

**OSSTF**  
**District 7 Bluewater**  
**CONSTITUTION**

Educational Support Professionals' Bargaining Unit  
(ESP)

Occasional Teachers' Bargaining Unit  
(OT)

Office Professionals & Technicians' Bargaining Unit  
(OPT)

Professional Student Services Personnel Bargaining Unit (PSSP)

Teachers' Bargaining Unit  
(TBU)

Revised June 2022

# Table of Contents

|  |           |
|--|-----------|
| <b>SECTION 1: ARTICLES</b> .....                                 | <b>3</b>  |
| ARTICLE 1: DEFINITIONS .....                                     | 3         |
| ARTICLE 2: NAME AND BARGAINING UNITS (A.2021) .....              | 3         |
| ARTICLE 3: OBJECTIVES .....                                      | 3         |
| ARTICLE 4: ETHICS .....  | 3         |
| ARTICLE 5: MEMBERSHIP .....                                      | 3         |
| ARTICLE 6: DISTRICT ORGANIZATION .....                           | 4         |
| ARTICLE 7: DISTRICT MEETINGS (A.2022) .....                      | 4         |
| ARTICLE 8: BARGAINING UNIT ORGANIZATION .....                    | 4         |
| ARTICLE 9: AMENDMENTS TO THE ARTICLES (A.2021) .....             | 5         |
| ARTICLE 10: BYLAWS .....   | 5         |
| ARTICLE 11: REPUGNANCY .....                                     | 5         |
| <b>SECTION 2: BYLAWS</b> .....                                   | <b>6</b>  |
| BYLAW 1: FEDERATION YEAR .....                                   | 6         |
| BYLAW 2: FISCAL YEAR .....                                       | 6         |
| BYLAW 3: DUTIES OF MEMBERS .....                                 | 6         |
| BYLAW 4: DUTIES OF DISTRICT COUNCIL .....                        | 6         |
| BYLAW 5: DUTIES OF DISTRICT COUNCIL EXECUTIVE .....              | 6         |
| BYLAW 6: DUTIES OF DISTRICT COUNCIL MEMBERS .....                | 7         |
| BYLAW 7: DUTIES OF AMPA DELEGATES AND ALTERNATES .....           | 10        |
| BYLAW 8: DISTRICT COMMITTEES .....                               | 10        |
| BYLAW 9: ELECTIONS, APPOINTMENTS, AND VACANCIES (A.2021) .....   | 12        |
| BYLAW 10: MEETINGS .....   | 14        |
| BYLAW 11: RELEASE TIME .....                                     | 17        |
| BYLAW 12: FINANCE .....  | 17        |
| BYLAW 13: AMENDMENTS TO THE BYLAWS .....                         | 18        |
| BYLAW 14: PROCEDURES AND POLICIES (A.2021) .....                 | 18        |
| BYLAW 15: ANTI-HARASSMENT AND ANTI-BULLYING POLICY .....         | 18        |
| BYLAW 16: STATUTORY LEAVE / SICK LEAVE (A.2018) .....            | 19        |
| <b>SECTION 3: PROCEDURES</b> .....                               | <b>19</b> |
| PROCEDURE 1: BARGAINING UNIT NUMBERS .....                       | 19        |
| PROCEDURE 2: POLITICAL SUPPORT .....                             | 19        |
| PROCEDURE 3: AMPA DELEGATES & ALTERNATES .....                   | 19        |
| PROCEDURE 4: FINANCE .....                                       | 19        |
| PROCEDURE 5: PROVINCIAL ACCOUNT #2010 MANAGEMENT .....           | 20        |
| PROCEDURE 6: GIFTS .....   | 20        |
| PROCEDURE 7: HARASSMENT & BULLYING RESOLUTION & COMPLAINTS ..... | 21        |
| PROCEDURE 8: HARASSMENT & BULLYING COMPLAINT APPEALS .....       | 21        |
| <b>SECTION 4: POLICIES</b> .....                                 | <b>22</b> |
| POLICY 1: GENDER EQUALITY .....                                  | 22        |
| POLICY 2: ANTI-HARASSMENT POLICY .....                           | 22        |
| POLICY 3: POLITICAL MEMBERSHIP .....                             | 22        |
| POLICY 4: ENVIRONMENTAL CONSCIENTIOUSNESS .....                  | 22        |

# SECTION 1: ARTICLES

## ARTICLE 1: DEFINITIONS

- 1.1 OSSTF shall mean the Ontario Secondary School Teachers' Federation. (A.2021)
- 1.2 DISTRICT 7 shall mean the unified non-Education Act and Education Act bargaining units who are members of OSSTF employed by the Bluewater District School Board.
- 1.3 BARGAINING UNIT shall mean a group of Members either certified by the Labour Relations Board or Members under the Education Act covered by one collective agreement.
- 1.4 BRANCH shall mean an organization of members in a particular workplace of District 7 as determined by Bargaining Units.
- 1.5 CONSTITUTION shall mean the Articles, Bylaws, Procedures, and Policies of District 7. (A.2021)
- 1.6 ARTICLES shall mean major descriptive sections of the District Constitution. (A.2021)
- 1.7 BY-LAWS shall mean the standing rules governing the operation and membership of District 7.
- 1.8 PROCEDURE shall mean the accepted method within the District.
- 1.9 INTERNAL POLICY shall mean a stand or position taken by District 7 in accordance with its bylaws for the purpose of setting out the District's beliefs, positions, values, or behavioural goals. (A.2021)
- 1.10 EXTERNAL POLICY shall mean a stand or position taken by District 7 in accordance with its by-laws on matters whose resolution is beyond the internal legislative power of District 7 and in keeping with provincial OSSTF policies. (A.2021)
- 1.11 TERM OF OFFICE shall mean the term of office for all members of District Council, and shall run from July 1 to June 30 the following year. (A.2014)

## ARTICLE 2: NAME AND BARGAINING UNITS (A.2021)

- 2.1 The name of District 7 shall be Bluewater.
- 2.2 Bluewater, District 7, shall consist of the following Bargaining Units: (A.2021)
  - 2.2.1 Educational Support Professionals' Bargaining Unit (ESP);
  - 2.2.2 Occasional Teachers' Bargaining Unit (OT);
  - 2.2.3 Office Professionals & Technicians' Bargaining Unit (OPT);
  - 2.2.4 Professional Student Services Personnel Bargaining Unit (PSSP); and
  - 2.2.5 Teachers' Bargaining Unit (TBU).

## ARTICLE 3: OBJECTIVES

- 3.1 To uphold and maintain the objectives of the Ontario Teachers' Federation (OTF) and the Ontario Secondary School Teachers' Federation (OSSTF) as described in their respective Constitutions. (A.2021)

## ARTICLE 4: ETHICS

- 4.1 Members of OSSTF District 7 shall uphold the ethics statements found in the Handbook, Constitution, Bylaws, Policies and Procedures of the Ontario Secondary School Teachers' Federation.

