

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(OSSTF)**

**DISTRICT #7 BLUEWATER**

**TEACHERS' BARGAINING UNIT  
(TBU)**

**CONSTITUTION**

**Amended May 6, 2019**

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## **PART 1: DEFINITIONS**

- Definition 1** "ARTICLES" shall mean major descriptive sections of the Teachers' Bargaining Unit Constitution (e.g. Article 5 - Branch Organization).
- Definition 2** "BYLAWS" shall mean the standing rules governing the operation and membership of the Teachers' Bargaining Unit of District 7.
- Definition 3** "CONSTITUTION" shall mean the basic organization of the Teachers' Bargaining Unit of District 7.
- Definition 4** "BARGAINING UNIT MEMBERS" shall mean those members covered by the Education Act.
- Definition 5** "POLICY" shall mean a stand or position taken by the membership of the Teachers' Bargaining Unit of District 7 in accordance with its bylaws on matters where the resolution is beyond the internal legislative power of the Teachers' Bargaining Unit of District 7.
- Definition 6** "BARGAINING UNIT" shall mean those members covered by the Education Act employed by the Bluewater District School Board (DSB#7).
- Definition 7** "BRANCH" shall mean a workplace (school).
- Definition 8** "TEACHER" shall mean a member as defined in Article 2.

## **PART 2: ARTICLES**

### **Article 1 NAME**

- 1.1 The name of the Bargaining Unit shall be the Teachers' Bargaining Unit (TBU).

### **Article 2 MEMBERSHIP**

- 2.1 A member must be an active, statutory member of the Ontario Secondary School Teachers' Federation in the employ of the Bluewater District School Board (DSB#7) or a statutory member in the employ of the Ontario Secondary School Teachers' Federation or a properly elected statutory member by a Branch of this District and subject to the Collective Agreement of the secondary school Teachers' Bargaining Unit.

### **Article 3 TEACHERS' BARGAINING UNIT ORGANIZATION**

#### **3.1 Executive**

- 3.1.1 There shall be an Executive consisting of the following voting members:
- 3.1.1.1 President;
- 3.1.1.2 Vice-President; (A. 2006)
- 3.1.1.3 Chief Negotiator;
- 3.1.1.4 Branch Presidents or Representatives;
- 3.1.1.5 two (2) District Council Representatives; (A. 2018)
- 3.1.2 Executive members shall be elected at the Annual General Meeting of the TBU with the exception of the Branch Presidents or Representatives. (A. 2013)
- 3.1.3 The Educational Services Officer shall be appointed by the Executive and shall be a non-voting member. The appointment shall be made by the TBU Executive at the June meeting of the Executive from applications to the President solicited from the membership at large. (A. 2008)
- 3.1.4 The Political Action Officer shall be appointed by the Executive and shall be a non-voting member. The appointment shall be made by the TBU Executive at the June meeting of the Executive from applications to the President solicited from the membership at large. (A. 2013)
- 3.1.5 The Human Rights/Status of Women Officer shall be appointed by the Executive and shall be a non-voting member. The appointment shall be made by the TBU Executive at the June meeting of the Executive from applications to the President solicited from the membership at large. (A. 2013)
- 3.1.6 Branch Presidents shall be elected by their Branch members. If a Branch President ceases to work at the Branch where they were elected, the Branch shall hold an election for a new Branch President for the remainder of the original Branch President's term. (A. 2014)

