
CONSTITUTION AND BY-LAWS OF

The Education Student Support Personnel

And

Early Childhood Educators

Bargaining

Unit District 18

Ontario Secondary School Teachers' Federation

Adopted: January 28, 1999

Amended: June 2018

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ARTICLE 1- Definitions

- 1.1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 1.2 "Bargaining Unit (BU)" shall mean a bargaining unit of OSSTF District 18, Specifically the ESSP/RECE.
- 1.3 "OSSTF District 18" shall mean the Ontario Secondary School Teachers' Federation District 18, Upper Grand.
- 1.4 "Member" shall mean an active member of OSSTF.
- 1.5 "Constitution" shall mean a system of fundamental principles according to which OSSTF District 18, Educational Student Support Personnel/Registered Early Childhood Educator Bargaining Unit is governed.
- 1.6 "By-Laws" shall mean procedures for the conduct and management of this Bargaining Unit.
- 1.7 "Policy" shall mean a stand or position taken by OSSTF or OSSTF District 18.
- 1.8 "Educational Student Support Personnel/Registered Early Childhood Educators" shall mean all persons employed as Educational Assistants and/or Special Program Assistants by The Upper Grand District School Board as defined in the Collective Agreement.
- 1.9 "Work Site" shall mean any location where an active member of this bargaining unit is employed.
- 1.10 "The Board" Shall mean The Upper Grand District School Board or its successor.

ARTICLE 2 – Organization:

- 2.1. This organization shall be known as "Ontario Secondary School Teachers' Federation, District 18, Educational Student Support Personnel/Registered Early Childhood Educators."
- 2.2. The Constitution of the Educational Student Support Personnel/Registered Early Childhood Educators shall not contravene that of OSSTF or that of OSSTF District 18. If it does, is shall be null and void.

ARTICLE 3 – Objectives:

- 3.1. The objectives of this organization shall be:
 - 3.1.1. To uphold and maintain the objectives of the OSSTF and those of the OSSTF, District 18 as described in their respective constitutions.
 - 3.1.2. To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and /or collective bargaining with The Board.
 - 3.1.3. To establish Articles and By-Laws to govern its members which shall not contravene those established by the OSSTF.

ARTICLE 4 – Membership:

- 4.1 Members shall be Educational Student Support Personnel/Registered Early Childhood Educators employed by The Board as defined in the Collective Agreement.

ARTICLE 5 – Fees:

- 5.1 The amount of annual fees shall be prescribed in the By-Laws of OSSTF, OSSTF District.

ARTICLE 6 – Bargaining Unit Organization:

6.1. **Executive:**

There shall be Bargaining Unit Executive consisting of the following voting members:

- i. President – Co-Chief Negotiator
- ii. First Vice – President/Political Action Officer/Constitution Officer
- iii. Second Vice – President and Co-Chief Negotiator
- iv. Secretary
- v. Treasurer
- vi. Early Childhood Educator Officer
- vii. Education Services Officer
- viii. Pay Equity Officer
- ix. Health and Safety Officer
- x. Causal EA/RECE Officer
- xi. Educational Assistant Officer

- 6.2. There shall be Bargaining Unit Executive consisting of the following non-voting members:

- i. Executive Assistant

6.3. **Bargaining Unit Release Officers:**

The Bargaining Unit shall have up to three (3) full-time equivalent release positions as follows:

- i. The Bargaining unit President
- ii. A member of the Bargaining Unit Executive; and
- iii. The Bargaining Unit Executive Assistant appointed by the Bargaining Unit Executive (non-voting)

6.4. **Bargaining Unit Standing Committees and Representatives:**

- 6.4.1 There shall be such Bargaining Unit Standing Committees and Representatives as designate in the By-Laws and Ad Hoc Committees as the Bargaining Unit Executive or General Meeting may from time to time deem necessary.

6.4.2 Ad Hoc Committee members shall apply to the committee and shall be chosen and appointed by Bargaining Unit Executive.

6.5. Ad Hoc Committees:

6.1.1 Such committees may be established by the Executive and shall receive written directives outlining responsibilities and time lines from the Executive.

6.1.2 The General Meeting may from time to time, establish such Ad Hoc Committees it may deem necessary. At this meeting such committees will be given their mandate, their time line and the body to which they report.

ARTICLE 7 – Amendments:

7.1. Amendments to Articles of this Constitution may be made at a General Meeting of the Bargaining Unit by:

7.1.1 A two thirds ($\frac{2}{3}$) vote of the members present and voting provided that:

- i. Notice of the proposed amendment shall be given to the Secretary at least thirty (30) days prior to the general meeting.
- ii. Circulated to all members at least fifteen (15) prior to the General Meeting
- iii. A three quarters ($\frac{3}{4}$) vote of the members present and voting where no prior notice has been given.

7.2. Amendments to the By-Laws of this Constitution may be made at a General Meeting of the Bargaining Unit by:

7.2.1 A majority vote of members present and voting, provided that;

- i. Notice of the proposed amendment shall have been given to the Secretary at least thirty (30) days prior to the General Meeting
- ii. Circulated to all members at least fifteen (15) days prior to the General Meeting

7.2.2 A two thirds ($\frac{2}{3}$) majority vote of members present and voting where no prior notice has been given.

7.3. A Current copy of the Constitution as amended shall be filed with the Provincial Office of OSSTF and the District Office of the OSSTF District 18.

