

**District 8 OSSTF Education Support Staff (ESS)  
Constitution and Bylaws  
2013 - 2014**

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# CONSTITUTION

## Article 1 DEFINITIONS

In this Constitution

- 1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 2 "District" shall mean OSSTF District 8.
- 3 "Bargaining Unit" shall mean Education Support Staff (ESS) which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
- 4 "Member" shall mean an active Member unless otherwise stated.
- 5 "Job Classification Representative" shall mean the member of the Bargaining Unit who has been elected to represent a job classification on the Bargaining Unit Council.
- 6 "Workgroup Representative" shall mean a Member of the Bargaining Unit who has been elected to represent one of the workgroups of the bargaining unit - Office/Clerical, Technical, Educational Assistant or Early Childhood Educator.
- 7 "Workplace Contact" shall mean a Member of the Bargaining Unit in each workplace who has been designated to disseminate information at a workplace.
- 8 "Workplace" shall mean any location where an OSSTF member is employed.
- 9 "Immediate Past President" shall be the person who held the position of President in the year immediately prior to the year in which the person became the Immediate Past President.
- 10 "Negotiating Team" shall mean a group of Members selected in accordance with the By-Laws to negotiate a collective agreement with the employer.
- 11 "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 12 "By-Laws" shall mean the standing rules governing the membership of the Bargaining Unit on matters, which are entirely within the control of the Bargaining Unit.
- 13 "Constitution" shall mean a system of fundamental principles (Articles) by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- 14 "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
- 15 "Procedures" shall mean detailed rules established by the Bargaining Unit Executive to govern the day-to-day operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policies of the Bargaining Unit.
- 16 "Day(s)" shall mean calendar day(s).

## **ARTICLE 2 - NAME AND MEMBERSHIP**

- 2.1 This Bargaining Unit shall be known as the Education Support Staff (ESS) Bargaining Unit of District 8 of OSSTF.
- 2.2 Members shall include Office, Clerical, Technical Workers, Educational Assistants and Early Childhood Educators employed by the Avon Maitland District School Board who are Members of District 8 of OSSTF.

## **ARTICLE 3 - REPUGNANCY**

- 3.1 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention to the OSSTF and/or District Constitution, By-Laws, Policies and/or Procedures are null and void.

## **ARTICLE 4 - OBJECTIVES**

- 4.1 The objectives of the ESS Bargaining Unit shall be:
  - 4.1.1 to promote and advance the cause of education;
  - 4.1.2 to promote a high standard of professional ethics;
  - 4.1.3 to bargain collectively on behalf of its Members;
  - 4.1.4 to foster and promote the dignity of all persons regardless of job classification, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, marital status, family status or disability.
- 4.2 A Statement of Ethics
  - 4.2.1 The Member should present a practical illustration of scholarship and self discipline and should maintain the utmost respect for the rights and dignity of each individual and the environment in which the individual lives.
  - 4.2.2 The Member should endeavor to foster a regard for law, and appreciation for freedom, a respect for human dignity, a respect for the global environment, and the ideal of public service.
  - 4.2.3 The Member's professional conduct should be characterized by courtesy and good faith, and should imply the obligation to refrain from public criticism of the Member's colleagues.
  - 4.2.4 The Member should promote anti-racist education.

## **ARTICLE 5 - DUES & LEVIES**

- 5.1 Members shall pay annual dues as prescribed in the By-Laws of OSSTF
- 5.2 In addition to the dues prescribed by OSSTF, a levee may be required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

**ARTICLE 6 - BARGAINING UNIT ORGANIZATION**

- 6.1 There shall be an Executive consisting of the following voting Members:
  - 6.1.1 Immediate Past President
  - 6.1.2 President
  - 6.1.3 Vice-President / Grievance Officer
  - 6.1.4 Secretary / Treasurer
  - 6.1.5 Chief Negotiator
  - 6.1.6 ESS Workgroup Representatives:
    - 1 Educational Assistant Representative
    - 1 Office/Clerical Representative
    - 1 Technical Representative (includes TRA)
    - 1 Early Childhood Educator Representative
  - 6.1.7 Communications Officer
  - 6.1.8 Educational Services Officer
  - 6.1.9 Health and Safety Officers
    - 1 Office/Clerical and Technical Officer
    - 1 Educational Assistant Officer
    - 1 Educational Assistant / Early Childhood Educator Officer
  