## ARTICLE 5: MEMBERSHIP

- 5.1 Members shall be designated in accordance with OSSTF bylaws as:
  - 5.1.1 Active Members
  - 5.1.2 Voluntary Members
  - 5.1.3 Associate Members
  - 5.1.4 Honorary Associate Members
  - 5.1.5 Provincial Life Members
  - 5.1.6 Active Retired Members

## **ARTICLE 6: DISTRICT ORGANIZATION**

6.1 There shall be a District Council made up of the following members:

### **6.1.1 Voting Members**

- 6.1.1.1 President of each Bargaining Unit,
- 6.1.1.2 District Secretary-Treasurer; and (A.2011)
- 6.1.1.3 up to two (2) representatives from each Bargaining Unit. (A.2019)

### **6.1.2 Non-Voting Members (A.2021)**

- 6.1.2.1 Constitution Officer (A.2019)
- 6.1.2.2 Educational Services Officer (A.2016)
- 6.1.2.3 Equity Officer (A.2022)
- 6.1.2.4 Health & Safety Officer
- 6.1.2.5 Human Rights / Status of Women Officer
- 6.1.2.6 Political Action Officer (A.2013)
- 6.1.2.7 Labour Council Liaison Officer (A.2021)

## **6.2 District Council Executive**

6.2.1 The District Council Executive, which is part of District Council, shall consist of (A.2021)

- 6.2.1.1 the District President;
- 6.2.1.2 the Vice-Presidents (all other Bargaining Unit Presidents); and
- 6.2.1.3 the District Secretary-Treasurer. (A.2017)

6.2.2 The members of the District Council Executive shall be elected or appointed in the manner prescribed in Bylaw 9. (A.2021)

## **6.3 District Committees**

6.3.1 There shall be the following standing District Committees:

- 6.3.1.1 Constitution Review Committee (A.2019)
- 6.3.1.2 Educational Services Committee (A.2015)
- 6.3.1.3 Equity Committee (A.2022)
- 6.3.1.4 Finance Committee (A.2011)
- 6.3.1.5 Health & Safety Committee
- 6.3.1.6 Human Rights / Status of Women Committee (A.2008)
- 6.3.1.7 Political Action Committee (A.2013)

6.3.2 An ad hoc committee can be formed by District Council in response to an identified need. (A.2021)

## **ARTICLE 7: DISTRICT MEETINGS (A.2022)**

7.1 District Council shall meet a minimum of two (2) times per year, as per Bylaw 10.

7.2 District Executive meetings shall be called as necessary, as per Bylaw 10.

7.3 District Committee meetings shall be called as necessary, as per Bylaw 10.

7.4 General or Special Membership Meetings shall be called as necessary, as per Bylaw 10.

## **ARTICLE 8: BARGAINING UNIT ORGANIZATION**

8.1 Each Bargaining Unit shall have its own constitution.

8.2 Each Bargaining Unit constitution shall be consistent with the District Constitution.

8.3 Each Bargaining Unit shall have an Executive or Council consisting of at least the following positions: (A.2022)

- 8.3.1 President;
- 8.3.2 one or more Vice-Presidents, as deemed necessary by the Bargaining Unit;
- 8.3.3 Chief Negotiator;
- 8.3.4 Grievance Officer;
- 8.3.5 Secretary-Treasurer, or Secretary and Treasurer; (A.2021)
- 8.3.6 Constitution Officer; (A.2021)
- 8.3.7 Educational Services Officer; (A.2009)

- 8.3.8 Equity Officer; (A.2022)
- 8.3.9 Health & Safety Officer;
- 8.3.10 Human Rights/Status of Women Officer; (A.2021)
- 8.3.11 Political Action Officer; (A.2016)
- 8.3.12 Pay Equity Officer, where pay equity negotiations and maintenance are required; and (A.2016)
- 8.3.13 other positions as may be deemed necessary by the Bargaining Unit. (A.2019)

**ARTICLE 9: AMENDMENTS TO THE ARTICLES (A.2021)**

- 9.1 Amendments to the Articles may be made at meetings of the District Council or at General Meetings by
  - 9.1.1 a 2/3 weighted vote of Members qualified to vote, present and voting, provided that notice of the proposed amendment is given in writing to the District Constitution Officer and each Bargaining Unit President at least sixty (60) days prior to the meeting; (A.2022)
  - 9.1.2 a 3/4 weighted vote of Members qualified to vote, present and voting, provided that notice of the proposed amendment is given in writing to the District Constitution Officer and each Bargaining Unit President at least thirty (30) days prior to the meeting; and (A.2021)
  - 9.1.3 a 9/10 weighted vote of Members qualified to vote, present and voting, if less than thirty (30) days' notice is given in writing to the District Constitution Officer and each Bargaining Unit President. (A.2021)

**ARTICLE 10: BYLAWS**

- 10.1 District 7, at a District Council or a General Meeting, may pass bylaws not inconsistent with the articles or existing bylaws concerning: (A.2021)
  - 10.1.1 the procedure for the election of various office holders,
  - 10.1.2 its own internal organization and administration,
  - 10.1.3 the time, place and conduct of meetings,
  - 10.1.4 the appointment of auditors,
  - 10.1.5 all other matters as deemed necessary or convenient for the promotion or welfare of members, or the business of District 7.

**ARTICLE 11: REPUGNANCY**

- 11.1 Any part of this present constitution or amendment thereto which is repugnant to the provincial constitution of OSSTF is hereby declared null and void.

## **SECTION 2: BYLAWS**

### **BYLAW 1: FEDERATION YEAR**

1.1 The District Federation Year shall be from July 1st to June 30th.

### **BYLAW 2: FISCAL YEAR**

2.1 The District Fiscal Year shall be from July 1st to June 30th.

### **BYLAW 3: DUTIES OF MEMBERS**

3.1 It shall be the duty of every member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as prescribed in its bylaws.

### **BYLAW 4: DUTIES OF DISTRICT COUNCIL**

- 4.1 It shall be the duty of the District Council to: (A.2021)
- 4.1.1 empower and appoint the President, and the First, Second, Third, and Fourth Vice-Presidents; (A.2021)
  - 4.1.2 elect the District Secretary-Treasurer; (A.2021)
  - 4.1.3 elect the District Officers: (A.2021)
    - 4.1.3.1 the District Constitution Officer;
    - 4.1.3.2 the District Educational Services Officer;
    - 4.1.3.3 the District Health and Safety Officer;
    - 4.1.3.4 the District Human Rights / Status of Women Officer;
    - 4.1.3.5 the District Political Action Officer; and
    - 4.1.3.6 the District Labour Council Liaison Officer;
  - 4.1.4 empower the District Committees;
  - 4.1.5 co-ordinate the activities and actions of the Bargaining Units of the District;
  - 4.1.6 receive and accept reports and communications from Bargaining Units and District Committees; (A.2021)
  - 4.1.7 receive reports at each meeting of Council from the District Secretary-Treasurer and approve the final report of the District Secretary-Treasurer as presented at a meeting of Council; (A.2011)
  - 4.1.8 receive, amend as necessary, and approve the District budget at the June meeting; (A.2022)
  - 4.1.9 determine the action to be taken in regard to the reports received and to instruct the District Executive, District Committees, and Bargaining Units therein (consistent with District Policy);
  - 4.1.10 amend the District Constitution, including the Articles, Bylaws, Procedures, and Policies; (A.2022)
  - 4.1.11 keep the District informed of its activities;
  - 4.1.12 appoint auditors as required by OSSTF, and receive reports from auditors; (A.2021)
  - 4.1.13 receive and distribute reports and communication from OSSTF and OTF;
  - 4.1.14 nominate candidates, if desired, to the Provincial Executive and to the OTF Board of Governors;
  - 4.1.15 promote within the District the aims and objectives of the OSSTF; and
  - 4.1.16 consider matters of general interest to education as they affect the Members of the District.