BY-LAW 1 – Duties of Members:

- 1.1. It shall be the duty of members to comply with the Constitution and By-Laws of OSSTF and OSSTF District 18 and the Constitution and By-Laws adopted by the Educational Student Support Personnel/Early Childhood Educators Bargaining Unit.

BY-LAW 2 – Fees and Levy:

- 2.1. The calculation of the annual OSSTF fees and district levy for every member shall be as provided in the Constitution and By-Laws of the OSSTF and District 18.
- 2.2. The method of payment of OSSTF fees and district levy shall be as prescribed in the Collective Agreement made between the Bargaining Unit and The Board.
- 2.3. The EI Rebate collected by The Board shall be paid to OSSTF District 18, Educational Student Support Personnel/Registered Early Childhood Educators Bargaining Unit, semi-annually.
- 2.4. There is a Bargaining Unit Levy to be used, in part, to pay Bargaining Unit Officer release time. The amount of levy shall remain set at the previous year's amount unless a levy motion is brought forward by the Bargaining Unit Executive and Finance Committee.
- 2.5. The Salary Grid for the Release Officers is as outlined below:

POSITION	FIRST TERM	SECOND TERM	FIFTH YEAR
President + Four (4) weeks of pay during the summer working hours	Current Salary @ Forty (40) hour/week	Maximum of category three (3) @ Forty (40) hours/week	Maximum of category three (3) @ Forty (40) hours/week
Release Officers + Two (2) weeks of pay during the summer working hours	Current Salary @ Forty (40) hours/week	Current Salary @ Forty (40) hours/week	Current Salary @ Forty (40) hours/week

- 2.6. Reserve Funds:
 - 2.6.1. Reserve funds generated by the Bargaining Unit accounts may be used primarily for the release time, PD, Bargaining unit equipment, member engagement and other Bargaining Unit expenditures approved by the majority of Bargaining Unit Executive.
 - 2.6.2. Reserve Funds shall be invested according to federation guidelines.

BY-LAW 3 – Representation at Meetings of OSSTF District 18:

- 3.1. The Bargaining Unit President or their designate shall represent the Bargaining Unit at District Executive Council Meetings of OSSTF District 18 or provide such representation as prescribed by District 18 Constitution and By-Laws
- 3.2. The Chairperson of the Collective Bargaining Committee shall represent the Bargaining Unit at meetings of the OSSTF District 18 Collective Bargaining Committee.
- 3.3. Every member of the BU shall be eligible to vote at any General Meeting of OSSTF District 18.
- 3.4. Members of this Bargaining Unit may not vote on Collective Agreement matters of other bargaining units within the District.

BY-LAW 4 – Election to District Offices:

- 4.1. Any member of the Bargaining Unit shall be eligible to stand and be elected to, or be appointed to, a position on the District Executive Council of OSSTF District 18.

BY-LAW 5 – Bargaining Unit Meetings:

5.1. **Bargaining Unit Executive:**

- 5.1.1. The Executive shall meet at the call of the President or on the request of two (2) of its members.
- 5.1.2. A quorum shall be five (5) members.
- 5.1.3. The Executive shall meet at least six (6) times per school year.
- 5.1.4. Any member of the Bargaining Unit Executive who misses two (2) regularly scheduled meetings in a Federation year, shall be asked to attend a meeting with the President and the member will be sent a Letter of Concern written by the Bargaining Unit President.
- 5.1.5. Should a Member of the Bargaining Unit Executive miss three (3) or more regularly scheduled meetings in the Federation year, the Bargaining Unit President may request in writing, that the member resign from the position.

5.2. **Annual Meeting:**

- 5.2.1. An Annual Meeting of all Bargaining Unit members shall be held during the period September to June at the call of the President no less than twenty (20) days of written notice having been sent out.
- 5.2.2. The Annual Meeting shall elect officers of the Bargaining Unit Executive and Bargaining Unit positions as outlined in the constitution.
- 5.2.3. A General Meeting of all Bargaining Unit members may be held during the period September to June at the call of the President of the Bargaining Unit or at such time as the Bargaining Unit Executive deems necessary.

- 5.2.4. General Meeting of all Bargaining Unit members shall be called by the President during the period September to June, if requested by at least fifty (50) members of the Bargaining Unit. Such a request is to be in written form, signed by each of the requesting members. Such a meeting shall be called within fifteen (15) working days after receipt of the requests by the Bargaining Unit President.
- 5.2.5. A quorum for Bargaining Unit annual meetings shall be all members present and voting.
- 5.2.6. The Bargaining Unit Executive appoints a Chairperson for the Annual General Meeting.