- 6.2. There shall be a Bargaining Unit Council, hereinafter referred to as Council, consisting of the following voting Members:
  - 6.2.1 The Executive
  - 6.2.2 The Job Classification Representatives as follows:
    - 6.2.2.1 Six (6) members from the Office/Clerical Workgroup,
    - 6.2.2.2 Six (6) members from the Technical Workgroup, and
    - 6.2.2.3 Six (6) members from the Educational Assistant Workgroup, and
    - 6.2.2.4 Six (6) members from the Early Childhood Educator Workgroup
  - 6.2.3 Temporary and Replacement Representatives as follows:
    - 6.2.3.1 One (1) member representing Office/Clerical
    - 6.2.3.2 One (1) member representing Technical
    - 6.2.3.3 One (1) member representing Educational Assistant
    - 6.2.3.4 One (1) member representing Early Childhood Educator

**ARTICLE 7 - STANDING COMMITTEES**

- 7.1 There shall be the following committees:
  - 7.1.1 Constitution Committee
  - 7.1.2 Collective Bargaining Committee
  - 7.1.3 Educational Services Committee
  - 7.1.4 Communication/Excellence in Education Committee
  - 7.1.5 Grievance Committee
  - 7.1.6 Health and Safety Committee

**ARTICLE 8 - TERM OF OFFICE**

- 8.1 The term of office for all elected positions shall be 2 years.

**ARTICLE 9 - VACANCY**

- 9.1 If a vacancy occurs in any Bargaining Unit Executive or Council position, except the position of President, the Bargaining Unit Council shall solicit nominations from the Bargaining Unit Members, and appoint a Member to fill the vacancy until the end of the term of office. Such positions must be filled at the following council meeting.
- 9.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 9.3 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.
- 9.4 The position of Immediate Past president shall remain vacant unless the immediately previous President assumes the position.
- 9.5 Council may deem that a vacancy has occurred when an elected representative has been absent for more than two (2) Council and CBC meetings per term of office.

**ARTICLE 10-DISTRICT REPRESENTATION**

- 10.1 Bargaining Unit representation at the District level shall be in accordance with the District 8 Constitution and By-Laws: District Organization.

**ARTICLE 11-DUTIES OF THE BARGAINING UNIT EXECUTIVE COMMITTEE**

- 11.1 Executive Committee duties shall be:
  - 11.1.1 to manage the affairs of the Bargaining Unit between General Meetings;
  - 11.1.2 to establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the Membership for ratification at the Annual General Meeting;
  - 11.1.3 to communicate regularly with the Communications Committee in order to keep the Bargaining Unit Members informed of its activities and the activities of all its committees;
  - 11.1.4 to inform the Bargaining Unit Members of any Executive meetings.

## ARTICLE 12 - DUTIES OF EXECUTIVE MEMBERS

### 12.1 President duties shall be:

- 12.1.1 to be the chief executive officer of the Bargaining Unit;
- 12.1.2 to call meetings of the Executive and the Bargaining Unit in accordance with the Constitution and Bylaws;
- 12.1.3 to attend all meetings of the Bargaining Unit Executive and to act as Chair at all Executive and Annual General Meetings;
- 12.1.4 to disseminate provincial and local information to Council;
- 12.1.5 to act as an ex-officio member on all Committees and to maintain contact with all Bargaining Unit work;
- 12.1.6 to attend OSSTF Provincial Assembly as a delegate and to present a written report to Council following;
- 12.1.7 to inform the Provincial Executive of any matters adversely affecting the welfare of the Bargaining Unit or one of its members;
- 12.1.8 to act as liaison between the Bargaining Unit and the District School Board as directed by the Bargaining Unit Council;
- 12.1.9 to report to the Council and the members of the Bargaining Unit on all deliberations of Labour-Management Committees;
- 12.1.10 to assist in the maintenance of the Bargaining Unit contract;
- 12.1.11 to receive the Bargaining Unit correspondence and direct action where necessary;
- 12.1.12 to attend, or assign a designate to attend, all Provincial Council meetings as Provincial Councillor and to present a written report to Council following each meeting;
- 12.1.13 to bring forward resolutions passed by Council to Provincial Council;
- 12.1.14 to act as a signing officer;
- 12.1.15 to act as liaison with other local bargaining units;
- 12.1.16 to attend Board meetings as required
- 12.1.17 to be a member of the Grievance Committee, as required;
- 12.1.18 to be a member of the Collective Bargaining Committee and the Negotiating Team;
- 12.1.19 to attend the ESS Sector Council Meetings and to present a written report to Council following each such meeting;
- 12.1.20 to be a Member of the District Executive;
- 12.1.21 to delegate as appropriate the above duties.