- 3.1.7 The term of office for all positions under this constitution shall commence July 1 and end June 30, unless otherwise noted. (A. 2019)
- 3.1.8 Vacancies during an elected term of office shall be filled by a Member appointed by the TBU Executive.
- 3.1.9 Vacancies of a Branch President will be filled by the Branch.
- 3.1.10 Each Member of the TBU Executive shall have one (1) vote.
- 3.1.11 The TBU President may not hold any additional position of responsibility in the TBU organization.
- 3.1.12 The Executive of the TBU has the power to represent and act for the members of TBU of the OSSTF.
- 3.2 Standing Committees**
- 3.2.1 There shall be the following TBU Standing Committees:
- 3.2.1.1 Constitutional Review Committee;
- 3.2.1.2 Grievance Committee;
- 3.2.1.3 Appeals Committee;
- 3.2.1.4 Collective Bargaining Committee;
- 3.2.1.5 District Secondary Staffing and Labour Relations Committee. (A. 2010)
- 3.2.2 Standing Committees shall be made up of members appointed as follows:
- 3.2.2.1 Constitutional Review Committee:**
- 3.2.2.1.1 the Vice-President as Chairperson; (A. 2019)
- 3.2.2.1.2 the President; (A. 2019)
- 3.2.2.1.3 the Chief Negotiator. (A.2008)
- 3.2.2.1.4 the two (2) District Council Representatives; (A. 2018)
- 3.2.2.1.5 the fourth member of the District Secondary Staffing and Labour Relations Committee, if not already a District Councillor. (A. 2018)
- 3.2.2.2 Grievance Committee:**
- 3.2.2.2.1 Chief Negotiator as Chairperson; (A. 2006)
- 3.2.2.2.2 President;
- 3.2.2.2.3 two (2) District Council Representatives; (A. 2018)
- 3.2.2.2.4 the fourth member of the District Secondary Staffing and Labour Relations Committee, if not already a District Councillor. (A. 2017)
- 3.2.2.3 Appeals Committee:**
- 3.2.2.3.1 the Vice-President as Chairperson; (A. 2006)
- 3.2.2.3.2 Branch Presidents.
- 3.2.2.4 Collective Bargaining Committee**
- 3.2.2.4.1 TBU Negotiating Team;
- 3.2.2.4.1 Vice-President; (A. 2006)
- 3.2.2.4.2 One (1) member from each Branch to be chosen by members of that Branch;
- 3.2.2.5 Negotiating Team (“Table Team”)**
- 3.2.2.5.1 Chief Negotiator;
- 3.2.2.5.2 TBU President;
- 3.2.2.5.3 Statistician (recommended by the Chief Negotiator and appointed by the Executive);
- 3.2.2.5.4 A minimum of two (2) additional members (recommended by the Chief Negotiator and appointed by the Executive). Their term of office shall last until the bargaining process is complete. (A.2019)
- 3.2.2.5.5 When placed in Provincial Resumption of Negotiations, there shall be a TBU **Provincial Resumption of Negotiations Team** consisting of the following voting members: (A.2019)
- 3.2.2.5.5.1 Chief Negotiator;
- 3.2.2.5.5.2 TBU President;
- 3.2.2.5.5.3 One additional member of the Negotiating Team, as recommended by the Chief Negotiator and appointed by the Executive).
- 3.2.2.5.5.4 The remaining members of the Negotiating Team shall serve as non-voting members of the Provincial Resumption of Negotiations Team.
- 3.2.2.6 District Secondary Staffing and Labour Relations Committee (A. 2009)**
- 3.2.2.6.1 President;
- 3.2.2.6.2 Vice-President; (A. 2006)
- 3.2.2.6.3 Chief Negotiator;
- 3.2.2.6.4 One other member appointed by the Executive. The appointment shall be made by the TBU Executive at the June meeting of the Executive from applications to the President solicited from the Executive. (A. 2019)

- 3.2.3 Vacancies during a term of office shall be filled by temporary appointment by the TBU Executive.
- 3.2.4 In the event that a member of a TBU Standing Committee is involved in a conflict of interest, the member shall be excused from the Committee and an alternate from the same Branch shall become the representative until such time as the conflict is resolved.
- 3.2.5 TBU Representatives of Ad Hoc Committees or Board Committees will be appointed by the TBU Executive. (A. 2007)