### **BYLAW 5: DUTIES OF DISTRICT COUNCIL EXECUTIVE**

- 5.1 It shall be the duty of the District Executive to: (A.2022)
- 5.1.1 meet at the call of the District President to discuss District business, and (A.2021)
  - 5.1.2 approve, reject or modify by a vote of the District Executive, by phone or e-mail if necessary, an advertisement or press release whose purpose is to represent the membership of District 7 to the public. (A.2021)

## **BYLAW 6: DUTIES OF DISTRICT COUNCIL MEMBERS**

### **6.1 President**

It shall be the duty of the President to:

- 6.1.1 call all meetings of District Council, prepare meeting agendas, and give the agendas to the District Office Manager for distribution; (A.2022)
- 6.1.2 chair all meetings of the District Executive and District Council, or designate a Chair from the members present at District Council; (A.2019)
- 6.1.3 ensure that all motions passed by the District Council are acted upon;
- 6.1.4 ensure that all minutes of meetings of District Council are posted to the district website; (A.2014)
- 6.1.5 receive, answer, and keep correspondence;
- 6.1.6 keep all records;
- 6.1.7 keep the Provincial Executive informed of Federation activities in District 7; (A.2022)
- 6.1.8 act as an ex-officio member on District Committees and to maintain contact with all District Bargaining Units; (A.2010)
- 6.1.9 in the event that a District Committee has not called its first meeting for a new school year, call the first meeting of that District Standing Committee;
- 6.1.10 bring concerns of their Bargaining Unit to the attention of District Council;
- 6.1.11 bring District concerns to the attention of District Council;
- 6.1.12 act as the communications officer; (A.2015)
- 6.1.13 ensure Bargaining Unit Presidents are made aware of positions available in the District at least two (2) weeks prior to the June meeting of District Council. (A.2016)
- 6.1.14 act as the AMPA Delegation Leader: (A.2017)
  - 6.1.14.1 attend AMPA as the District Delegation Leader;
  - 6.1.14.2 ensure that the necessary forms are completed for the District delegation to attend AMPA;
  - 6.1.14.3 assist District delegates and alternates to prepare for AMPA;
  - 6.1.14.4 randomly create an AMPA floor schedule, giving all District delegation members approximately equal time on the floor;
  - 6.1.14.5 arrange any District pre-AMPA meetings; and
  - 6.1.14.6 attend any regional pre-AMPA meetings.

### **6.2 First Vice-President (A.2021)**

It shall be the duty of the First Vice-President to:

- 6.2.1 perform the duties of the President in the President's absence or at the President's request;
- 6.2.2 bring concerns of their Bargaining Unit to the attention of the District Council;
- 6.2.3 act as the anti-harassment officer, and (A.2015)
- 6.2.4 attend meetings of the District Executive. (A.2021)

### **6.3 Second Vice-President (A.2021)**

It shall be the duty of the Second Vice-President to:

- 6.3.1 perform the duties of the President in the President's absence or at the President's request,
- 6.3.2 bring concerns of their Bargaining Unit to the attention of the District Council,
- 6.3.3 act as the anti-harassment officer, and (A.2015)
- 6.3.4 attend meetings of the District Executive. (A.2021)

### **6.4 Third Vice President (A.2021)**

It shall be the duty of the Third Vice-President to:

- 6.4.1 bring concerns of their Bargaining Unit to the attention of District Council, and
- 6.4.2 attend meetings of the District Executive. (A.2021)

### **6.5 Fourth Vice President (A.2021)**

It shall be the duty of the Fourth Vice-President to:

- 6.5.1 bring concerns of their Bargaining Unit to the attention of District Council, and
- 6.5.2 attend meetings of the District Executive. (A.2021)

## **6.6 District Secretary-Treasurer**

It shall be the duty of the District Secretary-Treasurer to:

- 6.6.1 be responsible for all District funds; (A.2008)
- 6.6.2 call and chair meetings of the District Finance Committee; (A.2022)
- 6.6.3 attend meetings of the District Executive; (A.2019)
- 6.6.4 attend meetings of the District Council and provide a report to each meeting; (A.2022)
- 6.6.5 act as liaison between the District Finance Committee and District Council; (A.2022)
- 6.6.6 be accountable to District Council, Bargaining Unit Executives, and District members; (A.2011)
- 6.6.7 act as the assistant to each Bargaining Unit's Treasurer for all Bargaining Units in the District; (A.2008)
- 6.6.8 act as a non-voting, ex-officio member of all Bargaining Unit Executives and attend bargaining unit meetings when requested, (A.2014)
- 6.6.9 provide financial reports, which shall include expenses-to-date for each District budget line and the financial position of the District, including all District assets, to District Council at least twice per year, or as requested by District Council,
- 6.6.10 provide financial reports, which shall include expenses-to-date for each Bargaining Unit budget line and the financial position of the Bargaining Unit, including all Bargaining Unit assets, to Bargaining Unit Executives at least twice per year, or as requested by a Bargaining Unit Executive, (A.2011)
- 6.6.11 ensure that the information in the Provincial Financial Handbook is communicated to all Bargaining Unit Presidents, (A.2011)
- 6.6.12 forward a copy of the District budget, including all Bargaining Unit budgets, to the Chief Financial Officer by November 1, (A.2010)
- 6.6.13 forward the District's Annual Financial Report to the Chief Financial Officer by November 1, (A.2010)
- 6.6.14 aid in the preparation of requests for additional funding from Provincial office, (A.2011)
- 6.6.15 prepare a draft budget to be presented at a June meeting of District Council, in consultation with the Finance Committee, (A.2010)
- 6.6.16 present annually to the District Council independently-reviewed financial statements for the preceding fiscal year, (A.2011)
- 6.6.17 attend provincial or regional conferences for Treasurers sponsored by provincial OSSTF, (A.2021)
- 6.6.18 oversee the district office manager in the following: (A.2014)
  - 6.6.18.1 regular data entry as required,
  - 6.6.18.2 payment of all authorized expenditures by cheque only,
  - 6.6.18.3 depositing of money into accounts at a chartered bank or trust company in the name of OSSTF District 7 (Bluewater) within two weeks of receipt,
  - 6.6.18.4 reconciliation of bank / trust company statements, and
  - 6.6.18.5 preparation of financial reports as required.
- 6.6.19 and perform any other financial duties as directed by District Executive and/or District Council. (A.2013)

## **6.7 District Councillors**

It shall be the duty of District Councillor Representatives from the Bargaining Units to:

- 6.7.1 perform duties as requested by District Council;
- 6.7.2 attend District Council meetings and report issues arising from said meetings to their Bargaining Units; and
- 6.7.3 forward agenda items to the District President.

## **6.8 Constitution Officer**

It shall be the duty of the Constitution Officer to :

- 6.8.1 call meetings of the Constitution Review Committee, and to serve as Chair of this committee;
- 6.8.2 attend District Council meetings and provide a report; (A.2021)



- 6.8.3 serve as liaison between the Constitution Review Committee and District Council;
- 6.8.4 attend any provincial or regional conferences sponsored by the provincial Parliamentary and Constitution Council; (A.2021)
- 6.8.5 prepare the constitutional amendments proposed by the Constitution Review Committee;
- 6.8.6 update and maintain the District Constitution, after the June meeting of District Council each year; and
- 6.8.7 file a copy of the updated District Constitution with the General Secretary of OSSTF. (A.2022)

**6.9 Educational Services Officer**

It shall be the duty of the Educational Services Officer to: (A.2019)

- 6.9.1 call meetings of the Educational Services Committee, and to serve as Chair of this committee; (A.2021)
- 6.9.2 attend District Council meetings and provide a report; (A.2021)
- 6.9.3 serve as a liaison between the Educational Services Committee and District Council; (A.2021)
- 6.9.4 attend provincial or regional conferences sponsored by the Provincial Educational Services Committee;
- 6.9.5 promote, encourage, and support classroom-related research and effective models of professional development for the membership;
- 6.9.6 promote, generate, and coordinate the professional growth activities of District Members through workshops, speakers, current educational services initiatives, and approved individual professional growth activities; and (A.2009)
- 6.9.7 promote excellence in education. (A.2009)

**6.10 Equity Officer (A.2022)**

It shall be the duty of the Equity Officer to:

- 6.10.1 call meetings of the District Equity Committee, and to serve as Chair of this committee;
- 6.10.2 attend District Council meetings and provide a report;
- 6.10.3 serve as liaison between the District Equity Committee and District Council;
- 6.10.4 attend any provincial or regional conferences sponsored by OSSTF with respect to equity, anti-racism and or anti-oppression;
- 6.10.5 build awareness of equity, anti-racism, and anti-oppression issues and initiatives; and
- 6.10.6 provide advice and information to District Council regarding equity, anti-racism, and anti-oppression.