**12.2 Vice President / Grievance Officer duties shall be:**

- 12.2.1 to perform the duties of the President in the President's absence;
- 12.2.2 to call and preside over Council Meetings, and approve the minutes of such meetings for distribution;
- 12.2.3 to be a Member of all Standing Committees in the President's absence;
- 12.2.4 to act as Chair of the Grievance Committee;
- 12.2.5 to report on a timely and regular basis to the Executive, Council and the Members and in so doing to respect the confidentiality of all Members in connection to said report;
- 12.2.6 to attend approved provincial and/or District workshops pertaining to the grievance process;
- 12.2.7 to confer with the President and/or the Grievance Committee, as required, in the evaluation of alleged grievances, analysis of relevant contract terms and the development of arguments and policies in pursuing the grievance procedure;
- 12.2.8 to develop detailed knowledge of arguments and position of the Bargaining Unit on each grievance;
- 12.2.9 to determine to what extent and in what areas legal counsel is required and seek advice from appropriate sources i.e. Provincial/District;
- 12.2.10 to consult with any Member who feels he/she has a grievance, collect relevant information and advise the Member of:
  - i. the ramifications if the Bargaining Unit assumes and pursues the grievance.
  - ii. the possible alternatives to a grievance and potential remedies for a grievance.
  - iii. the right to appeal
- 12.2.11 to present Bargaining Unit policies and arguments to any bodies or individuals as required by the appropriate articles on the Collective Agreement;
- 12.2.12 to be a Member of the Collective Bargaining Committee and the Negotiating Team;
- 12.2.13 to be a Member of the District Executive;
- 12.2.14 to attend OSSTF Provincial Assembly as a delegate;
- 12.2.15 to carry out the duties as determined by the President.

**12.3 Secretary/Treasurer duties shall be:**

- 12.3.1 to keep a record of the minutes of all General Membership, Executive and Council Meetings;
- 12.3.2 to carry out the duties as assigned by the District Treasurer;
- 12.3.3 to present a financial report at each Council meeting;
- 12.3.4 to be a Member of the Collective Bargaining Committee;
- 12.3.5 to carry out the duties as determined by the President.

**12.4 Immediate Past President duties shall be:**

- 12.4.1 to carry out the duties as determined by the President.

**12.5 Work Group Representative duties shall be:**

- 12.5.1 to represent their division at Council;
- 12.5.2 to report on a timely and regular basis to the Executive, Council and the Members;
- 12.5.3 to be a Member of the Grievance Committee, as required;
- 12.5.4 to be a Member of the Collective Bargaining Committee;
- 12.5.5 to be a Member of the Constitution Committee;
- 12.5.6 to carry out the duties as determined by the President.

**12.6 Chief Negotiator duties shall be:**

- 12.6.1 to be a Member of the Collective Bargaining Committee and the Negotiating Team;
- 12.6.2 to be the spokesperson for the Negotiating Team as described in accordance with the Collective Bargaining Committee Handbook Process and Procedures;
- 12.6.3 to report on a timely and regular basis to the Executive, Council and the Members;
- 12.6.4 to attend approved provincial and/or District workshops pertaining to the negotiating process;
- 12.6.5 to be a Member of the Grievance Committee, as required;
- 12.6.6 to carry out the duties as determined by the President.

**12.7 Communications Officer duties shall be:**

- 12.7.1 to coordinate the dissemination of information to Bargaining Unit Members at the instruction of the Executive and Council;
- 12.7.2 to be the Chair of the Communications Committee;
- 12.7.3 to report on a timely and regular basis to the Executive, Council and the Members;
- 12.7.4 to attend approved provincial and/or District workshops pertaining to Communication/Excellence in Education;
- 12.7.5 to generate a newsletter, in consultation with the Executive Committee and Council, at least four times a year as well as the election newsletter;
- 12.7.6 to be Mediator of the ESS First Class Conference by:
  - i. ensuring that questions and concerns are answered in a professional and timely manner;
  - ii. temporarily removing any concerns, which violate the Provincial or Local Constitutions and By-Laws;
  - iii. seeking approval from the President before permanently deleting any member's message;



- iv. if such messages are deleted, it is the responsibility of the Communications Officer to inform the Member confidentially with an explanation.
- 12.7.7 to inform the Membership on or before June 30 that the updated ESS Constitution is posted to the D 8 website;
- 12.7.8 to be a Member of the Collective Bargaining Committee;
- 12.7.9 to carry out the duties as determined by the President.