BY-LAW 6 – Collective Bargaining Committee (CBC)

6.1. Collective Bargaining Representatives:

- 6.1.1. The Collective Bargaining Work Team shall be comprised of the President (as co-chief negotiator) and up to eleven (11) representatives, which will include:
 - i. Second (2nd) Vice President, who is a co-chief negotiator and is designated the Chief Negotiator
 - ii. The EA Officer, the ECE Officer and one (1) additional Executive member
 - iii. Up to six (6) members of the Bargaining Unit at large to be elected at the Annual General meeting. The Chief Negotiator will be the second 2nd) Vice President and the Chairperson of the CBC.
 - iv. The Bargaining Unit Health and Safety Officer.
- 6.1.2. The term of office shall be a two (2) year period.
- 6.1.3. Each representative shall have one (1) vote at the CBC meeting. The Chief Negotiator shall decide a tie.
- 6.1.4. The CBC work team, with a motion from the Bargaining Unit Executive, shall appoint a table team consisting of at least two (2) members as well as the Chief Negotiator and the President.

6.2. Quorum:

- 6.2.1. A quorum of any meeting of the Committee shall consist of all the members present, one (1) of whom shall be the CBC Chief Negotiator of the Bargaining Unit.

6.3. Meetings:

- 6.3.1. The Committee shall meet regularly during the school year as deemed necessary by the Chief Negotiator.

6.4. Duties:

- 6.4.1. Give advance notice if unable to attend meetings.
- 6.4.2. The CBC table team shall represent the membership in negotiations for a Collective Agreement with the Board.
- 6.4.3. The CBC shall consider all matters pertaining to negotiated agreements within the brief with the Board confidential to themselves and the Bargaining Unit Executive until a tentative agreement has been reached.
- 6.4.4. The CBC must present the initial brief to the Bargaining Unit Executive and to Provincial OSSTF before presenting it to The Board.
- 6.4.5. The CBC shall solicit input from members to determine negotiating strategy and devote itself in general to all matters pertinent to collective bargaining on behalf of the Bargaining Unit.
- 6.4.6. The CBC work team shall be responsible for preparing the negotiating brief.
- 6.4.7. The CBC Table Team shall be responsible for carrying out negotiations with the Board, distributing information on negotiations to members, and arraigning for information and ratification meetings.
- 6.4.8. The Bargaining Unit may request any assistance it deems necessary from Provincial OSSTF and/or from District eighteen (18).

6.5. Ratification:

- 6.5.1. All active members of the ESSP/RECE (Educational Student Support Personnel/Registered Early Childhood Educators) Bargaining Unit may participate in the ratification of a proposed collective agreement negotiated by the Bargaining Unit CBC.

BY-LAW 7 – Elections:

7.1. Offices:

- 7.1.1. Election to the offices on the Bargaining Unit executive shall take place at the Annual General Meeting.
- 7.1.2. Appointments to the office on the Bargaining Unit Executive shall be made by an Appointment Committee of Executive, consisting of President, a Vice President and two (2) more Executive members.
- 7.1.3. Following initial appointment, there shall be six (6) month probationary period for and Executive Assistant. During the probationary period, the Executive Assistant can be removed from office for unsatisfactory performance, by a majority vote of Bargaining Unit Executives and with just cause.
- 7.1.4. At the end of the two (2) year term, the appointed member's performance be reviewed and reappointed, if appropriate.
- 7.1.5. A time release officer shall be elected for a two (2) year term by and from the members of the incoming bargaining unit executive at the June Executive

meeting immediately following the election of officers at the Annual General Meeting. This time release officer shall perform any duties assigned by the President and/or Bargaining Unit Executive in addition to the office to which they were elected.

7.2. Term of Office:

- 7.2.1. The office of the Bargaining Unit Executive shall be two years from July 1st of year one (1) to June 30th of the year two (2). (odd years)
- 7.2.2. Term of office of the Bargaining Unit Standing Committees and AMPA Delegates and Alternates shall be two (2) years from July 1st to Jun 30th of year two (2). (odd years)

7.3. Vacancies:

- 7.3.1. The Bargaining Unit Executive may appoint replacements for vacancies which may occur in any office of the Bargaining Unit for the balance of the term of office, except for the position of President, which shall be filled by ty a current Bargaining Unit Executive member by a secret ballot, majority vote.
- 7.3.2. The Bargaining Unit Executive, may decide to post, and will publicize any vacancy, and will collect the names of all interested candidates and will discuss and make a decision, based on recommendations of the Executive Appointment Committee, at the first available Executive meeting.
- 7.3.3. Any appointment is subject to the approval of the Bargaining Unit Executive.

7.4. Nominations:

- 7.4.1. Nominations for Bargaining Unit Executive and other positions must have a mover and a seconder.
- 7.4.2. Nominations will be received by the Secretary and circulated to the members prior to the Annual Meeting. (See By-Law 12.1.1)
- 7.4.3. The Secretary will send all nominations to the Chair of the Nominating Committee to the Chair of Nominations at the close of nominations.
- 7.4.4. Nominations can be made from the floor at the Annual; Meeting with a mover and seconder, provided no nominations were received for that position prior to nominations being closed as outlined in By-Law 12.1.1.