**Article 4 TEACHERS' BARGAINING UNIT MEETINGS**

- 4.1 There shall be a TBU spring meeting held annually called the "Annual General Meeting."
- 4.2 The venue for the Annual General Meeting will be chosen to facilitate participation by the maximum number of TBU Members. In choosing the venue, the Executive will take into consideration geographic location, appropriate space, amenities and any objection from a bargaining unit member or group of members concerning a particular venue.
- 4.3 There shall be TBU meetings at such other times as may be determined by the TBU Executive, or at the written request of fifty (50) or more Members representing at least four (4) different schools. (A. 2012)
- 4.4 The TBU Executive shall meet at least nine (9) times per year during the school year, weather permitting, or at the call of the President, or on the written request of five (5) members of the TBU Executive. (A. 2019)
- 4.5 The President may call and arrange meetings with any or all of the Chief Negotiator, Vice-President, or District Councillors under circumstances that must be reported by the President at the next TBU Executive meeting. (A. 2012)
- 4.6 **Quorum** for meetings shall be established as follows:
  - 4.6.1 at Executive meetings – 50% of the membership;
  - 4.6.2 at TBU membership meetings – members present and voting. (A. 2017)
  - 4.6.3 at Standing Committee meetings – members present and voting provided that a meeting notice of five (5) school days was given.
- 4.7 An affirmative vote by a majority of those present, eligible to vote and voting, will constitute acceptance of any motion excepting amendments to the Constitution, Bylaws and levy.
- 4.8 The conduct of all meetings shall be in accordance with guidelines set down by the OSSTF Provincial Handbook or by authority of Robert's Rules of Order.
- 4.9 **TBU Executive Meetings by Teleconference** (A.2019)
  - 4.9.1 Between regularly scheduled meetings of the TBU Executive, when a need arises for a formal decision of the TBU Executive, a teleconference meeting may be held at the call of the President.
  - 4.9.2 Notice of the teleconference meeting will be made at least forty-eight (48) hours prior to the teleconference.
  - 4.9.3 The meeting shall only be held outside of normal working hours.
  - 4.9.4 The normal quorum for a meeting of the TBU Executive shall apply.
  - 4.9.5 The TBU President shall chair the meeting.
  - 4.9.6 Minutes of the meeting will be created.

**Article 5 BRANCH ORGANIZATION**

- 5.1 Each school in District 7 shall constitute a Branch.
- 5.2 There shall be a Branch Executive in each school consisting of the following representatives:
  - 5.2.1 Branch President;
  - 5.2.2 CBC representative;
  - 5.2.3 Health and Safety Officer;
  - 5.2.4 Other representatives as the Branch may deem necessary. (A. 2007)
- 5.3 There shall be the following Branch Committees:
  - 5.3.1 An In-School Staffing Review Committee. (A. 2009)

**Article 6 AMENDMENTS TO THE ARTICLES**

- 6.1 Amendments to the Articles may be made at general meetings of the membership of the TBU by: (A. 2012)
  - 6.1.1 a two-thirds vote of the members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the Vice-President at least thirty (30) days prior to the meeting;
  - 6.1.2 a three-quarters vote of the members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the Vice-President at least ten (10) days prior to the meeting; or

- 6.1.3 a nine-tenths vote of the members qualified to vote, present and voting, provided that previous notice as in (i) or (ii) has not been given.

**Article 7 REPUGNANCY**

- 7.1 Any part of this present Constitution or amendment thereto which is repugnant to the Provincial Constitution of the OSSTF is hereby declared null and void.
- 7.2 Any part of this present Constitution or amendment thereto which is repugnant to the District 7 Constitution is hereby declared null and void.

**PART 3: BYLAWS**

**Bylaw 1 DUTIES OF TEACHERS' BARGAINING UNIT MEMBERSHIP**

- 1.1 It shall be the duty of TBU Members to:
- 1.1.1 elect at the Annual General Meeting members of the Executive as outlined in Article 3;
- 1.1.2 recommend to District Council, if desired, candidates for the Provincial Executive, the OTF Board of Governors, and the OTF Table Officer; (A. 2006)
- 1.1.3 determine the action to be taken in regard to reports received and to instruct the Executive and Committees thereof;
- 1.1.4 consider matters of general interest to education as they affect the OSSTF in the District and TBU;
- 1.1.5 adopt bylaws necessary for the transaction of TBU business not in contravention of any Article or Section of this Constitution and to file a copy of such bylaws with the General Secretary of the OSSTF;
- 1.1.6 ratify agreements between the TBU and The Bluewater District School Board (DSB#7);
- 1.1.7 establish, amend and rescind policy for the TBU;
- 1.1.8 authorize at the Annual General Meeting the changing of the levy amount in Bylaw 10.2; (A. 2014)