**12.8 Educational Services Officer duties shall be:**

- 12.8.1 to implement programs whether local or provincial OSSTF, to achieve the educational and professional goals of OSSTF;
- 12.8.2 to Chair the Educational Services Committee;
- 12.8.3 to attend approved provincial and/or District workshops pertaining to Educational Services;
- 12.8.4 to report on a timely and regular basis to the Executive, Council and the Members;
- 12.8.5 to represent the Bargaining Unit on the Avon Maitland District School Board Professional Development Committee;
- 12.8.6 to be a Member of the Collective Bargaining Committee;
- 12.8.7 to carry out the duties as determined by the President.

**12.9 Health and Safety Officer(s) duties shall be:**

- 12.9.1 to attend approved provincial and/or District workshops pertaining to Health and Safety;
- 12.9.2 to report on a timely and regular basis to the Executive, Council and the Members;
- 12.9.3 to keep in contact with the District Health and Safety Officer;
- 12.9.4 to represent the Bargaining Unit on the Board's Joint Health and Safety Committee;
- 12.9.5 to name an alternate to the Joint Health and Safety Committee under the Terms of Reference for that committee;
- 12.9.6 to co-chair the Health and Safety Committee
- 12.9.7 to be a member of the Educational Services Steering Committee
- 12.9.8 to be a Member of the Collective Bargaining Committee;
- 12.9.9 to carry out the duties as determined by the President.

## **ARTICLE 13 - DUTIES OF COUNCIL**

- 13.1 Council duties shall be:
- 13.1.1 to promote within the Bargaining Unit the aims and objectives and activities of OSSTF;
  - 13.1.2 to inform the Bargaining Unit Members of any General and Council Meeting(s);
  - 13.1.3 to carry out any instruction of the Bargaining Unit as voted on by the Membership;
  - 13.1.4 to recommend to the Bargaining Unit Members the approval of the annual budget;
  - 13.1.5 to establish any Standing Committees necessary to conduct the business of the Bargaining Unit;
  - 13.1.6 to oversee all its committees and to deal with all committee reports and submissions;
  - 13.1.7 to specify the duties of the chairpersons on non-standing committees;
  - 13.1.8 to fill any vacancies on Executive and Council;
  - 13.1.9 to act as a Board of Appeal for any member who wishes to challenge decisions of the Grievance Committee. The Grievance Committee shall exclude themselves from Council during the appeal process.

## **ARTICLE 14 - JOB CLASSIFICATION REPRESENTATIVE**

- 14.1 Job Classification Representative duties shall be:
- 14.1.1 to represent the job classification at Council;
  - 14.1.2 to communicate regularly with the Members within the job classification they represent;
  - 14.1.3 to communicate concerns to the Executive and Council;
  - 14.1.4 to report possible violations of the Collective Agreement to the President and/or the Grievance Officer;
  - 14.1.5 to be a Member of the Collective Bargaining Committee.

## **ARTICLE 15 - WORKSITE CONTACT**

- 15.1 One Worksite Contact from each site shall be elected by the members at the site;
- 15.2 Work Site Contact duties shall be:
- 15.2.1 to report to the Communications Committee any relevant information;
  - 15.2.2 to coordinate the dissemination of information at the work site, including maintaining the Bargaining Unit work site bulletin board;
  - 15.2.3 to inform new Members of the location of the work site bulletin board and the URL for the District 8 website to provide access to information, including the Collective Agreement and Constitution.

## **ARTICLE 16 - DUTIES OF MEMBERS**

- 16.1 It shall be the duty of the Membership:
- 16.1.1 to elect an Executive Committee and Council, in accordance with this Constitution and the bylaws of OSSTF at the Annual General Meeting;
  - 16.1.2 at a General Meeting or an Emergency General Meeting
    - i. to ratify the Memorandum of Settlement of the tentative amendments to the Collective Agreement, subject to an acceptance by a majority vote of the Bargaining Unit members qualified to vote, present and voting;
    - ii. to ratify amendments to the Collective Agreement;
  - 16.1.3 at a General Meeting:
    - i. to receive and consider reports and communications from OSSTF, and Council members and committees;
    - ii. to ratify action taken by the Executive or the Council in the name of the Bargaining Unit;
  - 16.1.4 to review and amend the Constitution of the Bargaining Unit at a General Meeting;
  - 16.1.5 to approve the annual budget at a General Meeting.

