the day-to-day operation of the Teacher/OT Bargaining Unit Office.
- r) report to the T/OT BU Executive on a regular basis of the status of Provincial, Local and PRN negotiations.
- s) monitor the implementation of the Collective Agreement, including but not limited to:
 - i) monitoring the staffing allocations to secondary schools, secondary programs and regional programs employing secondary teachers or occasional teachers;
 - ii) reviewing, monitoring and making recommendations regarding members' working conditions;
 - iii) reviewing, monitoring and ensuring that the transfer, surplus and redundancy processes are properly followed;
 - iv) monitoring the implementation of workload protocols, staffing memos, procedures and regulations;
 - v) accessing Board staffing data as required in the performance of these duties;
 - vi) attending all regional meetings or parts of regional meetings that have staffing allocations, surplus placements, and/or redundancies on the agenda;
 - vii) monitoring the working conditions of Occasional Teacher members and the application of protocols and regulations regarding occasional teaching assignments and Hiring Practices;

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- t) support and train In-school Staffing Committees to fulfill their duties as identified in the Collective Agreement;
 - u) assist Branch Presidents and members to understand the Collective Agreement and its implications;
 - v) communicate to Branch Presidents and members in a timely manner to inform them of staffing timelines and processes;
 - w) assume such reasonable duties as may from time to time be delegated by the Teacher/OT Bargaining Unit President.
13. The Collective Bargaining Committee shall consist of:
- a) The Chief Negotiator/Staffing Officer;
 - b) The 2nd Negotiator;
 - c) One member from each Branch Executive;
 - d) The Teacher/OT Bargaining Unit President;
 - e) Up to two active members of the Teacher/OT Bargaining Unit at large, who may be co-opted by the Chief Negotiator/Staffing Officer, with the approval of the Teacher/OT Bargaining Unit Council on the recommendation of the CBC.
14. When the Teacher/OT Bargaining Unit is in a negotiating year (i.e. during the school year prior to the expiration of the Collective Agreement), it shall be the duty of the Collective Bargaining Committee to assist the Chief Negotiator/Staffing Officer in:
- a) Ascertain the negotiating priorities of the membership, with the Collective Bargaining Committee, through the development, distribution and debriefing of a membership survey;
 - b) Collating and summarizing the membership survey;
 - c) The preparation, presentation and approval of the Teacher/OT Bargaining Unit negotiating brief and the negotiating bottom lines.
15. It shall be the duty of the Collective Bargaining Committee Representative to:
- a) Attend all Teacher/OT Bargaining Unit CBC meetings or arrange for a replacement if necessary;
 - b) Communicate all relevant information from the branch to the Chief Negotiator/Staffing Officer and vice versa;
 - c) Assist the Branch President and branch Executive. Keep them, as well as the rest of the Branch, informed of actions, concerns, and decisions of the Teacher/OT Bargaining Unit CBC;
 - d) Be knowledgeable about the Collective Agreement and assist the Branch President in helping members to understand the contract;