**6.11 Health & Safety Officer**

It shall be the duty of the Health & Safety Officer to:

- 6.11.1 call meetings of the District Health and Safety Committee, and to serve as Chair of this committee; (A.2021)
- 6.11.2 attend District Council meetings and provide a report; (A.2021)
- 6.11.3 serve as a liaison between the district Health & Safety Committee and the District Council; (A.2021)
- 6.11.4 attend such provincial or regional conferences as sponsored by the Provincial Health & Safety / Workplace Safety Insurance Act Committee; (A.2014)
- 6.11.5 monitor the Acts and Regulations concerning health and safety and their applications to the membership;
- 6.11.6 inform the membership of legislation and Board policy and practice concerning health and safety; and
- 6.11.7 be responsible for making sure that the District Office is in compliance with all health and safety requirements. (A.2015)

**6.12 Human Rights / Status of Women Officer**

It shall be the duty of the Human Rights / Status of Women Officer to:

- 6.12.1 call meetings of the Human Rights / Status of Women Committee, and to serve as Chair of this committee; (A.2021)
- 6.12.2 attend District Council meetings and provide a report; (A.2021)

- 6.12.3 serve as a liaison between the Human Rights / Status of Women Committee and District Council;
- 6.12.4 attend provincial or regional conferences sponsored by the provincial Human Rights Committee or the provincial Status of Women Committee; and (A.2021)
- 6.12.5 promote equality of opportunity for all members of District 7, and promote human rights and gender equality in general. (A.2021)

**6.13 Political Action Officer**

It shall be the duty of the Political Action Officer to:

- 6.13.1 call meetings of the Political Action Committee, and to serve as Chair of this committee, (A.2021)
- 6.13.2 attend District Council meetings and provide a report; (A.2021)
- 6.13.3 serve as a liaison between the District Political Action Committee and District Council; (A.2021)
- 6.13.4 attend provincial or regional conferences sponsored by the provincial Communications and Political Action Committee; and (A.2021)
- 6.13.5 plan and organize rallies at the request of the District Executive. All plans require majority approval by the District Executive.

**6.14 Labour Council Liaison Officer (A.2021)**

It shall be the duty of the Labour Council Liaison Officer to:

- 6.14.1 attend meetings of the Grey-Bruce Labour Council;
- 6.14.2 attend meetings of the District Political Action Committee;
- 6.14.3 attend District Council meetings and provide a report;
- 6.14.4 attend conferences of the Ontario Federation of Labour and the Canadian Labour Congress, when District 7 is entitled to at least one delegate to these conferences.

**BYLAW 7: DUTIES OF AMPA DELEGATES AND ALTERNATES**

- 7.1 It shall be the duty of delegates and alternates to the Annual Meeting of the Provincial Assembly (AMPA) of OSSTF to: (A.2021)
  - 7.1.1 attend AMPA according to the floor schedule; and (A.2012)
  - 7.1.2 attend any pre-AMPA meetings. (A.2012)

**BYLAW 8: DISTRICT COMMITTEES**

- 8.1 The District President shall be an ex-officio member of all committees.
- 8.2 All committee reports to District Council shall be presented in written form (with exceptions to be made for reports of a confidential nature). (A.2022)

**8.3 Chairpersons of Standing Committees**

It shall be the duty of the Chairpersons of District Standing Committees to:

- 8.3.1 call meetings;
- 8.3.2 govern the functioning of the committee in accordance with the powers given by District Council;
- 8.3.3 make a written report to District Council and to attend the meetings thereof as required;
- 8.3.4 keep the membership informed on matters affecting the welfare of the District;
- 8.3.5 prepare and submit a budget to the District Secretary-Treasurer when required; (A.2011)
- 8.3.6 obtain the approval of District Council for any presentation to a group outside of District 7 OSSTF prior to its presentation to that group; and
- 8.3.7 maintain records and minutes of the business transacted and decisions made by the Committee.

**8.4 Constitution Review Committee**

- 8.4.1 The Constitution Review Committee shall consist of: (A.2021)
  - 8.4.1.1 the District Constitution Officer, as Chair; and
  - 8.4.1.2 a maximum of two members of District Council from each Bargaining Unit.
- 8.4.2 It shall be the duty of the District Constitution Review Committee to:
  - 8.4.2.1 review the constitution and report to District Council; and
  - 8.4.2.2 recommend amendments to constitution and Bylaws (A.2015)

## **8.5 Educational Services Committee**

- 8.5.1 The Educational Services Committee shall consist of: (A.2021)
  - 8.5.1.1 the District Educational Services Officer, as Chair; and
  - 8.5.1.2 the Bargaining Units' Educational Services Officers.
- 8.5.2 It shall be the duty of the Educational Services Committee to: (A.2016)
  - 8.5.2.1 promote, encourage and support classroom-related research and effective models of professional development for the membership;
  - 8.5.2.2 promote, generate and coordinate the professional growth activities of District members through workshops, speakers, current educational services initiatives and approved individual professional growth activities; and
  - 8.5.2.3 promote excellence in education (A.2009)

## **8.6 Equity Committee (A.2022)**

- 8.6.1 The Equity Committee shall consist of:
  - 8.6.1.1 the District Equity Officer, as Chair; and
  - 8.6.1.2 the Bargaining Units' Equity Officers.
- 8.6.2 It shall be the duty of the Equity Committee to:
  - 8.6.2.1 build awareness of equity, anti-racism, and anti-oppression issues and initiatives;
  - 8.6.2.2 provide a forum for discussion of equity, anti-racism, and anti-oppression issues; and
  - 8.6.2.3 support and amplify the voices of equity-seeking and sovereignty-seeking groups.

## **8.7 Finance Committee**

- 8.7.1 The Finance Committee shall consist of: (A.2021)
  - 8.7.1.1 the District Secretary-Treasurer, as Chair;
  - 8.7.1.2 the Bargaining Unit Presidents; and
  - 8.7.1.3 the Bargaining Unit Treasurers.
- 8.7.2 It shall be the duty of the Finance Committee to:
  - 8.7.2.1 draft a proposed budget for presentation at the June District Council meeting; and
  - 8.7.2.2 review the Annual Financial Report prior to its presentation at District Council. (A.2009)

## **8.8 Health & Safety Committee**

- 8.8.1 The Health and Safety Committee shall consist of: (A.2021)
  - 8.8.1.1 the District Health and Safety Officer, as Chair; and
  - 8.8.1.2 the Bargaining Units' Health and Safety Officers.
- 8.8.2 It shall be the duty of the Health & Safety Committee to:
  - 8.8.2.1 meet to discuss mutual district-wide health and safety concerns. (A.2015)

## **8.9 Human Rights / Status of Women Committee**

- 8.9.1 The Human Rights / Status of Women Committee shall consist of: (A.2021)
  - 8.9.1.1 the District Human Rights / Status of Women Officer, as Chair; and
  - 8.9.1.2 the Bargaining Units' Human Rights / Status of Women Officers.
- 8.9.2 It shall be the duty of the Human Rights / Status of Women Committee to:
  - 8.9.2.1 promote equality of opportunity for all members of District 7; and
  - 8.9.2.2 provide a forum for discussion of issues relevant to the promotion of equality of opportunity and to the elimination of bias.

## **8.10 Political Action Committee**

- 8.10.1 The Political Action Committee shall consist of: (A.2021)
  - 8.10.1.1 the District Political Action Officer, as Chair;
  - 8.10.1.2 the District Labour Council Liaison Officer; and
  - 8.10.1.3 the Bargaining Units' Political Action Officers.
- 8.10.2 It shall be the duty of the Political Action Committee to:
  - 8.10.2.1 liaise with and organize actions with other interest groups in order to deal with areas of mutual concern;

- 8.10.2.2 promote the pride of members in their own skills and in their contributions to their professions, students, clients, media and to their communities;
- 8.10.2.3 monitor provincial and national educational expenditures and decision making, and determine their implications for quality, sustainable, publicly-funded education; and
- 8.10.2.4 advise and communicate to District Council and the membership on current issues in provincial and national educational expenditures and decision making.