## **ARTICLE 17 - GENERAL MEETING (S)**

- 17.1 There shall be at least one general meeting of the Bargaining Unit per year as in BYL 1.

## **ARTICLE 18 - AMENDMENTS**

- 18.1 Amendments to the Constitution may be made at any General Meeting of the Bargaining Unit, other than an Emergency General Meeting.
- 18.2 Amendments to the Constitution may be made by a two-thirds majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the Constitution Committee in writing not less than fourteen (14) days prior to the General Meeting and to the Membership in writing not less than seven (7) days prior to the date of the General Meeting.
- 18.2.1 where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.

# BY-LAWS

## BY-LAW 1 - MEETINGS

### 1.1 Annual General Meeting

- 1.1.1 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) days prior to the date of the meeting.
- 1.1.2 General meetings shall be held at a location determined by the District 8 Executive.
- 1.1.3 The Annual General Meeting shall be held in the spring and in conjunction with the District AGM.
- 1.1.4 a quorum for the Annual General Meeting shall be those Members present, qualified to vote and voting.

### 1.2 General Meetings

- 1.2.1 Notice of other General Meetings shall be given to the Members in writing at least three (7) days prior to the date of the meeting.
- 1.2.2 The Bargaining Unit President shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.
- 1.2.3 a quorum for a General Meeting shall be those Members present, qualified to vote and voting.

### 1.3 Executive Meetings

- 1.3.1 The Bargaining Unit Executive shall meet at the call of the President or when at least thirty percent (30%) of the Members of the Executive make such a request in writing to the President.
- 1.3.2 a quorum for meetings of the Executive shall be a simple majority of the total voting Members of the Executive.

### 1.4 Council Meetings

- 1.4.1 ESS Council Meetings shall meet at least six (6) times per school year at the call of the Vice- President or at the written request of three (3) Members of the Council. Meetings shall be held on the Monday following the Provincial Council Meetings.
- 1.4.2 a quorum of sixty percent (60%) of the ESS Council Members shall be required for doing business.
- 1.4.3 limited bargaining unit Council business may be conducted electronically between Council meetings for items that are time-sensitive. All business that is done electronically will be entered into the agenda and minutes of the next meeting.
- 1.4.4 In the event that an ESS Council Meeting is cancelled, that meeting maybe rescheduled with 14 days.

## **BY-LAW 2 - VOTING**

- 2.1 Any member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.
- 2.2 the Bargaining Unit may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the employer.

## **BY-LAW 3 - ELECTIONS**

- 3.1 Only Bargaining Unit Members who are Members of OSSTF may be candidates for office.
- 3.2 Elections for Executive (excluding Workgroup Representatives and Chief Negotiator) shall be by secret ballot at the Annual General Meeting.
- 3.3 Elections for Workgroup Representatives and Council members will take place at the Workgroup General Meeting that takes place during the Annual General Meeting immediately following the election outlined in BYL 3.2.
- 3.4 There shall be a Nominations Committee appointed by the Bargaining Unit Council at the February Council meeting.
  - 3.4.1 Nominations Committee duties shall be:
    - 3.4.1.1 to elect a Chair from its own Members. Chair shall also serve as Chief Electoral Officer and be responsible for the co-ordination of the election procedures.
    - 3.4.1.2 to ensure that nomination forms shall be completed for each candidate with a nominator and seconder. Such nomination forms must be received by the Chief Electoral Officer no later than seven (7) days prior to the election.
    - 3.4.1.3 to bring forward a list of candidates for elections.
    - 3.4.1.4 to accept nominations from the floor only when:
      - i. there are no on-time nominations for a position;
      - ii. an unsuccessful candidate wishes to be nominated for another position.
  - 3.4.1.7 to ensure all Members voting are Members in good standing.
  - 3.4.1.7 to allow for and monitor only the following Campaigning Guidelines:
    - i. to allow Campaigning to take place only within two (2) Election Newsletters, no longer than one (1) page each, promoting the candidate, without reference to other candidates' names, either directly or implied.
    - ii. The first newsletter must be submitted to the Communications Officer no later than midnight on the closing date of Nominations. The Communications Officer will compile the candidates' newsletters, for distribution to the Membership, within 48hours.
    - ii. The second newsletter must be submitted to the Communications Officer no later than 72 hours before the date of the Annual General Meeting. The Communications Officer will compile the candidates' newsletters for distribution to the Membership, within 48 hours.