7.5. Balloting:

- 7.5.1. Balloting for Bargaining Unit Executive positions shall be supervised by the Chair of the meeting of the Bargaining Unit, or by a person designated by the Bargaining Unit Executive. Elections shall be determined by simple majority obtained by secret ballot of those members present and voting.

7.6. Conflict of Interest:

- 7.6.1. No member shall hold concurrently two offices on the Bargaining Unit Executive, except as provided in By-Law 7.3.1.

7.7. Removal from Office:

- 7.7.1. A school representative can be removed from a school representative position by a majority vote of the Bargaining Unit Executive if the school representative is not following the Bargaining Unit constitution, collective agreement and policies and rules of the Bargaining Unit.
- 7.7.2. A Bargaining Unit Member may bring a complaint forward to the Bargaining Unit Executive, regarding the conduct of a School Representative, by writing a letter with documentation supporting the School Representative is in violation of the Bargaining Unit constitution, collective agreement, policies or rules.
- 7.7.3. If a complaint is brought forward by any member, the Executive must investigate the complaint and the school representative must be able to address the Bargaining Unit Executive, before the school representative can be removed from position.

7.8. Leave Of Absence:

- 7.8.1. If an Executive member is unable to perform their duties due to medical reasons or leave, then the BU Executive may appoint a member as in 7.3 (Vacancies) for the remainder of their term of office or until the member on leave is able to return to their executive duties.
- 7.8.2. If an Executive member takes a maternity leave during their term of office, the can choose to have their position declared vacant for the term of their maternity leave. They may return to their position if they return during their elected term.

BY-LAW 8 –Duties of Bargaining Unit Executive:

8.1. Members of the Executive give advanced notice if unable to attend meetings.

8.2. Functions:

8.2.1. The Bargaining Unit Executive shall:

- i. Uphold and enforce the provisions of this constitution and collective agreement.
- ii. Administer the business of the Bargaining Unit between Annual Meetings.
- iii. Recommend and evaluate policy, assign or recommend projects to the Bargaining Unit, and establish Ad Hoc Committees and their Terms of Reference.
- iv. Communicate regularly to members regarding Bargaining Unit business.
- v. In conjunction with the Treasurer, prepare a recommended budget for the Annual General Meeting.

8.2.2. The Bargaining Unit School Representatives shall:

- i. Be appointed by the Bargaining Unit Executive through recommendations of Bargaining Unit members in their worksites.
- ii. Uphold and enforce the provision of this constitution and collective agreement
- iii. Distribute any communications, approved by the President, to Educational Assistant, Special Program Assistant, Early Childhood Educators and casual members in a timely manner.
- iv. Discuss with the President or elected release officer any concerns that arise in their worksite immediately and not meet with the principal or designate until the Bargaining Unit President has given the approval for such meeting.
- v. Attend mandatory fall training in even years.
- vi. Contact the President immediately if a member is called into a meeting with the Principal or designate.
- vii. Be the first point of contact for casual members in their schools.
- viii. Be available for regular communication with the President or elected release officer.

8.3. President:

8.3.1. The President shall:

- i. Be an ex-officio member of all Bargaining Unit Committees.
- ii. Be the presiding officer and the official representative of the Bargaining Unit.
- iii. Call all Bargaining Unit Executive meetings and General Meetings
- iv. Represent the Bargaining Unit at District Executive Council meetings of OSSTF District 18 (DEC)
- v. Attend AMPA as a Delegate, or designate another member to attend in their place.
- vi. Liaison regularly with the President of OSSTF District 18 with all Bargaining Units.
- vii. Submit a report each year to the Annual General Meeting
- viii. Oversee the coordination of membership data in cooperation with the Secretary and Executive Assistant/Treasurer.
- ix. Be Co-Chief Negotiator of the Bargaining Unit and participate actively in the negotiation process
- x. Be the Bargaining Unit Communication Officer
- xi. Attend Provincial Council as the representative for the Bargaining Unit.
- xii. Be the Bargaining Unit Grievance Officer.

- xiii. Evaluate alleged grievances, analyze relevant contract terms and develop argument in pursuing the grievance procedure.
- xiv. Develop a detailed knowledge of argument and position of the Bargaining Unit on each grievance.
- xv. Seek advice from appropriate sources regarding the grievances i.e. Provincial OSSTF/FEESO, District 18 OSSTF/FEESO.
 - a Consult with any member who feels they have a grievance, collect relevant information and advise member of:
 - b Ramifications if the bargaining unit assumes the grievance,
 - c Possible alternatives to a grievance and potential remedies for a grievance and,
 - d The right to appeal.
- xvi. Present the Bargaining Unit Policies and arguments to any bodies or individual as required by the appropriate articles of the Collective Agreement.
- xvii. Prepare for and distribute a quarterly newsletter to each member of the BU and one (1) to the District 18 Office.
- xviii. And any other duties assigned by the Bargaining Unit Executive.