**Bylaw 2 ELECTIONS AND APPOINTMENTS**

- 2.1 Elections and Voting Procedures at General Meetings
- 2.1.1 All elections of TBU Officers shall be by secret ballot except in the cases of election by acclamation. The outcome of any election shall be based upon a simple majority.
- 2.1.2 In any election where after a particular ballot a further ballot may be necessary, the candidate receiving the lowest number of votes shall be dropped from succeeding ballots.
- 2.1.3 The candidates for the following positions shall be nominated in the following order from the membership at large and shall be elected by majority vote at the Annual General Meeting:
- 2.1.3.1 President;
- 2.1.3.2 Chief Negotiator;
- 2.1.3.3 Vice-President;
- 2.1.3.4 two (2) District Council Representatives. (A. 2018)
- 2.1.3.5 the TBU nominee for District Treasurer; (A. 2017)
- 2.1.4 Should a vote for any particular position be necessary, candidates, in an order to be determined by lot, will be allowed three (3) minutes for a speech before the vote.
- 2.1.5 Branch Presidents will act as Scrutineers in any election, except for those Branch Presidents running in any given election, in which case they shall be replaced, for the given election, by another member from their Branch. Each candidate in an election will be allowed to appoint one observer to the ballot count
- 2.1.6 For every vote, the Scrutineers will inform the Chair of the meeting of the winner, or winners, in the case of further balloting, but not of the actual vote count. The Chair will then announce the winner or winners to the meeting at the earliest possible convenience.
- 2.2 Nomination Procedures
- 2.2.1 Nominations for all positions identified in Bylaw 2.1.3, signed by two members, not including the nominee, must be in writing to the District Office Manager at least fourteen (14) days prior to the Annual General Meeting. All nominations so received will be distributed to all workplaces at least ten (10) days prior to the Annual General Meeting.
- 2.2.2 Members who have been nominated on-time, but are defeated in an election at the Annual General Meeting, will automatically be considered as on-time nominees for the subsequent election at the same meeting, unless they decline. (A. 2017)
- 2.2.3 The Chair of the Annual General Meeting will announce the nominees for any given position, along with the two (2) nominators, at the time of the election for that position. (A. 2017)

- 2.3 Statutory Leave / Sick Leave (A. 2018)
- 2.3.1 Statutory leave shall be defined as per the Employment Standards Act.
- 2.3.2 Statutory leaves / sick leaves are subject to the term of office, and shall not supersede re-election to office.
- 2.3.3 Statutory leave / sick leave does not constitute a permanent vacancy. A TBU Executive position that is vacant as a result of a statutory leave / sick leave shall be filled temporarily as per the process in Article 3.1.9.
- 2.3.4 A vacancy due to a statutory leave / sick leave shall be deemed temporary and the TBU Executive member shall return to their position held prior to the leave upon their return.

**Bylaw 3 DUTIES OF THE TEACHERS' BARGAINING UNIT EXECUTIVE**

- 3.1 It shall be the duty of the TBU Executive to:
  - 3.1.1 promote within the TBU the aims and objectives of the OSSTF;
  - 3.1.2 meet at the call of the President or at the written request of five (5) or more Members of the TBU Executive;
  - 3.1.3 carry out the instruction of the TBU membership, TBU Executive and District Council;
  - 3.1.4 deal with all matters brought before it which, in its opinion, require action before the next regular District Council meeting, or TBU general membership meeting or next regular TBU Executive meeting;
  - 3.1.5 keep the membership informed of its activities;
  - 3.1.6 empower the TBU Committees;
  - 3.1.7 inform the Provincial Executive of any alleged unprofessional conduct in the TBU;
  - 3.1.8 recommend to District Council delegates and/or alternate(s) to the Annual Meeting of the Provincial Assembly if elected delegates or alternate(s) are unable to attend;
  - 3.1.9 to inform the Provincial Executive of any matters adversely affecting the welfare of the TBU or one (1) or more of its members;
  - 3.1.10 approve, reject or modify by a formal vote at a TBU Executive meeting, an advertisement or press release which purports to represent the membership of the TBU to the public;
  - 3.1.11 recommend to the TBU membership the collection of such dues and levies as are necessary for the proper functioning of the TBU for the coming school year;
  - 3.1.12 recommend to the membership either the acceptance or rejection of ratification of the Collective Agreement between the OSSTF, TBU, and the Bluewater District School Board (DSB#7);
  - 3.1.13 nominate candidates for District Treasurer, District Health and Safety Officer, District Political Action Officer, District Educational Services Officer, and District Human Rights / Status of Women Officer, prior to the June meeting of District Council, at its discretion; (A.2019)
  - 3.1.14 present budget requests to the District Treasurer;
  - 3.1.15 establish the TBU budget at the first TBU Executive meeting in September for that fiscal year.