- iii. Election Newsletters shall be posted only to the District 8 website.
  - iv. to allow each candidate for an Executive position 5 minutes to address the assembly.
- 3.4.1.7 to conduct the election according to the following guidelines;
- i. Elections for Executive shall be in the order listed in Article 6.1 of the Constitution, with the exception of the Workgroup Representative and Chief Negotiator;
  - ii. Ballots shall be distributed and counted by the Nominations Committee under the supervision of the Chief Electoral Officer;
  - iii. Election of all officers shall be by a majority of those qualified to vote, present and voting. The phrase "a majority of votes" shall be interpreted to mean that the candidate's vote total exceeds one-half of the number of members present, qualified to vote and voting;
  - iv. If a candidate is acclaimed, no majority vote is required;
  - v. In the election for a single position where no candidate receives a majority of votes, the candidate receiving the lowest number of votes shall be dropped from the ballot and a further ballot shall be held;
- 3.4.1.8 to conduct the elections for the Workgroup Representatives and Council members following the elections for executive positions. Only members of each Workgroup who are present, qualified to vote and voting may vote for the respective Workgroup representatives.
- 3.4.1.9 to report the results of all elections to the Communications Officer for distribution to the membership.

**BY-LAW 4 - COLLECTIVE BARGAINING COMMITTEE**

- 4.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of all Executive and Council Members.
- 4.2 Duties of the Chair of the Collective Bargaining Committee duties shall be:
- 4.2.1 to advise the Collective Bargaining Committee on the preparation of the brief,
  - 4.2.2 to facilitate bargaining sessions,
  - 4.2.3 to communicate to the membership during negotiations as necessary,
  - 4.2.4 to work with the Chief Negotiator to present tentative settlements and amendments to the general membership at an Emergency General Meeting prior to a ratification vote.
- 4.3 Collective Bargaining Committee duties shall be:
- 4.3.1 to elect a Chief Negotiator and Chair from among its members
  - 4.3.2 to communicate with the membership to determine the needs and priorities with regard to various aspects of the collective agreement.
  - 4.3.3 to elect from its own members the Negotiating team;
  - 4.3.4 to seek approval of the Brief from Provincial Office.

- 4.4 The Negotiating Team shall include the
  - 4.4.1 President
  - 4.4.2 Chief Negotiator
  - 4.4.3 Chair of the Collective Bargaining Committee
  - 4.4.4 Vice President/Grievance Officerplus up to three (4) additional Members consisting of one EA representative, one Office/Clerical representative, one Technical representative and one Early Childhood Educator representative.
- 4.5 Negotiating Team duties shall be:
  - 4.5.2 to prepare the Collective Bargaining Brief;
  - 4.5.2 to seek approval of the Brief from Council;
  - 4.5.3 to present the approved Brief to the Avon Maitland District School Board;
  - 4.5.4 to have full authority and responsibility to negotiate a Collective Agreement for the Members.
- 4.6 The Chief Negotiator shall present the recommendation of the Collective Bargaining Committee to the Membership at the Emergency General Meeting, explain the terms of the Tentative Collective Agreement, and respond to questions from the Membership.
- 4.7 Following the information session, the Chief Electoral Officer shall conduct a secret ballot, tabulate the results and announce the results of the vote in accordance with the District 8 ESS Constitution and By-Laws.

**BY-LAW 5 - COMMUNICATIONS COMMITTEE**

- 5.1. Communications Committee duties shall be:
  - 5.1.1 to assist in the dissemination of information to Bargaining Unit Members at the instruction of the Council, as required;
  - 5.1.2 to assist in the production of the newsletter, as required;
  - 5.1.3 to assist the Communications Officer with the duties of Chief Mediator of the ESS First Class Conference, as required.

## **BY-LAW 6 - EDUCATIONAL SERVICES COMMITTEE**

- 6.1 Educational Services Committee duties shall be:
- 6.1.1 to promote and coordinate all Professional development activities within the Bargaining Unit, as required
  - 6.1.2 to assist the Educational Services Officer, as required;
  - 6.1.3 to work in cooperation with the Provincial Education Services Committee.