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- e) Promote and advance the cause of OSSTF and Teacher/OT Bargaining Unit within the Branch.
16. The Negotiations Committee shall consist of
- a) The Chief Negotiator/Staffing Officer, appointed by the Teacher/OT Bargaining Unit Executive, subject to ratification by Teacher/OT Bargaining Unit Council;
 - b) The 2nd Negotiator, appointed by the Teacher/OT Bargaining Unit Executive (by October 15th during the school year prior to the expiration of the Collective Agreement), subject to ratification by Teacher/OT Bargaining Unit Council;
 - c) One OT Negotiator, selected by the OT Executive;
 - d) Three members selected by the Teacher/OT Bargaining Unit Council;
 - e) The Teacher/OT Bargaining Unit President.
17. It shall be the duty of the Negotiations Committee to:
- a) Attend meetings of the Collective Bargaining Committee;
 - b) Assist the Chief Negotiator/Staffing Officer in:
 - i) Ascertain the negotiating priorities of the membership, with the Collective Bargaining Committee, through the development, distribution and debriefing of a membership survey;
 - ii) Collating and summarizing the membership survey;
 - iii) The preparation, presentation and approval of the Teacher/OT Bargaining Unit negotiating brief and the negotiating bottom lines;
 - iv) Providing recommendations to the Teacher/OT Bargaining Unit Executive regarding negotiating priorities based on the results of the membership survey
 - c) Assuming duties as assigned by the Chief Negotiator/Staffing Officer.
18. The Communications/Political Action (CPAC) Committee shall be comprised of:
- a) The Communications/Political Action Committee Chair;
 - b) One member from each Branch;
 - c) One Teacher/OT Bargaining Unit Vice President liaison.
19. It is the duty of the Communications/Political Action Committee (CPAC) to:
- a) promote and advertise activities/programmes of secondary schools.
 - b) inform teachers of issues and programmes of relevance.
 - c) administering the budget allocated to the CPAC
 - d) establishing funding guidelines for any political action initiated by the CPAC, the Teacher/OT Bargaining Unit or the Provincial Office.
 - e) identifying the political action needs of the Teacher/OT Bargaining Unit.

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20. It is the duty of the Communications/Political Action Chair to:
- a) convene and direct the work of the CPAC Committee in accordance with the directions of the Teacher/OT Bargaining Unit and Provincial Executives;
 - b) convene and direct the work of the Excellence in Education Committee in accordance with the directions of the Teacher/OT Bargaining Unit and Provincial Executives;
 - c) attend and report for the Teacher/OT Bargaining Unit CPAC Committee and other related CPAC committees at Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and Teacher/OT Bargaining Unit Annual Meetings;
 - d) be responsible for expenditures of funds allocated to the CPAC committee;
 - e) be responsible for expenditures of funds allocated to the Excellence in Education Committee;
 - f) be responsible for preparing an annual Communications and Political Action budgets for CPAC;
 - g) co-ordinate activities with the Teacher/OT Bargaining Unit Excellence in Education committee when appropriate;
 - h) keep the membership informed of up to date information via newsletter, website, email, and or social media
 - i) be responsible for reporting on the activities of the Communications/Political Action Committee at Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council, and Teacher/OT Bargaining Unit Annual General Meetings;
 - j) assist the President as required;
 - k) promote the annual provincial Student Achievement Award in honour of Marion Drysdale and collect entries, choose District winners (with members of the Excellence in Education committee) and submit winning entries to the Regional competition;
21. It is the duty of the In-school Communications/Political Action Representative to:
- a) attend meetings of the Teacher/OT Bargaining Unit Communications /Political Action Committee and arranging for an alternate to cover his/her absences;
 - b) communicate any events or activities happening in schools that would be of interest to the membership to the Chairperson for inclusion in Signal or our website, Facebook page or twitter account;
 - c) participate in the CPAC committee planning of internal and external initiatives for the Teacher/OT Bargaining Unit;
 - d) distribute information on CPAC activities and clarifying for branch members the plans for any political action activity;
22. Excellence in Education Committee shall be comprised of:

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- a) The Excellence in Education Chair;
 - b) One member from each Branch;
 - c) One Teacher/OT Bargaining Unit Vice President liaison.
23. It is the duty of the In-school Excellence in Education Representative to:
- a) attend meetings of the Teacher/OT Bargaining Unit Excellence in Education Committee and arranging for an alternate to cover his/her absences;
 - b) participate in the Excellence in Education committee planning of internal and external initiatives for the Teacher/OT Bargaining Unit;
24. It is the duty of the Excellence in Education Committee to:
- a) promote the annual provincial Student Achievement Award in honour of Marion Drysdale and collect entries, choose Teacher/OT Bargaining Unit winners (with members of the Excellence in Education committee) and submit winning entries to the Regional competition;
 - b) inform teachers of issues and programmes of relevance;
25. The Educational Services Committee shall be comprised of:
- a) The Educational Services Officer;
 - b) One member from each Branch;
 - c) One Teacher/OT Bargaining Unit Vice President liaison.
26. It is the duty of the Educational Services Committee to:
- a) administering the budget allocated to the ES Committee;
 - b) establish funding guidelines for PD activities at the school level;
 - c) identify the educational needs of teachers, and
 - d) assist the PD Operating Committee in the organization of the Regional PD Day in the different centres, if a regional day is reinstated by the Board.
27. It is the duty of the Educational Services Chair to:
- a) convene and direct the work of the ES Committee in accordance with the direction of the Teacher/OT Bargaining Unit Executive;
 - b) attend and report as spokesperson for the Teacher/OT Bargaining Unit ES Committee and other related ES (PD) committees at Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and Teacher/OT Bargaining Unit Annual General Meetings;
 - c) be responsible for expenditure of funds allocated to the ES Committee;
 - d) be responsible for preparing an annual budget for the ES Committee;
 - e) administer the granting of Teacher/OT Bargaining Unit PD Conference funding to members;
 - f) be responsible for the advertising and selection of member recognition awards;

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- g) assist the PD Operating Committee in the planning and organization of the Regional PD Days, and
28. The Status of Women Committee shall be comprised of:
- a) The Status of Women Chair;
 - b) One member from each Branch;
29. It is the duty of the Status of Women Committee to:
- a) advise the Executive on the need for appropriate action with respect to any developing trends;
 - b) provide a forum for discussion of issues relevant to women in OSSTF Teacher/OT Bargaining Unit 16;
 - c) develop programs and strategies for change around issues of concern to women teachers;
30. It shall be the duty of the Status of Women Chair to:
- a) be responsible for the functioning of the SWC Committee;
 - b) act as spokesperson for the SWC Committee at Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and Teacher/OT Bargaining Unit Annual General Meetings;
 - c) call and preside over meetings of the SWC Committee;
 - d) keep the Teacher/OT Bargaining Unit Executive, Teacher/OT Bargaining Unit Council and the Teacher/OT Bargaining Unit membership informed of the operations of the SWC Committee;
 - e) work in co-operation with the related provincial SWC Committee;
 - f) be responsible to the Teacher/OT Bargaining Unit Executive for the expenditures of funds allocated to the SWC Committee;
 - g) be responsible for preparing the annual budget for the SWC Committee, and
 - h) provide assistance to the incoming SWC Chair when a changeover occurs.

By-Law V - Amendments

Amendments to these By-Laws may be made at the Teacher/OT Bargaining Unit Annual General Meeting EITHER

1. By a majority vote of the members present, provided that:
 - a) written notice of the proposed amendment, if by a source other than the Teacher/OT Bargaining Unit Council, shall have been given to the Teacher/OT Bargaining Unit Executive on or before the sixty (60) calendar

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days immediately preceding the Teacher/OT Bargaining Unit Annual General Meeting and

- b) notice of the proposed amendment shall have been forwarded thirty (30) calendar days in advance of the Teacher/OT Bargaining Unit Annual General Meeting to the Branch Executive by the Teacher/OT Bargaining Unit Executive