8.4. First Vice-President:

8.4.1. The First Vice-President Shall:

- i. Perform the duties of the President in his/her absence if so designated by the President.
- ii. Carry out duties as may be delegated by the President.
- iii. Be the Constitution Officer
- iv. Be the Chairperson of all the Executive Meetings, or shall appoint a designate to chair such meetings.
- v. Is liaison to the CPAC committee and any other committees designated by the Executive
- vi. Attend Board meetings on behalf of the Bargaining Unit and give a report at subsequent Bargaining Unit Executive meetings
- vii. Be the Bargaining Unit Political Action Officer
- viii. Be a member of the local Labour Council
- ix. And any other duties assigned by the Bargaining Unit Executive.

8.5. Second Vice-President:

8.5.1. The Second Vice-President Shall:

- i. Perform the duties of the President in his/her absence if so designated by the President.
- ii. Carry out duties that may be designed by the President.
- iii. Is liaison to the CBC Committee and any other Committee designated by the Executive

- iv. Attend all Provincial and/or District workshops pertaining to the negotiating process, or appoint an alternate from the CBC.
- v. Be the Co-Chief negotiator with the President of the Bargaining Unit.
- vi. Attend meetings of the CBC of OSSTF District 18.
- vii. Be responsible for preparing, with the assistance of the CBC and the President, the negotiating brief and presenting the same for approval to the Bargaining Unit Executive.
- viii. Present the terms of a tentative Collective Agreement with the board to the membership for information and ratification.
- ix. Hold regular meetings of the CBC.
- x. Provide written submissions as necessary for the newsletter.
- xi. And other duties assigned by the Bargaining Unit Executive.

8.6. Secretary:

8.6.1. The Secretary shall:

- i. Receive correspondence on behalf of the Bargaining Unit.
- ii. Arrange for keeping records of the Bargaining Unit Executive, General and Annual Meetings with copies going to the District Secretary.
- iii. Be responsible for the compilation and distribution of the Annual Report at least fifteen (15) days prior to the Annual Meeting.
- iv. Attend all Provincial and/or District workshops pertaining to the position or appoint a member from the Bargaining Unit to attend in their place.
- v. Receive Nominations for the Bargaining Unit positions, prior to the Bargaining Unit Annual General Meeting and be responsible for circulating proposed amendments to the Constitution to the membership.
- vi. Read the Bargaining Unit Anti-Harassment statement prior to all Bargaining Unit Meetings.
- vii. Read the Bargaining Unit Pledge prior to the Annual General Meeting.
- viii. Send out notice of the General and Annual Meetings to the membership.
- ix. And any other duties assigned by the Bargaining Unit Executive.

8.7. Treasurer:

8.7.1. The Treasurer shall:

- i. Keep accurate account of the Bargaining Unit finances.
- ii. Report to the Annual General Meeting regarding the status of Bargaining Unit finances and present their recommendations on behalf of the Executive for the approval of the membership.
- iii. Maintain regular contact with the treasurer of OSSTF District 18 in order to facilitate financial matters that affect the Bargaining Unit.

- iv. Attend all Provincial and District workshops pertaining to the position, or designate a member from the Bargaining Unit Executive to attend in their place.
- v. Be a member of the PD committee and assist committee with planning professional development duties, as well as preparing the appropriate financial paperwork for the expense reimbursement.
- vi. Write regular submissions for the newsletter.
- vii. And any other duties assigned by the Bargaining Unit Executive.

8.8. Executive Assistant:

8.8.1. The Executive Assistant shall:

- i. Be appointed for up to full time release.
- ii. Follow the contract agreement created by the Appointment Committee.
- iii. Participate in an annual Performance Evaluation
- iv. Apply in writing to the executive at the end of their term for re-appointment.
- v. Prior to commencing a new term, the Executive Assistant's performance shall be review by the Bargaining Unit Executive in consultation with the Bargaining Unit President and the Appointment Committee. Following consultation process above, the Bargaining Unit Executive may renew the current Executive Assistant tenure for another term or declare the position vacant and advertise the vacancy.
- vi. Have a six (6) month probation period at the beginning of their initial term of office.
- vii. Assist members of the Bargaining Unit with all levels of Long Term Disability applications and denials, WSIB and disability management and liaise regularly with the Board disability/wellness personnel as well as LTD and benefit carriers.
- viii. Assist in any other Bargaining Unit duties assigned by the Bargaining Unit Executive or President.
- ix. Keep up to date of all benefits or changes in benefits.
- x. Liaise with the Board, with the assistance of the President to represent members on issues regarding benefits.
- xi. Write regular submissions for the newsletter.

8.9. Educational Services Officer:

8.9.1. The Educational Service Officer shall:

- i. Attend all relevant meetings/workshops pertaining to the position or appoint a member from the Bargaining Unit to attend in their place.
- ii. Provide a regular submission for the newsletter.

- iii. Strike a committee of members to assist in the planning and carrying out of the Professional Development day(s).
- iv. And any other duties assigned by the Bargaining Unit Executive.

8.10. Health and Safety Officer:

8.10.1. The Health and Safety Officer shall:

- i. Attend relevant meetings/workshops pertaining to the position or appoint a member from the Bargaining Unit to attend in their place.
- ii. Keep membership current on pertinent issues
- iii. Keep in contact with the District Health and Safety Officer.
- iv. Provide a regular submission for the newsletter.
- v. Be a member of the Board/Union Joint Health and Safety Committee.
- vi. And any other duties assigned by the Bargaining Unit Executive.