## **BY-LAW 7 - GRIEVANCE COMMITTEE**

- 7.1 Grievance Committee duties shall be:
- 7.1.1 to assist the Vice President/Grievance Officer in the evaluation of alleged grievances, analysis of relevant contract terms and development of arguments and policies in pursuing the grievance procedure, as required;
  - 7.1.2 to meet in part or in whole to make determinations regarding the decisions to move forward to Mediation or Arbitration of a grievance, as required.
  - 7.1.3 to advise any member that the member may appeal a decision of the Grievance Committee to Council, excluding the Grievance Committee.
- 7.2 The appeals process shall be as follows:
- 1. A grievance shall be defined as any matter arising from the interpretation, application, alleged violation of the collective agreement.
  - 2. The Vice President/Grievance Officer, in accordance with Article 12.2 of this Constitution, and after consultation with Provincial Office Secretariat and/or legal counsel, shall make the decision whether the Bargaining Unit will file a grievance or grievances in accordance with the time lines established in Article 8 of the Collective Agreement.
  - 3. The Vice President/Grievance Officer shall keep the Member informed of the status of the grievance including the decision, any denial of the grievance and the rationale for the decision.
  - 4. The Vice President/Grievance Officer shall inform the Member of the right to appeal the decision including a copy of this By-Law and a list of the Members of the appeals committee which shall include the Chair of the Bargaining Unit Council, one Executive Officer and three (3) other Council Members not on the Grievance Committee.
  - 5. If the Member disagrees with the decision of the Vice President/Grievance Officer the Member shall send a written letter of appeal to the Chair of the Bargaining Unit Council within seven (7) days of the Vice President/Grievance Officer's decision. The member will include with his/her letter of appeal a written rationale for the appeal and all documents relating to the matter.
  - 6. The Chair of the Bargaining Unit Council, as Chair of the Appeals committee, shall convene an Appeals Committee. A Member of the Appeals Committee who has had any involvement with the case shall inform the other Members of the Appeals Committee of



his/her involvement. The Appeals Committee may, by majority vote, replace the committee member with a person chosen from the Bargaining Unit Council.

7. The Chair of the Appeals Committee shall file with the Vice President/Grievance Officer within five (5) days copies of the letter of appeal, the statement of rationale for the appeal and the documents submitted by the Appellant.
8. The Vice President/Grievance Officer shall submit to the Chairperson of the Appeals Committee within two (2) school days of the receipt of the documentation, the statement of his/her decision, the rationale for the decision and the relevant documents.
9. The Chairperson will provide to the appellant within two (2) school days of the receipt of the Grievance Officers documents a copy of the statement of decision, the rationale for the decision and the documents submitted by the Vice President/Grievance Officer.
10. The Appeals Committee shall hold a hearing with five (5) school days after supplying the appellant with the Vice President/Grievance Officer's documents. The Appeals Committee will appoint one of its members to take minutes.
11. The Appeals Committee may seek information or advice from the Field Secretariat at Provincial Office or, through the Field Secretariat, from a lawyer employed by the Provincial Federation.
12. The Appeals Committee shall provide the Vice President/Grievance Officer and the Appellant the opportunity to make a presentation to the Committee for a maximum of forty-five (45) minutes. During the presentation, only the party making the presentation and the members of the Appeals Committee will be present. Members of the Appeals Committee may question the parties after their presentation.
13. Discussion will occur in Executive Session with only the Members of the Appeals Committee present. Any decision of the Appeals Committee shall be achieved by majority vote on written motions.
14. The Appeals Committee Chairperson shall provide the Vice President/Grievance Officer and the Appellant with a written statement of Committee's decision within two (2) school days after the hearing.
15. The Chairperson of the Appeals Committee will report to the Bargaining Unit Council that an Appeal has been heard and the decision that has been reached.
16. If the Member disagrees with the decision of the Appeals Committee of the bargaining Unit Council, the Member may request to be referred to the Field Secretariat.
17. All documentation and communication arising from the grievance appeal are to remain confidential and will be filed by the Chairperson of the Bargaining Unit Council.
18. One copy of all relevant documents will be kept on file by the Bargaining Unit. All other copies prepared for discussion purposes will be immediately destroyed by the Chair of the Bargaining Unit Council.