OR

2. By a two-thirds vote of the members present, previous notice not having been given as in Sub-Section (a) above.

By-Law VI - Procedure

1. Meetings of the Teacher/OT Bargaining Unit or Branch shall be conducted so as to include the following items of business, when applicable:
 - a) Registration of members;
 - b) Reading of the OSSTF. Pledge;
 - c) Reading, amendment and adoption of Minutes of previous meetings, plus business arising therefrom;
 - d) Adoption of an agenda for the meeting;
 - e) Appointment of steering, resolutions, credentials and other temporary committees or personnel;
 - f) Presentation of accounts and communications plus business arising therefrom;
 - g) Presentation of reports from members of Teacher/OT Bargaining Unit Council committees plus business arising therefrom;
 - h) Unfinished business;
 - i) New business;
 - j) Introduction of Officers; (At the Teacher/OT Bargaining Unit Annual General Meeting);
 - k) Adjournment.
2. Voting Qualifications (Privileges):
 - a) All members of Teacher/OT Bargaining Unit may vote at Teacher/OT Bargaining Unit Annual General Meeting and Special Meetings;
 - b) All members of the Teacher/OT Bargaining Unit Council may vote at Teacher/OT Bargaining Unit Council Meetings except:
 - i) where the Teacher/OT Bargaining Unit Council Meeting is convened under By-Law III, Section 2 (c) in which case the elected and appointed members of the Teacher/OT Bargaining Unit Executive shall abstain from voting,
 - c) All members of the Teacher/OT Bargaining Unit Executive at Teacher/OT Bargaining Unit Executive Meetings except on matters concerning:
 - i) expenditures,
 - ii) interim policies and

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- iii) filling of vacant appointed positions on the Teacher/OT Bargaining Unit Executive. Only the elected members of the Teacher/OT Bargaining Unit Executive and the immediate Past President shall have the right to vote.
3. The regular "Order of Business"
 - a) shall be determined by the Teacher/OT Bargaining Unit Executive for any Teacher/OT Bargaining Unit Meetings,
 - b) shall be determined by the Branch Executive for Branch Meetings or
 - c) may be suspended by a two-thirds vote of the members present.
4. An appeal from the ruling of the Chair shall be decided immediately and by a majority vote of the members present.
5. Questions of procedure not covered in these Bylaws shall be resolved by reference to the guidelines set out in the OSSTF Handbook... Bylaw 26 – Rules of Order and Procedures.

By-Law VII – Anti-Harassment Policy

1. The Teacher/OT Bargaining Unit shall have an Anti-Harassment Policy and Procedure to be followed at all OSSTF workplaces and functions.
2. The Anti-Harassment Policy and Procedure and any amendments to it shall be approved by District Council.

By-Law VIII – Anti-Harassment Appeals Procedure

A member or employee affected by a decision resulting from a complaint under the Teacher/OT Bargaining Unit's Anti-Harassment Policy and Procedure may appeal this decision by submitting a request in writing to the Teacher/OT Bargaining Unit President for an Appeal Hearing. The Teacher/OT Bargaining Unit President shall promptly appoint three members of Teacher/OT Bargaining Unit Council to form an Appeal Committee to consider the appeal. The Appeal Committee shall meet without delay to consider the appeal, review the complaint, the investigation process and findings, and the decision. Following the review, the Appeal Committee shall either confirm or modify the decision. The decision of the Appeal Committee shall be consistent with the Teacher/OT Bargaining Unit Anti-Harassment Policy and Procedures. The Appeal Committee shall promptly report the decision of the Appeal to the Teacher/OT Bargaining Unit President, who will communicate the decision to the Appellant in writing forthwith. The Decision of the Appeal Committee shall be considered final and not subject to any appeal.

Policy

1. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that every member has the right to be accompanied by a member of his/her Branch and/or Teacher/OT Bargaining Unit Executive at any meeting that a member has requested or has been requested to attend with a member of the administration when the member feels that the discussions may involve his/her job security and/or disciplinary action.'
2. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that no Teacher/OT Bargaining Unit Standing or Special Committee should be used by any member or group of members for any purpose that is not consistent with the terms of reference of that committee, including the use of a committee's organizational and communication abilities for the support of candidates for election to Teacher/OT Bargaining Unit and/or Branch offices.'
3. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that the Teacher/OT Bargaining Unit Executive should establish and maintain formal lines of communication with the Executive Council of the York Region District School Board.'
4. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that Branch Presidents should be invited to participate in Department Heads meetings within their own schools.'
5. BE IT RESOLVED THAT 'It be the policy of the Teacher/OT Bargaining Unit that Branch Presidents be allowed the same time release as major department heads and the right to attend department heads meetings for the purpose of carrying out of their duties.'
6. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that the following be the procedure governing the dissemination of information regarding products or services from non-federation sources or from members to members.'