8.11. Pay Equity Officer:

8.11.1. The Pay Equity Officer shall:

- i. Attend all relevant meetings and workshops pertaining to the position or appoint a designate from the Executive to attend.
- ii. Keep membership current on pay equity issues.
- iii. Liaise regularly with the President.
- iv. Liaise regularly with the Board to represent the Bargaining Unit, with the President r, regarding all pay equity issues.
- v. Appoint, with the approval of the Executive, a pay equity committee for a term of one (1) year to assist with pay equity maintenance or other pay equity issues.
- vi. And any other duties assigned by the Bargaining Unit Executive.

8.12. Casual Educational Assistant Officer:

8.12.1. The Casual EA Officer shall:

- i. Attend all relevant meetings and workshops pertaining to the position or appoint a designate from the Executive to attend in their place.
- ii. Keep an updated list of all casual employees.
- iii. Write regular submissions to the newsletter.
- iv. Work with the President to ensure all causal members receive newsletters and Bargaining Unit correspondence.
- v. Assist the President and elected Release Officer with duties as assigned.
- vi. Make contact with our casuals on a regular basis.
- vii. And any other duties assigned by the Bargaining Unit Executive

8.13. Early Childhood Educator Officer:

8.13.1. The Registered Early Childhood Educator Officer shall:

- i. Attend all relevant Provincial and District workshops pertaining to the ECE group or appoint a designate to attend
- ii. Be a member of the CBC Committee

- iii. Liaise with the President
- iv. Liaise regularly with the Board in matters pertaining to ECE's with the assistance and direction of the President.
- v. Provide regular submissions to the newsletter.
- vi. Communicate regularly with the Early Childhood Educators in the membership, under the direction of the President.
- vii. And any other duties assigned by the Bargaining Unit Executive.

8.14. Educational Assistant Officer:

8.14.1. The Educational Assistant Officer shall:

- i. Attend all relevant Provincial and District workshops pertaining to the EA group or appoint a designate to attend
- ii. Be a member of the CBC Committee
- iii. Liaise regularly with the President.
- iv. Liaise regularly with the Board in matters pertaining to EA's with assistance and direction of the President.
- v. Provide regular submissions to the newsletter.
- vi. Communicate regularly with the Education Assistant's in the membership, under the direction of the President.
- vii. And any other duties assigned by the Bargaining Unit Executive.

8.15. Provincial Councilor:

8.15.1. The Provincial Councilor shall:

- i. Be the elected President of the Bargaining Unit or a designate appointed by the President. If additional Councilors are required, they shall be elected at the Bargaining Unit's Annual General Meeting. The number of councilors shall be determined by the General Secretary of OSSTF.
- ii. Attend Provincial Council Meetings or appoint a member from the bargaining Unit to attend in their place.
- iii. Provide a submission for the newsletter.
- iv. Attend the Annual Meeting of the Provincial Assembly (AMPA).
- v. Work with other District 18 Provincial Councilors.
- vi. And any other duties assigned by the Bargaining Unit Executive.

BY-LAW 9 –Procedures:

9.1. Meeting of the Bargaining Unit may be conducted according to the following Order of Business after membership status of those attending has been established.

9.1.1. Reading of the OSSTF Pledge (at least at the Annual Meeting).

9.1.2. Adoption of the Agenda.

- 9.1.3. Adoption of the Minutes.
- 9.1.4. Business Arising from the Minutes.
- 9.1.5. Correspondence.
- 9.1.6. Constitutional Amendments (at General Meeting as per Article 7); the chair may declare up to twenty (20) minutes for a reading period for any proposed amendment.
- 9.1.7. Reports of Officers.
- 9.1.8. Reports of Committees.
- 9.1.9. Business arising from the Reports (may be done following each report).
- 9.1.10. Unfinished Business.
- 9.1.11. New Business.
- 9.1.12. Elections (may be conducted between other articles above if more expedient).
- 9.1.13. Adjournment.
- 9.2. Each member of the Bargaining Unit shall receive a copy of revisions to the Constitution and By-Laws, if amended, after the Annual Meeting each year.
- 9.3. *The Rules of Order* as found in the OSSTF Handbook apply to meetings.

BY-LAW 10 –Delegates to the Annual Meeting of the Provincial Assembly (AMPA):

- 10.1. Delegates and Alternates to the Annual Meeting of the Provincial Assembly (AMPA) shall:
 - 10.1.1. Be the elected President of the Bargaining Unit or designate. If additional Delegates/Alternates are necessary, they shall be elected at the Bargaining Unit's Annual General Meeting. The number of delegates shall be determined by the General Secretary of OSSTF.
 - 10.1.2. Attend any meeting relevant to the duties of a Delegate.
 - 10.1.3. Submit a report to the Executive meeting immediately after AMPA.
 - 10.1.4. Provide a written submission for the newsletter.
 - 10.1.5. Shall follow AMPA rules outlined in the District Guidelines.