**Bylaw 4 DUTIES OF TEACHERS' BARGAINING UNIT EXECUTIVE MEMBERS**

**4.1 President**

- 4.1.1 It shall be the duty of the President to:
  - 4.1.1.1 call and arrange all Executive meetings and all general meetings;
  - 4.1.1.2 preside at all meetings of the Executive and TBU membership and to prepare the agenda for these meetings;
  - 4.1.1.3 act as Executive Representative on District Council and to maintain contact with all District Federation work;
  - 4.1.1.4 notify the Bluewater District School Board (DSB#7) in writing of the TBU's intention to negotiate an Agreement. Such notification is to be made within the month of January in the year which the Agreement expires;
  - 4.1.1.5 ensure that all motions passed by the Executive or the TBU are acted upon; (A. 2007)
  - 4.1.1.6 where necessary, convene the initial meetings of all Standing TBU Committees;
  - 4.1.1.7 attend the Annual Meeting of the Provincial Assembly as a voting member;
  - 4.1.1.8 effect liaison with other Teaching Federations;
  - 4.1.1.9 effect liaison between the TBU Executive and all District Officers and Chairpersons;
  - 4.1.1.10 compile a list of all members of the Executive, Branch Executives and Standing Committees for distribution;
  - 4.1.1.11 receive, answer and keep correspondence;
  - 4.1.1.12 keep all records;
  - 4.1.1.13 keep the Provincial Executive informed of Federation activities in the TBU;
  - 4.1.1.14 sign all Agreements ratified by the TBU Membership;

- 4.1.1.15 send out notice of all called meetings;
- 4.1.1.16 prepare a written report for the Annual General Meeting;
- 4.1.1.17 provide fair representation for members in professional difficulty, and for members in conflict with other members; (A. 2009)
- 4.1.1.18 act as the representative of the District 7 TBU on any management board established to operate an Employee Assistance Program in co-operation with the Bluewater District School Board; (A. 2011)
- 4.1.1.19 attend provincial council; (A. 2012)
- 4.1.1.20 assist members, if requested, with long-term disability matters; (A. 2018)
- 4.1.1.21 maintain a database of information about the members of the TBU and verify the information about individual members contained therein with a personalized statement annually. (A. 2018)

## **4.2 Vice-President**

- 4.2.1 It shall be the duty of the Vice-President to:
  - 4.2.1.1 perform the duties of the President in the President's absence or at the President's request;
  - 4.2.1.2 act as the Bargaining Unit Communications Officer; (A.2019)
  - 4.2.1.3 act as the Bargaining Unit Constitution Officer (A. 2015).
  - 4.2.1.4 act as the Bargaining Unit Treasurer; (A.2019)
  - 4.2.1.5 organize a Branch President's workshop, when requested by the TBU Executive; (A. 2010)
  - 4.2.1.6 ensure that each Branch is aware of the date when all resolutions for the Annual General Meeting are due;
  - 4.2.1.7 record and submit copies of all resolutions to each Branch at least ten (10) days prior to the Annual General Meeting; (A. 2011)
  - 4.2.1.8 receive and compile all resolutions from Branches and to send these to the TBU Executive prior to the Annual General Meeting;
  - 4.2.1.9 organize the Annual General Meeting;
  - 4.2.1.10 prepare a written report for the Annual General Meeting.
  - 4.2.1.11 notify all Members of the TBU concerning a coming election, and to advise all Members of the proper procedures for running for election, at least one month in advance of the election; (A. 2006)
  - 4.2.1.12 record all minutes of TBU Executive meetings, and post the minutes, once approved, on the District web site; (A. 2009)
  - 4.2.1.13 record all minutes of meetings of the TBU membership for distribution at the next meeting of the TBU membership, and post the minutes, once approved, on the District web site; (A. 2009)
  - 4.2.1.14 be responsible for the maintenance of the TBU pages on the District web site; (A. 2009)
  - 4.2.1.15 provide members with benefit information. (A. 2014)