**8.11 Ad Hoc Committees (A.2021)**

- 8.11.1 An ad hoc committee or special workgroup may be formed by a majority vote of District Council in response to an identified need. (A.2021)
- 8.11.2 Ad hoc committees shall meet as necessary, and shall report to District Council. (A.2021)

**BYLAW 9: ELECTIONS, APPOINTMENTS, and VACANCIES (A.2021)**

**9.1 Appointment of District President and Vice-Presidents**

- 9.1.1 Each Bargaining Unit shall elect their own President, according to the election rules in that Bargaining Unit’s Constitution, who will then represent their Bargaining Unit at District Council.
- 9.1.2 District Council shall appoint the President and the First, Second, Third, and Fourth Vice-Presidents to a one-year term of office at the June meeting of District Council each year.
  - 9.1.2.1 The position of President of District Council will be rotated through the Bargaining Units, with the President of each Bargaining Unit being the District President for one year. The rotation is as follows: ESP, OT, OPT, Teacher, PSSP.
  - 9.1.2.2 Any Bargaining Unit President who does not accept the position of District President may pass the position to the next Bargaining Unit President in the rotation.
  - 9.1.2.3 In the event that the District President’s position remains unfilled after the above process, the outgoing District President’s term shall be extended until the first District Council meeting in the next school year, at which time a new District President will be elected by secret ballot from amongst the interested members of District Council.

**9.2 Appointment of District Councillors**

- 9.2.1 Each Bargaining Unit shall elect their own District Councillors, according to the election rules in that Bargaining Unit’s Constitution, who will then represent their Bargaining Unit at District Council.
- 9.2.2 District Council shall appoint the Bargaining Unit District Councillors to a one-year term of office at the June meeting of District Council each year.

**9.3 Election of District Secretary-Treasurer**

- 9.3.1 District Council shall elect a District Secretary-Treasurer to a two-year term of office, at the June meeting of District Council in even-numbered years.
- 9.3.2 Each Bargaining Unit may nominate only one candidate for the position of District Secretary-Treasurer, according to the nomination rules in that Bargaining Unit’s Constitution.
- 9.3.3 The District Secretary-Treasurer shall be elected by secret ballot.

**9.4 Election of District Officers**

- 9.4.1 District Council shall elect the non-voting District Officers to a one-year term of office at the June meeting of District Council each year:
  - 9.4.1.1 the District Constitution Officer;
  - 9.4.1.2 the District Educational Services Officer;
  - 9.4.1.3 the District Equity Officer; (A.2022)
  - 9.4.1.4 the District Health and Safety Officer;
  - 9.4.1.5 the District Human Rights / Status of Women Officer;
  - 9.4.1.6 the District Political Action Officer; and
  - 9.4.1.7 the District Labour Council Liaison Officer.
- 9.4.2 Each Bargaining Unit may nominate only one candidate for each of the District Officer positions, according to the nomination rules in that Bargaining Unit’s Constitution.

9.4.2.1 Notwithstanding 9.4.2, The District Health and Safety Officer shall be elected from amongst the interested Bargaining Unit Health and Safety Officers elected or appointed by their Bargaining Units prior to the June meeting of Council. (A.2022)

9.4.3 The District Officers shall be elected by secret ballot.

## 9.5 **Appointment of Members of District Committees**

9.5.1 Each Bargaining Unit shall elect or appoint members to their Bargaining Unit's Officer positions, according to the election or appointment rules in each Bargaining Unit's Constitution.

9.5.2 At the June meeting of District Council each year, the Bargaining Unit Presidents shall declare their elected or appointed Officers, who shall then be appointed by District Council to a one-year term of office on the corresponding District Committees:

9.5.2.1 a maximum of two members of District Council from each Bargaining Unit shall be appointed to the District Constitution Review Committee, along with the District Constitution Officer as chair;

9.5.2.2 the Bargaining Units' Educational Services Officers shall be appointed to the District Educational Services Committee; along with the District Educational Services Officer as chair;

9.5.2.3 the Bargaining Units' Equity Officers shall be appointed to the District Equity Committee, along with the District Equity Services Officer as chair; (A.2022)

9.5.2.4 the Bargaining Units' Treasurers shall be appointed to the District Finance Committee, along with the Bargaining Unit Presidents, and the District Treasurer as chair;

9.5.2.5 the Bargaining Units' Health and Safety Officers shall be appointed to the District Health and Safety Committee, along with the District Health and Safety Officer as chair;

9.5.2.6 the Bargaining Units' Human Rights / Status of Women Officers shall be appointed to the District Human Rights / Status of Women Committee, along with the District Human Rights / Status of Women Officer as chair; and

9.5.2.7 the Bargaining Units' Political Action Officers shall be appointed to the District Political Action Committee, along with the District Labour Council Liaison Officer, and the District Political Action Officer as chair.

## 9.6 **Appointment of Additional Delegates to Conferences**

9.6.1 In the event that District 7 is provided with an opportunity to send additional district delegates to OSSTF conferences, District Council shall determine by vote, if necessary, which additional members will represent District 7. Interest shall be solicited following the process below:

9.6.1.1 first from amongst members of the corresponding District Committee, if applicable;

9.6.1.2 then from amongst members of District Council;

9.6.1.3 then from amongst members of Bargaining Unit Councils; and

9.6.1.4 then from the general membership.

9.6.2 In the event that District 7 is provided with an opportunity to send additional district delegates to conferences sponsored by external organizations, such as, but not limited to, the Ontario Federation of Labour and the Canadian Labour Congress, District Council will determine by vote, if necessary, which additional members will represent District 7, following the process set out in 9.6.1.

## 9.7 **Vacancy**

9.7.1 A vacancy of the District President shall be filled by the new President of the same Bargaining Unit, who shall be appointed by District Council for the remainder of the term.

9.7.1.1 Notwithstanding 9.7.1, should the new President of that Bargaining Unit decline the role of District President, the position of District President shall go to the next President in the rotation, following the process in Bylaw 9.1.2.

9.7.2 A vacancy of a Bargaining Unit District Councillor shall be filled by the Bargaining Unit for the remainder of the term.

- 9.7.3 A vacancy during an elected term of office of the District Treasurer shall be filled by a Member appointed by District Council for the remainder of the term, following the process in Bylaw 9.3.
- 9.7.3 A vacancy during a term of office of a non-voting District Officer shall be filled by a Member of that same District committee appointed by District Council for the remainder of the term.
- 9.7.4 A vacancy of a member of a District Committee appointed by a Bargaining Unit shall be filled by the Bargaining Unit for the remainder of the term.
- 9.7.5 In the event that a member of District Executive, District Council, or a District Committee is involved in a conflict of interest that creates a vacancy, the member shall declare the conflict of interest and District Council shall determine how to deal with the vacancy.