Policy and Procedure on Disseminating Information from Non-Federation Sources or from Members to Members

Preamble:

The Teacher/OT Bargaining Unit of District 16 of the Ontario Secondary School Teachers' Federation is an organization existing to provide professional services to its members. It is not in the business of endorsing any person or organization which will gain financially by exposure to the membership, but the Executive will consider individual requests which may be regarded as providing a benefit to the members. Executive approval for distribution of information does not constitute endorsement or authentication of any offer or program. The buyer/consumer must, as always, beware.

Procedure:

The Teacher/OT Bargaining Unit Executive will decide whether to circulate information from profit making organizations or from a Teacher/OT Bargaining Unit member on an individual basis, subject to the following procedure:

- a) A sub-committee of the Executive will be established on a needs basis to examine requests from organizations or members to distribute information regarding products or services to Teacher/OT Bargaining Unit members.
- b) A detailed written outline of the service will be provided by the applicant to assist the sub-committee in its decision.
- c) A representative from the organization may be required to attend the sub-committee meeting to provide clarification or further information.
- d) The sub-committee will subsequently make recommendations to the Executive about services to be approved, and such approvals will be granted or not by Executive motion.
- e) Those services which are approved by the Executive must provide material for distribution to the Teacher/OT Bargaining Unit office where the following rider will be attached:

"The enclosed/attached material is provided for your information only. Teacher/OT Bargaining Unit in no way endorses or authenticates this program or service."
- f) A fee will be charged based on the costs for materials, secretarial time, and distribution.

7. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that Branch Presidents should hold an early meeting with all new teachers to introduce and explain OSSTF objectives and services.'
8. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that no Superintendent go into a member's classroom or work station without going through the Principal and without advance notice being given to the Teacher by the Principal and without the consent of the Teacher.'
9. BE IT RESOLVED THAT 'It is the policy of the Teacher/OT Bargaining Unit that the following be the procedure governing the prevention and resolution of harassment for all members and employees of the Teacher/OT Bargaining Unit, both in the office and at all Teacher/OT Bargaining Unit sponsored meetings and functions.'

Policy and Procedure On The Prevention And Resolution Of Harassment For All Members And Employees

Preamble:

Every member and employee of the Teacher/OT Bargaining Unit has the right to a workplace and union environment free from harassment and bullying, in which all are treated with respect and dignity. Harassment has a destructive effect on the workplace or union environment, individual well-being, and on union solidarity. Harassment will not be tolerated.

Harassment is any vexatious course of conduct or comment which is known or ought reasonably to be known to be unwelcome, which intimidates or threatens, humiliates, belittles, embarrasses or demeans another person. Harassment can take many forms and may be verbal, physical or psychological. They can involve a range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be overt or indirect; in person or by telecommunication; they may be isolated or repeated. Bullying is any form of harassment that involves a power imbalance, and may be repetitive. Sexual harassment is any unwanted attention of a sexual nature, including offensive or humiliating behaviour related to a person's sex, and behaviour of a sexual nature that creates an intimidating, hostile or "poisoned" work environment, or that could reasonably be thought to put sexual conditions on a person's job, employment opportunities or union involvement.

The Teacher/OT Bargaining Unit must have the goal to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate any harassing behaviour against an employee or another member. The Teacher/OT Bargaining Unit takes seriously its responsibility to ensure that every employee and member is treated with respect and dignity at all Teacher/OT Bargaining Unit sponsored events and gatherings, including workshops, meetings, conferences, business travel, off-site meetings or work- or union-related social gatherings.