## **4.3 Chief Negotiator**

- 4.3.1 It shall be the duty of the Chief Negotiator to:
  - 4.3.1.1 act as the primary representative of the TBU in all matters related to negotiations;
  - 4.3.1.2 survey the TBU membership to determine bargaining priorities (A.2019)
  - 4.3.1.3 collate the results of the bargaining priorities survey (A.2019)
  - 4.3.1.4 prepare the negotiating brief (A.2019)
  - 4.3.1.5 develop bargaining strategies (A.2019)
  - 4.3.1.6 act as the primary spokesperson for the TBU during negotiation sessions;
  - 4.3.1.7 recommend to the TBU Executive a request for Provincial Federation Resumption of Bargaining in negotiations with the Bluewater District School Board (DSB#7);
  - 4.3.1.8 sign the Agreement ratified by the TBU membership with the Bluewater District School Board (DSB#7);
  - 4.3.1.9 review the collective agreement after a ratification vote to identify errors and omissions (A.2019)
  - 4.3.1.10 inform the Collective Bargaining Committee of terms of settlement;
  - 4.3.1.11 effect liaison between the District, the TBU Executive, the Negotiating Team and the Collective Bargaining Committee;
  - 4.3.1.12 report to the above bodies on matters of mutual concern arising out the collective bargaining process;
  - 4.3.1.13 collect and compile such statistics as class size and other data relevant to collective bargaining and membership protection for each school year on or before the November meeting of the TBU Executive for that year; (A. 2009)
  - 4.3.1.14 attend the Provincial Collective Bargaining Committee Regional meetings;
  - 4.3.1.15 act as chairperson for the District Secondary Staffing and Labour Relations Committee; (A. 2009)
  - 4.3.1.16 act as an ex-officio member of each In School Staffing Review Committee;
  - 4.3.1.17 act as TBU Grievance Officer by:
    - 4.3.1.17.1 chairing the Grievance Committee;



- 4.3.1.17.2 reporting to the Contract Maintenance Sub-Committee of the Collective Bargaining Committee OSSTF Provincial body, as required;
- 4.3.1.17.3 maintaining a record of, and documenting grievances emanating from individual(s) or policy implementation and to recommend to the Grievance Committee their disposition;
- 4.3.1.17.4 reporting to the TBU Executive on a regular basis and to the membership at least annually;
- 4.3.1.17.5 maintaining communications with the Occasional TBU concerning grievances within that Bargaining Unit;
- 4.3.1.17.6 launching grievances in consultation with the Grievance Committee; (A. 2006)
- 4.3.1.18 act as TBU Health & Safety Officer by: (A. 2009)
- 4.3.1.18.1 attending meetings of the Board's Health and Safety Committee as the TBU representative; (A. 2010)
- 4.3.1.18.2 providing Health and Safety information and recommendations to the TBU Executive;
- 4.3.1.18.3 carrying out investigations and research as directed by the TBU Executive;
- 4.3.1.18.4 receiving all Health and Safety complaints from members, and the minutes of all Joint Health and Safety Committee meetings from Branch Health and Safety Officers; (A. 2010)
- 4.3.1.18.5 providing assistance to members during "refusal to work" situations;
- 4.3.1.18.6 carrying out inspections of work sites as part of the Bluewater District School Board's Health and Safety Committee; (A. 2010)
- 4.3.1.19 assist members, if requested, on Workplace Safety and Insurance Board matters. (A. 2018)
- 4.3.1.20 prepare a written report for the Annual General Meeting;