## **BYLAW 10: MEETINGS**

### **10.1 District Council Meetings (A.2021)**

- 10.1.1 The District Council shall meet a minimum of two (2) times per year, of which one shall be in June.
  - 10.1.1.1 The District Council shall meet at such additional times as deemed necessary by the District President, or at the request of a Bargaining Unit Executive.
  - 10.1.1.2 Notice of the time and location of the meeting must be given a minimum of five (5) days in advance.
- 10.1.2 Quorum for District Council meetings shall be established as follows: members present, qualified to vote, and voting, provided that at least one (1) representative from four (4) of the five (5) bargaining units is present.
- 10.1.3 **Voting at District Council Meetings**
  - 10.1.3.1 An affirmative vote by a majority of those present, eligible to vote and voting, will constitute acceptance of any motion except matters requiring a weighted vote.
  - 10.1.3.2 A weighted vote shall be required to:
    - 10.1.3.2.1 amend the District Constitution (Articles, Bylaws, Procedures, Policies),
    - 10.1.3.2.2 approve or revise the District Budget,
  - 10.1.3.3 In any matter requiring a weighted vote, the required vote will be as follows:
    - 10.1.3.3.1 on a vote to approve or revise the District Budget, a motion shall require an affirmative vote of a majority of the weighted vote present and voting;
    - 10.1.3.3.2 on a vote to amend the Articles of the District Constitution, the vote required shall be as per Article 9;
    - 10.1.3.3.3 on a vote to amend the Bylaws of the District Constitution, the vote required shall be as per Bylaw 13;
    - 10.1.3.3.4 on a vote to establish or amend District Procedures or Policy statements, the vote required shall be as per Bylaw 14;
  - 10.1.3.4 In a weighted vote, each Bargaining Unit may cast up to three (3) votes.
  - 10.1.3.5 Each vote shall be weighted using the most recent Funding Master Bargaining Unit numbers divided by the total number of votes cast (not including abstentions).
  - 10.1.3.6 If a member of District Council is absent, their votes will be divided amongst the remaining District Councillors representing that bargaining unit.
- 10.1.4 Should any voting member of District Council be unable to attend any particular meeting of District Council, the Bargaining Unit may replace that member with another designate from their Bargaining Unit, provided that the Bargaining Unit's President (or designate) declares this substitution at the beginning of the District Council meeting.
- 10.1.5 In the event that a member of District Council is involved in a conflict of interest, the member may abstain from voting, or may be excused from the meeting, in which case an alternate may be appointed by the originating appointing body if necessary.

## **10.2 District Executive Meetings**

- 10.2.1 The District Executive shall meet as needed at the call of the President, or by written request of any two members of the Executive. The written request shall specify the purpose of the special meeting.
- 10.2.2 Quorum for District Executive meetings shall be established as follows: at least four (4) of the five (5) Bargaining Unit Presidents shall be required for conducting Executive business (passing motions).
  - 10.2.2.1 Notwithstanding 10.2.2, a Bargaining Unit may appoint a designate to attend a meeting of District Executive, in the place of the Bargaining Unit President.

## **10.3 District Committee Meetings**

- 10.3.1 District Committees shall meet at the call of the chair.
- 10.3.2 Quorum for meetings of District Committees shall be a majority of the membership of the committee.

## **10.4 District General or Special Membership Meetings**

- 10.4.1 The General Membership of District 7 shall meet at the call of the President.
- 10.4.2 A District General or Special Membership Meeting may be called by the President, or at the request of the District Executive or the District Council, at the written request of at least one hundred (100) members representing at least three (3) different Bargaining Units and five (5) different worksites. The written request shall specify the purpose of the meeting.
- 10.4.3 District General Meetings shall be organized through the District Office. (A.2022)
- 10.4.4 A minimum of fourteen (14) calendar days' advance notice of a District General or Special Membership Meeting must be given by the President in writing to the members, unless the meeting is required by Provincial OSSTF.
- 10.4.5 Quorum for District General or Special Membership Meetings shall be established as follows: members present, qualified to vote, and voting, provided that at least one (1) representative from three (3) of the five (5) bargaining units is present for conducting business (passing motions).

## **10.5 Format and Conduct of Meetings**

- 10.5.1 The business of all meetings shall be in accordance with the Rules of Orders determined under the Bylaws of the OSSTF.
- 10.5.2 All meetings must allow for simultaneous aural communication, as per the most recent edition of *Robert's Rules of Order*.
- 10.5.3 Minutes will be taken at all meetings.

## **10.6 Executive Session**

- 10.6.1 A meeting shall move into Executive Session whenever it must consider either matters relating to personnel or matters that must remain confidential to the body.
- 10.6.2 The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this House move into Executive Session."
- 10.6.3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.
- 10.6.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the District's public record unless the body specifically directs otherwise.
- 10.6.5 Within Executive Session, the standard rules of order shall be followed unless the body specifically directs otherwise.
- 10.6.6 A resolution to rise from Executive Session shall be moved at the end of the Session.
- 10.6.7 The resolutions directing the meeting to move into and rise from Executive Session are the only public record of the Executive Session.
- 10.6.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

## **10.7 District Council Meetings by Teleconference (or Electronic Means)**

- 10.7.1 Between regularly scheduled meetings of the District Council, when a need arises for a formal decision of the District Council, a teleconference or electronic meeting may be held at the call of the District President.
- 10.7.2 Notice of the teleconference or electronic meeting will be made at least five (5) days prior to the teleconference.
- 10.7.3 The meeting shall only be held outside of normal working hours, unless release time is provided.
- 10.7.4 The normal quorum for a meeting of the District Council shall apply.
- 10.7.5 The District President shall chair the meeting.

## **10.8 Electronic Meetings**

- 10.8.1 As necessary, meetings of the District Council, District Executive, District Committees, or the general membership may be held electronically.
- 10.8.2 Quorum for electronic meetings shall be the same as is required for a regular meeting of the same body.
- 10.8.3 Proper notice of meeting and meeting information (date, time, link, login, agenda, previous minutes, etc.) shall be sent out to members as per the Constitution.

### **10.8.4 Electronic Meetings: Platform**

- 10.8.4.1 The platform through which electronic meetings can be held shall be designated by the District President.
- 10.8.4.2 The designated platform must support voting and visible displays identifying those participating, identifying those seeking recognition to speak, showing the text of pending motions, and showing results of votes.
- 10.8.4.3 The designated platform must require members participating in the electronic meeting to log in and display their full names to satisfy the process of verification of membership and identity.

### **10.8.5 Electronic Meetings: Voting**

- 10.8.5.1 A vote conducted through the designated platform shall be deemed a show-of-hands vote.
- 10.8.5.2 Voting on the designated platform can only occur for motions pertaining to the business of the House.
- 10.8.5.3 Election voting must be set up through provincial OSSTF in the password-protected voting centre on the provincial website, or a similar anonymous voting platform.

### **10.8.6 Electronic Meetings: Platform Features**

- 10.8.6.1 The public chat function must be turned off. The private chat function can be turned on if it is being used as a mechanism for members to be recognized in debate.
- 10.8.6.2 The voting or polling system can be used as long as it displays the results of a vote.
- 10.8.6.3 The use of video display should be used to present motions and/or documents to the membership.
- 10.8.6.4 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

### **10.8.7 Electronic Meetings: Rules**

- 10.8.7.1 Under no circumstances shall any part of the electronic meeting be recorded.
- 10.8.7.2 The meeting link shall open at least 15 minutes prior to the start of the meeting.
- 10.8.7.3 Members shall login, identify themselves, and maintain internet and audio connection throughout the meeting when present, but shall sign out upon any departure prior to adjournment.
- 10.8.7.4 The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 10.8.7.5 Members seeking recognition of the floor shall notify the chair by using the “raise hand” or similar feature. For larger online meetings, someone will be assigned to assist the chair by creating a spotter’s list.



10.8.7.6 Motions and other documents shall be displayed to the membership until they are disposed of.

10.8.7.7 Votes shall be conducted via the platform designated for the electronic meeting. When ordered or required, other methods of voting can be used as per the Constitution.

#### **BYLAW 11: RELEASE TIME**

11.1 The District President shall have one (1) day per month of time release. (A.2016)

11.2 The District Secretary-Treasurer shall have a total of twenty (20) days of time release: one (1) day per month between September and June, and ten (10) days at the discretion of the District Secretary-Treasurer, to occur between September 1 and June 30. (A.2017)

11.3 Each Bargaining Unit may specify release time for Bargaining Unit Executive Members in the Bargaining Unit Constitution.