BY-LAW 11 –Provincial Council:

- 11.1. Provincial Council Representative Shall:
 - 11.1.1. Be the elected President of the Bargaining Unit or designate. If additional Delegates/Alternates are necessary, they shall be elected at the Bargaining Unit's Annual General Meeting. The number of delegates shall be determined by the General Secretary of OSSTF.
 - 11.1.2. Attend all meetings of the Provincial Council.

- 11.1.3. Provide a report to the Executive after each meeting of the Provincial Council.
- 11.1.4. Provide a written submission for the newsletter.

BY-LAW 12 –Standing Committees:

12.1. Standing Committees shall consist of :

12.1.1. Nomination Committee:

- i. Nominating Committee members shall consist of three (3) appointed members approved by the Bargaining Unit Executive including the Executive Assistant who shall act as Chair of the Committee. All nominations (moved and seconded) must be sent to the Secretary, fourteen (14) calendar days prior to the Annual General Meeting to be considered on-time. There will be no nominations from the floor, unless the position has received no on-time nominations.
- ii. All nominations received by nominations date will be posted on either the public conference or the Bargaining Unit website. Those positions receiving only one nomination will be acclaimed. Positions receiving more than one nomination will have an election at the AGM. Those positions with no nominations will be open to nominations from the floor at the AGM.

12.1.2. Educational Assistant Committee:

- i. The Bargaining Unit Executive shall post a request, on the conference and the first newsletter, for applications of prospective committee members, asking for name, experience and school on the first day of the school year on odd years.
- ii. The bargaining Unit Executive shall review applications and appoint ten (10) Educational Assistant members, taking into consideration geography, worksite size, FI and elementary/secondary.
- iii. The committee shall meet at least four (4) times per years as approved by the President.

12.1.3. Registered Early Childhood Educator Committee:

- i. The Bargaining Unit Executive shall post a request, on the conference and the first newsletter, for applications of prospective committee members, asking for name, experience and school on the first day of the school year on odd years.
- ii. The bargaining Unit Executive shall review applications and appoint ten (10) Educational Assistant members, taking into consideration geography, worksite size, FI and elementary/secondary.
- iii. The committee shall meet at least four (4) times per years as approved by the President.

12.1.4. Workplace Violence Prevention Committee:

- i. The Bargaining Unit Executive shall post a request, on the conference and the first newsletter, for applications of prospective committee members, asking for name, experience and school on the first day of the school year on odd years.
- ii. The bargaining Unit Executive shall review applications and appoint ten (10) Educational Assistant members, taking into consideration geography, worksite size, FI and elementary/secondary.
- iii. The committee shall meet at least four (4) times per years as approved by the President.

12.1.5. Grievance Committee:

- i. Shall consist of the 2nd Vice President, President and the Health and Safety Officer.
- ii. Shall, with the President, evaluate alleged grievances, analyze relevant contract terms and develop arguments pursuing the grievance procedure.
- iii. Develop a detailed knowledge of arguments and position of the Bargaining Unit on each grievance.
- iv. Attend Provincial/District workshops pertaining to the grievance process.
- v. Make a decision regarding whether to take a grievance forward.
- vi. If the committee decides not to take the grievance forward, the President on behalf of the committee will send a letter to the affected member, informing them of the committee's decision and outline the appeal procedure.
- vii. Term of office of the Grievance Committee shall be two (2) years, starting on odd years.

12.1.6. Grievance Appeals Committee:

- i. The Grievance Appeals Committee shall consist of the 1st Vice President, the Pay Equity Officer and one (1) other Executive Officer (selected by straw vote) at the first Bargaining Unit Executive meeting of their term of office.
- ii. The members of the Grievance Appeals Committee shall select one (1) of their members to Chair the meeting.
- iii. A quorum for the Grievance Appeals Committee shall be three (3) members.
- iv. One (1) member of the BU Executive, not on the Grievance Committee may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee.
- v. The term of office of the Grievance Appeals Committee shall be two (2) years, starting in odd years.

12.1.7. Procedures for Grievance Appeals Committee:

- i. The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case.
- ii. The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their Bargaining Unit advisor. The Bargaining Unit President will state the reasons for not carrying forward the grievance.
- iii. The Bargaining Unit member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of their Chairperson of the Grievance Committee.
- iv. The Grievance Appeals Committee will consider the appeal in camera.
- v. If the Grievance Appeals Committee needs further clarification from either party presenting their position, the committee will ask their question(s) individually without the other party being present.
- vi. The Grievance Appeals Committee chair will advise the Grievance Committee and the member, in writing, of their binding decision.

12.1.8. Finance Committee

- i. Be composed of the Treasurer, President, a Vice President and one (1) other member of the Executive, chosen by straw vote at the first Executive meeting of the school year.
- ii. Have as chairperson the Executive Assistant/Treasurer.
- iii. Meet quarterly ($\frac{1}{4}$) to discuss Bargaining Unit finances, receive and consider requests for the next year's proposed budget and prepare and recommend budget.
- iv. Consider and report on any financial matters referred by the Executive or Bargaining Unit Committee.