**4.4 District Councillors**

- 4.4.1 It shall be the duty of the District Councillors to:
  - 4.4.1.1 attend meetings of the TBU Executive as a voting member; (A.2019)
  - 4.4.1.2 attend District Council as a voting member;
  - 4.4.1.3 serve on the Grievance Committee;
  - 4.4.1.4 serve on the Constitutional Review Committee;
  - 4.4.1.5 attend the Annual Meeting of the Provincial Assembly as a voting member. (A.2019)

**Bylaw 5 DUTIES OF TEACHERS' BARGAINING UNIT OFFICERS**

**5.1 Educational Services Officer**

- 5.1.1 It shall be the duty of the Educational Services Officer to:
  - 5.1.1.1 attend all TBU Executive meetings and provide a report;
  - 5.1.1.2 act as liaison with the District Educational Services Committee; (A.2019)
  - 5.1.1.3 attend all conferences of the provincial Educational Services Committee;
  - 5.1.1.4 prepare a written report for the Annual General Meeting. (A. 2008)

**5.2 Political Action Officer**

- 5.2.1 It shall be the duty of the Political Action Officer to:
  - 5.2.1.1 attend all TBU Executive meetings and provide a report;
  - 5.2.1.2 act as liaison with the District Political Action Committee;
  - 5.2.1.3 attend all conferences of the provincial Political Action Committee;
  - 5.2.1.4 prepare a written report for the Annual General Meeting; (A.2019)
  - 5.2.5 attend all meetings of the Grey-Bruce Labour Council. (A. 2013)

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

- 5.3.1 It shall be the duty of the Human Rights/Status of Women Officer to:
  - 5.3.1.1 attend all TBU Executive meetings and provide a report;
  - 5.3.1.2 act as liaison with the District Human Rights/Status of Women Committee;
  - 5.3.1.3 attend all conferences of the provincial Human Rights/Status of Women Committee; (A. 2013)
  - 5.3.1.4 prepare a written report for the Annual General Meeting. (A.2019)

**Bylaw 6 DUTIES OF THE CHAIRPERSONS OF TEACHERS' BARGAINING UNIT COMMITTEES**

- 6.1 It shall be the duty of the Chairpersons of Committees to:
  - 6.1.1 call meetings;
  - 6.1.2 govern the functioning of the Chairperson's Committee in accordance with the powers given by the TBU Executive; (A. 2007)
  - 6.1.3 make a report to the TBU Executive and membership and to attend meetings thereof as required; (A. 2007)
  - 6.1.4 submit a written report to each TBU Executive Meeting;
  - 6.1.5 keep the membership informed on matters affecting the welfare of the District;
  - 6.1.6 prepare and submit a budget to the District Treasurer when required;

- 6.1.7 submit to the District Treasurer all bills for expenses incurred by the Chairperson’s Committee; (A. 2007)
- 6.1.8 assist the CBC as requested;
- 6.1.9 obtain the approval of the TBU Executive for any presentation to any group outside of District 7 prior to its presentation to that group;
- 6.1.10 maintain records and minutes of the business transacted and decisions made by the Committee;
- 6.1.11 obtain the approval of the TBU Executive for any participation in outside group’ activities. (A. 2007)