11.4 Release time shall be used in the federation year in which it was allocated. (A.2022)

#### **BYLAW 12: FINANCE**

12.1 The annual District Budget will be drafted by the Secretary-Treasurer, in consultation with the Finance Committee. The draft budget will be presented to District Council for approval at the June meeting. (A.2021)

12.2 District Council has control of all District funds, as determined by the District budget, as well as the District Reserve Fund. (A.2019)

12.2.1 Any use of funds beyond the limits established in the budget is subject to the prior approval of the District President and must be reported at the earliest District Council meeting thereafter, where it must be decided if the over-expenditure will be covered by the year's surplus (if applicable), the reserve fund, or by revising the budget. (A.2019)

12.2.2 Bargaining Unit Executives have control of their respective Bargaining Unit funds as determined by the District budget, as well as any accumulated reserves. (A.2019)

12.3 Two signatures are required on all cheques, bank accounts, and trust company accounts. (A.2019)

12.3.1 Annually, at the June meeting, District Council shall appoint, in a non-weighted vote, three (3) members of the District Executive to be the signing authorities for the following year, in addition to the District Secretary-Treasurer. (A.2019)

12.4 All payments to members for expenses incurred in the performance of their OSSTF duties must be by signed authorization of their Bargaining Unit President, with the exception of the Bargaining Unit President, whose expenses incurred in the performance of their duties must be by signed authorization of another duly-elected member of the Bargaining Unit Executive. (A.2019)

12.4.1 District President expenses incurred in the performance of their duties must be by signed authorization of another duly-elected or appointed member of District Executive. (A.2021)

12.5 Original documents are required for all disbursements, except where a per diem meal allowance is prepaid. (A.2016)

12.6 All expense vouchers for the school year ending June 30 must be submitted to the District Office before September 30 of the same calendar year. (A.2016)

12.7 Mileage will be paid at the provincial rate for duly-authorized travel from a member's workplace, or home, to the activity, and then back home. (A.2009)

12.8 A District Reserve Fund shall be established for:

12.8.1 purchasing unbudgeted items that cost in excess of \$200. Such items will remain the property of OSSTF District 7 (Bluewater). Such purchases must be approved by District Council in a weighted vote. (A.2019)

12.8.2 financially assisting members from OSSTF District 7 (Bluewater) running for Provincial Executive of OSSTF, up to a maximum of \$5000.00 per member per campaign, or for OTF up to a maximum of \$3000.00 per member per campaign. Such candidates must be approved by District Council in a weighted vote. (A.2013)

- 12.8.3 financially assisting other groups in times of need with a limit of \$500.00 per donation. Such financial assistance must be approved by District Council in a weighted vote.
- 12.8.4 covering fiscal year-end deficits and budgetary over-expenditures.
- 12.9 Dependent Care (A.2021)
  - 12.9.1 If a member of District Council attends an OSSTF meeting or workshop after school or on the weekend and incurs childcare costs in order to attend the meeting or workshop, the rate of remuneration shall be the rate allowance according to Provincial OSSTF for childcare, payable by the District. (A.2021)

**BYLAW 13: AMENDMENTS TO THE BYLAWS**

- 13.1 Amendments to the bylaws may be made by District Council by
  - 13.1.1 a majority weighted vote of Members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the District Constitution Officer and each Bargaining Unit President at least sixty (60) days prior to the meeting; (A.2021)
  - 13.1.2 a 2/3 weighted vote of Members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the District Constitution Officer and each Bargaining Unit President at least thirty (30) days prior to the meeting; and (A.2021)
  - 13.1.3 a 9/10 weighted vote of Members qualified to vote, present and voting, if less than thirty (30) days' notice is given in writing to the District Constitution Officer and each Bargaining Unit President. (A.2021)

**BYLAW 14: PROCEDURES AND POLICIES (A.2021)**

- 14.1 The District may approve procedures for the purpose of setting out the District's official process for completing a specific task. (A.2021)
- 14.2 The District may approve internal policies for the purpose of setting out the District's beliefs, positions, values, or behavioural goals when it is considered to be in the interest of the members of the District to do so. (A.2021)
- 14.3 The District may approve external policies for the purpose of setting out publicly the District's official view and stance on any issue whose resolution is beyond the internal legislative power of District 7 when it is considered to be in the interest of the members of the District to do so. (A.2021)
- 14.4 New procedures or policies may be established and existing procedures or policies may be amended at District Council meetings by (A.2021)
  - 14.4.1 a 2/3 weighted vote of the Members qualified to vote, present and voting, provided that notice is given in writing to the District Constitution Officer and each Bargaining Unit President at least sixty (60) days prior to the meeting; (A.2021)
  - 14.4.2 a 3/4 weighted vote of the Members qualified to vote, present and voting, provided that notice is given in writing to the District Constitution Officer and each Bargaining Unit President at least sixty (30) days prior to the meeting; and (A.2021)
  - 14.4.3 a 9/10 weighted vote of Members qualified to vote, present and voting, if less than thirty (30) days' notice is given in writing to the District Constitution Officer and each Bargaining Unit President. (A.2021)
- 14.5 Procedures shall have the date of passage attached, and the date of amendment if applicable. (A.2016)
- 14.6 Policy statements shall have the date of passage, amendment, or renewal attached, as applicable. (A.2016)
- 14.7 Policy statements must be renewed every ten (10) years or they shall lapse. (A.2016)

**BYLAW 15: ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

- 15.1 The District shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.
- 15.2 The Anti-Harassment and Anti-Bullying Policy and Procedure and any amendments to it shall be approved by the District Council, according to Bylaw 14. (A.2008)

## **BYLAW 16: STATUTORY LEAVE / SICK LEAVE (A.2018)**

- 16.1 Statutory Leave shall be defined as per the Employment Standards Act.
- 16.2 Statutory leaves / sick leaves are subject to the term of office, and shall not supersede re-election to office.
- 16.3 A statutory leave / sick leave does not constitute a permanent vacancy. A position on District Council that is vacant as a result of a statutory leave shall be filled temporarily, as per the process in Bylaw 9.
- 16.4 A vacancy due to a statutory leave / sick leave shall be deemed temporary, and the District Council member shall return to their position held prior to the leave upon their return.
- 16.5 Should any member of District Council require a statutory/sick leave. or be temporarily appointed to fulfill an acting position as a the result of a statutory/sick leave, District Council shall appoint an acting replacement from amongst the members of District Council for the duration of the leave, subject to the term of office. (A.2019)

## **SECTION 3: PROCEDURES**

### **PROCEDURE 1: BARGAINING UNIT NUMBERS (January 14, 2010)**

- 1.1 For the purposes of determining Bargaining Unit FTE (full-time equivalency), District 7 Bargaining Unit numbers shall be based on the AMPA numbers, as determined by Provincial Office of OSSTF. (A.2021)

### **PROCEDURE 2: POLITICAL SUPPORT (January 14, 2010)**

- 2.1 Non-financial support for delegates or alternates to Political Conventions shall be approved for Bargaining Unit Members who meet the following conditions: (A.2017)
  - 2.1.1 There is no known violation of OSSTF policy;
  - 2.1.2 The Bargaining Unit Member must register and work with the OSSTF caucus at the convention; and
  - 2.1.3 The Bargaining Unit Member must be in communication with the District President before going as a delegate.