#### **BY-LAW 8 - CONSTITUTION COMMITTEE**

- 8.1 Constitution Committee duties shall be:
  - 8.1.1 to annually review the Constitution and By-Laws;
  - 8.1.2 to recommend amendments to the Constitution and By-Laws to the membership at the Annual General meeting as per Article 17 Amendments.
  - 8.1.3 to maintain a policy and procedure manual.

#### **BYLAW 9 - HEALTH & SAFETY COMMITTEE**

- 9.1 The Health & Safety Committee shall include the Health and Safety Officers, their alternates on the Joint Health and Safety Committee, and at least one member from each geographical region of the District.
- 9.2 Health & Safety Committee duties shall be:
  - 9.2.1 to promote and coordinate all Health and Safety activities within the Bargaining Unit, as required
  - 9.2.2 to assist the Health and Safety Officer, as required;
  - 9.2.3 to work in cooperation with the Provincial Health and Safety Committee.

#### **BY-LAW 10 - DELEGATES TO ANNUAL MEETING OF THE PROVINCIAL ASSEMBLY (AMPA)**

- 10.1 The Bargaining unit President and Grievance Officer shall be delegates to AMPA and shall provide a written submission to the Communications Officer after the Annual General Meeting of the Provincial Assembly.
- 10.2 Elections of delegates and alternates to the AMPA shall occur at the November/December meeting of Council by the members of Council. On-time nominations shall be received by the Bargaining Unit President from November 1 to the closing of nominations one week prior to the meeting of Council at which the election shall take place. Should there be an insufficient number of on-time nominations, nominations from the floor will be considered. Elections shall be by secret ballot. The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and By-Laws.
- 10.3 It is the responsibility of all Delegates and Alternates attending AMPA to:
  - i. be present on the floor of the house during the period of the working day;
  - ii. with the approval of the Bargaining Unit President, to organize replacement shifts between Alternates and Delegates.
- 10.4 Delegates and Alternates that are 12 month Members, and are paid to attend the Friday and the Monday of the AMPA shall remain in attendance on the AMPA floor until the adjournment of the AMPA. Exceptions may be made only in consultation with the entire delegation and with the approval of the Bargaining Unit President.

#### **BY-LAW 11 - UNION RELEASE**

- 11.1 Full-time release shall be granted to the President according to the District 8 Constitution.
  - 11.1.2 The Bargaining Unit President will be compensated for a 40 hour work week, 12 months of the year at, at least, the 35 month hourly rate for Grid Level 4. If the Member elected to the President's position currently earns more than that rate, the Member will continue at his/her current rate of pay. The Bargaining Unit President shall maintain all benefits and allowances as per the ESS Collective Agreement.
  - 11.1.3 If the Member elected to the position of President is a 10 month employee, then the Members' work year will be extended to include the first 2 weeks in July and the last 2 weeks in August.
- 11.2 Release time may be granted to Executive Officers and the Negotiating Team as deemed necessary by ESS Council.

#### **BY-LAW 12 AWARDS AND HONORARIUMS**

- 12.1 Council may provide an award or honorarium within the Budget to Members who have made an outstanding contribution of time and effort to the Bargaining Unit.

#### **BY-LAW 13 ANTI-HARASSMENT POLICY AND PROCEDURE**

- 13.1 There shall be an Anti-Harassment and Anti-Bullying Policy and Resolution and Complaint Procedure in effect for Bargaining Unit-sponsored functions including, but not limited to, all General, Council, Executive, and Committee Meetings. There shall be an Appeals Procedure in effect allowing members to challenge findings arising from the aforementioned Procedure.

#### **BY-LAW 14 AMENDMENTS**

- 14.1 Amendments to these Bylaws may be made at any General Meeting other than an Emergency Meeting of the District:
  - i. by a simple majority vote of the members qualified to vote, present, and voting, provided that:
    - a) notice of the proposed amendment shall have been given in writing to the Constitution chairperson at least two weeks prior to the General Meeting;
    - b) such notice shall have been forwarded to the membership at least one week prior to the General Meeting.
  - ii. by a three quarters vote of the members qualified to vote, present, and voting, previous notice as in i. has not having been given.

#### **BY-LAW 15 Rules of Order**

- 15.1 Meetings of the Bargaining Unit or Branches shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF/FEESO Constitution and Bylaws.