12.1.9. Appointment Committee:

- i. Be composed of the President, a Vice President and two (2) Executive members chosen by straw vote at the first Executive meeting following the AGM of an election year.
- ii. The President will be the Chairperson of the Committee.
- iii. The term of office shall be two (2) year period.
- iv. It will be the role of the committee to:
 - a Develop and maintain a contract for the Executive Assistant Position.
 - b Develop and maintain a performance Appraisal Process for the Executive Assistant Position.

- c Complete an annual performance appraisal with the Executive Assistant.
- d Present to the Executive the committee's recommendation for re-appointment, if appropriate.
- e Review all candidates for the Appointment of the Executive Assistant Position and present a motion to the Executive for appointment.

BY-LAW 13 –Anti-Harassment and Anti Bullying Policy:

- 13.1. The ESSP/ECE Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and procedure to be followed by all members at OSSTF workplaces and functions.
- 13.2. The Anti-Bullying and Anti-Harassment Policy and Procedure and amendments shall be approved by the ESSP/ECE Bargaining Unit Executive.
- 13.3. At the beginning of each OSSTF ESSP/ECE Meeting, the Chair of the meeting shall appoint an Anti-Harassment Officer. The appointee shall be familiar with the OSSTF ESSP/ECE Anti-Harassment Policy and Procedure.

BY-LAW 14 – OSSTF Anti-Harassment Statement:

- 14.1. A member of OSSTF has the right to a workplace and union environment free from harassment and bullying. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual wellbeing, and union solidarity. Such actions are not only destructive, they can be illegal. Harassment and discrimination can take many forms and may be verbal, physical or psychological. They can involve a wide range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be indirect or overt; they may be isolated or repeated.

However, acts of harassment and discrimination are always degrading, unwelcome and coercive; they are always unacceptable. As members of OSSTF, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behavior against another member. We cannot condone these behaviours when we witness them. As OSSTF members, we must speak up against the conduct and stand together to protect human rights. We must take action.

OSSTF is committed to strengthening members' solidarity, and in addition to represent members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all sponsored OSSTF events and meetings

Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with District 18 ESSP/ECE Policies and Bylaws and the Resolutions and Complaint Procedure.

BY-LAW 15 – Resolution and Anti-Harassment Complaint Procedure:

- 15.1. A member who believes he/she has been the target of harassment or discrimination at an OSSTF meeting or event is encouraged to take immediate action to ensure this behavior is stopped.
- 15.2. As a first step, the member should make it clear to the perpetrator that he/she finds the behavior 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.
- 15.3. If the behavior recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, he/she should speak with the designated Anti-Harassment officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the person(s) in charge and ask that someone be appointed.
- 15.4. The designated Anti-Harassment 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 Anti-Harassment officer(s), with the approval of the ESSP/ECE President and/or designate, may remove the respondent temporarily from the meeting if circumstances warrant.
- 15.5. The investigation shall be handled confidentially; however, all complaints will be reported by the designated Anti-Harassment officer(s) to the ESSP/ECE President and/or designate.
- 15.6. 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 Anti-Harassment officer for action and it shall be the joint responsibility of the ESSP/ECE President and /or designate and the Anti-Harassment officer in charge to conduct an investigation, determine if the behavior falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.
- 15.7. Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal from the meeting or event. If a decision is made to remove that member, and where this member is representing the bargaining unit, a confidential letter outlining the reasons for this decision will be sent to the president.
- 15.8. The ESSP/ECE Executive on the request of a member may review decisions.
- 15.9. The ESS/ECE President and/or designate shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five (5) years.
- 15.10. None of the above restricts a member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to police.

BY-LAW 16 –Anti-Harassment and Anti-Bullying Appeals Procedure:

- 16.1. Members of the ESSP/ECE Bargaining Unit affected by a decision resulting from a complaint under the ESS/ECE Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following Procedure:
 - 16.1.1. Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the ESSP/ECE Bargaining Unit Executive for an Appeal Hearing.
 - 16.1.2. Within two (2) days of receiving the request, the ESSP/ECE Bargaining Unit Executive shall appoint three (3) of the ESSP/ECE Bargaining Unit Appeals Committee to consider the appeal.
 - 16.1.3. Within three (3) days, the ESSP/ECE Bargaining Unit Appeal Committee shall meet to consider the appeal.
 - 16.1.4. The ESSP/ECE Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings and the decision.
 - 16.1.5. Following the review, the Committee shall either confirm or modify the decision.
 - 16.1.6. The decision of the ESSP/ECE Bargaining Unit Appeal Committee shall be consistent with the ESSP/ECE Bargaining Unit Anti-Harassment and Anti-Bullying Policy and procedures.
 - 16.1.7. The ESSP/ECE Bargaining Unit Appeal Committee shall report the decision on the Appeal to the ESSP/ECE Bargaining Unit Executive within five (5) days after meeting at which the Appeal is considered.
 - 16.1.8. Within two (2) days of receiving the decision of the ESSP/ECE Bargaining Unit Appeal Committee, the ESSP/ECE Bargaining Unit President shall communicate the decision to the Appellant in writing.
 - 16.1.9. The Decision of the ESSP/ECE Bargaining Unit Appeal Committee shall be considered final and not subject to any change.