### **PROCEDURE 3: AMPA DELEGATES & ALTERNATES (January 14, 2010)**

- 3.1 AMPA delegates shall be selected by each Bargaining Unit in accordance with the Bargaining Unit constitution.
- 3.2 The AMPA Alternate positions shall be given one to each of the largest bargaining units, based on FTE, beginning with the largest, and moving in descending order until all of the Alternate positions have been allocated. (A.2016)
- 3.3 Should a Bargaining Unit relinquish a position, that position shall be offered to the Bargaining Units that do not have an Alternate, beginning with the largest, and moving in descending order, and then, if necessary, moving through the order again from largest to smallest. This process will occur at or before the November / December meeting of District Council. (A.2016)

### **PROCEDURE 4: FINANCE (January 14, 2010)**

- 4.1 Authorized expenses will be reimbursed within the allowable limits set out under the Allowable Expenditures Guidelines in the Financial Handbook, including child care / dependent care. (A.2018)
- 4.2 For members who are representing the District or a Bargaining Unit and who require accommodations, District 7 will issue payment in advance for the accommodations, payable to the provider or the member, when sufficient prior notice has been given. (A.2011)
- 4.3 Cheques for charitable donations from District 7 are to be written using District 7 cheques. (A.2014)
- 4.4 The District President can authorize the use by the Office Manager of a signature stamp in order to expedite the co-signing of District cheques. A signature stamp can be used to co-sign cheques for less

than \$250. Use of a signature stamp to co-sign cheques for \$250 or more requires prior consultation with the District President. (A.2010)

4.5 For AMPA:

4.5.1 District 7 will pay for all AMPA Alternate costs, as per the AMPA guidelines.

4.5.2 Delegates or alternates who choose not to attend the President's Dinner shall receive the provincial meal allowance for dinner. (A.2014)

4.5.3 District 7 will pay for tickets to the laid-on meal for all delegates, alternates, and up to one guest per delegate or alternate, when available. (A.2010)

4.5.4 Members of District 7 who attend AMPA in a provincial capacity shall be treated as members of the District 7 AMPA delegation, and shall be afforded the same rights and privileges as District delegates and alternates, including, but not limited to, release time on the Friday immediately preceding AMPA, and tickets for the President's Dinner for said member and a guest, if not already provided by provincial office. (A.2016)

4.5.5 AMPA Release Time

4.5.5.1 District 7 will pay for a half-day of release time for all District 7 AMPA delegates and alternates for the Friday afternoon immediately preceding AMPA, unless provincial office provides a half-day of release time for delegates on this day, in which case District 7 will provide the half-day of release to alternates only. (A.2017)

4.5.5.2 The half-day of AMPA release time for alternates, and delegates if necessary, will be charged to the District 7 AMPA budget line. (A.2017)

4.5.5.3 The OPT Bargaining Unit President will apply to provincial office to approve any release time required for the Monday of AMPA for any 12-month employees. Provincial office is responsible for serving notice to the Board for this release time.

4.5.6 Notwithstanding Bylaw 12.5, District 7 will issue payment no later than two (2) weeks in advance of AMPA to all delegates and alternates for meal allowances and accommodations as per Provincial Expense Guidelines. Funds will be withheld for any meals laid on by either Provincial Office or District 7. (A.2013)

4.5.7 If delegates or alternates do not fulfill their duties, excepting any unforeseen circumstances deemed acceptable by the District President or, upon appeal, by the District Council, the delegate/alternate will be billed for the pre-paid ineligible expenses and be ineligible to be appointed or elected to any Federation position until all billed funds have been paid. (A.2008)

**PROCEDURE 5: PROVINCIAL ACCOUNT #2010 MANAGEMENT** (June 14, 2007)

5.1 The District Secretary-Treasurer shall assist with the completion of Account #2010 Claim Forms, without regard to individual Bargaining Unit entitlements, until the total of District 7's Account #2010 entitlement is claimed. (A.2011)

5.2 Any monies so claimed will be allocated to the appropriate Bargaining Units, up to the Account #2010 limits established in the District budget.

5.3 If District 7's Account #2010 entitlement is not totally claimed by June 1, Bargaining Units who claimed in excess of the limits established in the District budget shall be entitled to all funds claimed.

5.4 If District 7's Account #2010 entitlement is totally claimed by June 1, and if at least one Bargaining Unit has not claimed the total of their entitlement, monies unclaimed by one or more Bargaining Units will be allocated to the Bargaining Unit(s) that claimed in excess of their entitlement(s) pro-rated in the same ratio as the original entitlements were calculated, up to the amount claimed in excess of their entitlement.

**PROCEDURE 6: GIFTS** (June 11, 2008)

6.1 Where the District President deems it appropriate to provide a gesture of support from the District following the death of an individual, the following procedure will be followed:

10.1.1 A card of condolences will be sent from the District.

- 10.1.2 The District President will determine what charitable organizations have been recommended by the family or friends of the deceased. (A.2019)
- 10.1.3 A \$50 donation will be made to a charity. (A.2019)

**PROCEDURE 7: HARASSMENT & BULLYING RESOLUTION & COMPLAINTS** (June 11, 2008)

- 7.1 A member who believes they have been the target of harassment or discrimination at an OSSTF District 7-sponsored event or meeting is encouraged to take immediate action to ensure this behaviour is stopped. (A.2018)
  - 7.1.1 As a first step, the member should make it clear to the perpetrator that they find 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. (A.2018)
  - 7.1.2 If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, they should speak with one of the designated anti-harassment officers (the 1st and 2nd Vice-Presidents of District 7) and ask them to act. (A.2018)
  - 7.1.3 The anti-harassment officer will investigate the complaint thoroughly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally.
  - 7.1.4 The investigation shall be handled confidentially; however, all complaints will be reported by the anti-harassment officer to the District President. 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 District President for action and it shall be the joint responsibility of the District President and the Field Secretary assigned to OSSTF District 7 to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.
  - 7.1.5 The parties involved will receive a written report stating the findings and any action taken.
  - 7.1.6 Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from OSSTF District 7 events or meetings.
  - 7.1.7 Decisions may be reviewed by District Council in Executive session on the request of a member.
  - 7.1.8 The District President shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.
  - 7.1.9 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. (A.2012)

**PROCEDURE 8: HARASSMENT & BULLYING COMPLAINT APPEALS** (June 11, 2008)

- 8.1 Members of OSSTF District 7 affected by a decision resulting from a complaint under the District's Harassment and Bullying Resolution and Complaint Procedure may appeal this decision using the following procedure:
  - 8.1.1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the District President for an Appeal Hearing.
  - 8.1.2 Within thirty (30) calendar days of receiving the request, the District President shall convene a meeting of the District Council to consider the appeal in Executive session.
  - 8.1.3 The District Council shall review the complaint, the investigation process and findings, and the decision.
  - 8.1.4 Following the review, the District Council, in a non-weighted vote excluding the District President and 1st and 2nd Vice-Presidents, shall either confirm or modify the decision, consistent with the District's Anti-Harassment and Anti-Bullying Policy (Policy 2). (A.2012)
  - 8.1.5 Within five (5) days after District Council's decision, the District President shall communicate the decision to the Appellant in writing.
  - 8.1.6 District Council's decision shall be considered final and not subject to any appeal. (A.2008)

## **SECTION 4: POLICIES**

### **POLICY 1: GENDER EQUALITY**

- 1.1 It is the Policy of District 7 that OSSTF District 7 does not endorse participation in any courses or seminars which limit attendance to one sex only. (Renewed June 16, 2016)
- 1.2 District 7 shall use only non-gendered language throughout the Constitution, including the Articles, Bylaws, Procedures, and Policies. (Established June 15, 2022)

### **POLICY 2: ANTI-HARASSMENT POLICY**

- 2.1 A member of OSSTF District 7 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 well-being, 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 District 7, 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 behaviour against another member. We cannot condone these behaviours when we witness them. As OSSTF District 7 members, we must speak out against this conduct, and stand together to protect human rights. We must take action. OSSTF District 7 is committed to strengthening member solidarity, and, in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all OSSTF District 7 sponsored 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 the OSSTF District 7 Harassment and Bullying Resolution and Complaint Procedure, as approved by District Council. (Renewed June 16, 2016)

### **POLICY 3: POLITICAL MEMBERSHIP**

- 3.1 Members of OSSTF District 7 will be encouraged to attend nomination meetings as members of political parties, and to vote for candidates who reflect the educational policies of OSSTF. (Established June 15, 2022)

### **POLICY 4: ENVIRONMENTAL CONSCIENTIOUSNESS**

- 4.1 District 7 will take as many measures as practically possible to become a more environmentally-conscious union, such as integrating or employing the recommendations listed in OSSTF's publication "Small Steps to a Greener Union. (Established June 15, 2022)