This policy focuses on the prompt resolution of harassment complaints. Harassment needs to be addressed with sensitivity, discretion and in a timely manner. Any employee or member who feels targeted by harassment must be able to speak up and know their concerns will be addressed and action taken promptly, in accordance with Teacher/OT Bargaining Unit Policies and Bylaws, and the following Complaint and Resolution Procedure. This procedure is to be used by any employee or member who feels victimized by harassment in any form so that, where possible, complaints can be resolved internally.

Complaint and Resolution Procedure:

An employee who feels s/he has been the target of harassment in a Teacher/OT Bargaining Unit workplace, or a member who believes s/he has been the target of harassment at a Teacher/OT Bargaining Unit sponsored event or meeting is encouraged to take immediate action to ensure this behaviour is stopped.

As a first step, the employee or member should make it clear to the perpetrator that s/he finds the behaviour offensive, and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party. The employee or member is encouraged to keep a personal, written record of all harassing behaviour.

If the behaviour recurs or persists, or if the employee or member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated officer(s) and ask her/him to act. If no officer has been designated, the employee or member should speak with the Executive in charge to ask that one be appointed.

The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s), with the approval of the Executive Officer, may remove the respondent temporarily from the meeting if the circumstances warrant.

The investigation will be handled confidentially; however all complaints will be reported by the designated officer(s) to the Executive Officer.

The designated officer(s) may act as informal mediator(s) to help settle the complaint, if the parties agree, and either party has the right to refuse informal mediation. If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the Executive Officer for action and it shall be the joint responsibility of the Executive Officer and the Executive in charge to promptly conduct an investigation, determine whether, on a balance of probabilities, harassment did take place, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.

Resolutions may include, but are not limited to, an apology, a written commitment to cease any and all offensive behaviour, mediation, warnings, temporarily limiting access,

or removal/exclusion from the meeting or event. If mediation is chosen, each person has the right to be accompanied and assisted during mediation session(s) by another person. The appointed mediator will not be involved in investigating the complaint, and will not be asked to represent the Teacher/OT Bargaining Unit at any stage of any proceedings related to the complaint.

The Teacher/OT Bargaining Unit Executive Officer shall keep and maintain accurate records related to all investigations of complaints that the Teacher/OT Bargaining Unit receives of workplace or union harassment and the disciplinary measures taken. Such records will be maintained in confidential and restricted files for a period of five years. If the respondent is an employee of the Teacher/OT Bargaining Unit, and if the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser. If the respondent is an employee of the Teacher/OT Bargaining Unit, and if the investigation reveals harassment occurred, the incident and the discipline which is imposed on the harasser will be recorded in the personnel file.

A member or employee affected by a decision resulting from a complaint under the Teacher/OT Bargaining Unit's Anti-Harassment Policy and Procedure may appeal this decision by submitting a request in writing to the Teacher/OT Bargaining Unit President for an Appeal Hearing. The Teacher/OT Bargaining Unit President shall promptly appoint three members of the Teacher/OT Bargaining Unit Council to form an Appeal Committee to consider the appeal. The Appeal Committee shall meet without delay to consider the appeal, review the complaint, the investigation process and findings, and the decision. Following the review, the Appeal Committee shall either confirm or modify the decision. The decision of the Appeal Committee shall be consistent with the Teacher/OT Bargaining Unit Anti-Harassment Policy and Procedures. The Appeal Committee shall promptly report the decision of the Appeal to the Teacher/OT Bargaining Unit President, who will communicate the decision to the Appellant in writing forthwith. The Decision of the Appeal Committee shall be considered final and not subject to any appeal.

Any person who makes a complaint will be protected from reprisals. Anyone who retaliates in any way against a person who has been involved in a harassment complaint will be subject to the same penalties as a harasser.

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 person unjustly accused of harassment will be given the benefit of any necessary remedies that would be given in a case of harassment.

None of the above restricts the employee's or member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to the police. If a complaint is or has been dealt with through another avenue of recourse, the complaint process under this policy will not proceed further and the file will be closed