**Bylaw 7**

**DUTIES OF TEACHERS’ BARGAINING UNIT COMMITTEES**

- 7.1 It shall be the duty of TBU Committees to:
  - 7.1.1 where necessary, elect a Chairperson at its inaugural meeting and to notify the TBU Executive thereof;
  - 7.1.2 not be in receipt of funds from or disperse funds to any individual or organization other than OSSTF without the approval of the TBU Executive. (A. 2007)
- 7.2 Constitutional Review Committee**
  - 7.2.1 It shall be the duty of the Constitutional Review Committee to:
    - 7.2.1.1 annually review the TBU Constitution;
    - 7.2.1.2 make recommendations for changes to the Constitution to the Executive.
- 7.3 Grievance Committee**
  - 7.3.1 It shall be the duty of the Grievance Committee to:
    - 7.3.1.1 record and present to the TBU Executive any contravention to the Collective Agreement between the OSSTF, TBU, and the Bluewater District School Board (DSB#7);
    - 7.3.1.2 process any concerns from members about violations to the Collective Agreement;
    - 7.3.1.3 make decisions regarding the disposition of concerns regarding potential grievances and the disposition of active grievances. Such decisions can be appealed to the Appeals Committee using Procedure III.
- 7.4 Appeals Committee**
  - 7.4.1 It shall be the duty of the Appeals Committee to:
    - 7.4.1.1 hear appeals regarding grievances using Procedure 3.
- 7.5 Collective Bargaining Committee**
  - 7.5.1 It shall be the duty of the Collective Bargaining Committee to:
    - 7.5.1.1 assist with the development of the bargaining priorities survey (A.2019)
    - 7.5.1.2 review the bargaining priorities survey before it goes to the TBU Executive for final approval (A.2019)
    - 7.5.1.3 review the brief prior to its presentation to the Executive; (A. 2014)
    - 7.5.1.4 review a tentative agreement prior to the ratification recommendation vote from the Executive. (A. 2014)
- 7.6 TBU Negotiating Team (“Table Team”)** (A.2019)
  - 7.6.1 It shall be the duty of the TBU Negotiating Team to:
    - 7.6.1.1 attend meetings of the TBU Collective Bargaining Committee
    - 7.6.1.2 review the results of the bargaining priorities survey
    - 7.6.1.3 provide input into the negotiating brief
    - 7.6.1.4 attend bargaining sessions
    - 7.6.1.5 assist the Chief Negotiator during bargaining
    - 7.6.1.6 assist the Chief Negotiator to develop bargaining strategies
    - 7.6.1.7 assist the Chief Negotiator to review the collective agreement after a ratification vote to identify errors and omissions
- 7.7 District Secondary Staffing and Labour Relations Committee** (A. 2009)
  - 7.7.1 It shall be the duty of the District Secondary Staffing and Labour Relations Committee to: (A. 2009)
    - 7.7.1.1 meet with School Board representatives as required by the current collective agreement;
    - 7.7.1.2 monitor and report to the TBU Executive on the staffing data;
    - 7.7.1.3 collect data from the In-School Staffing Review Committees and report to the executive;
    - 7.7.1.4 review the reports of the In-School Staffing Review Committees ;
    - 7.7.1.5 make recommendations to the Collective Bargaining Committee or the TBU Executive.
- 7.8 In-School Staffing Review Committees**
  - 7.8.1 It shall be the duty of the In-School Staffing Review Committee to:
    - 7.8.1.1 review the staffing of the school;
    - 7.8.1.2 report to the District Secondary Staffing and Labour Relations Committee. (A. 2009)

**Bylaw 8****DUTIES OF BRANCH ORGANIZATIONS**

8.1 Branches are encouraged to hold meetings in the school under their own initiative and to submit suggestions to the District Council or the TBU Executive.

**8.2 Branch President**

8.2.1 It shall be the duty of the Branch President to:

8.2.1.1 attend meetings of the TBU Executive;

8.2.1.2 communicate concerns of members of their Branch to the TBU Executive;

8.2.1.3 communicate official OSSTF information to Branch Members;

8.2.1.4 arrange for Federation assistance for Members in professional difficulty.

**8.3 Branch Health and Safety Officer**

8.3.1 It shall be the duty of the Branch Health and Safety Officer to:

8.3.1.1 forward copies of Branch Health and Safety Committee meeting minutes to the Chief Negotiator. (A.2009)

**8.4 Branch Collective Bargaining Committee Representative**

8.4.1 It shall be the duty of the Branch Collective Bargaining Committee Representative to:

8.4.1.1 attend meetings of the TBU Collective Bargaining Committee;

8.4.1.2 assist in the administration and supervision of in-school votes. (A. 2011)

**Bylaw 9****AMPA DELEGATE SELECTION PROCEDURE (A. 2010)**

9.1 The TBU President will be an AMPA delegate.

9.2 Should an AMPA alternate position become available through the District Council, the TBU Chief Negotiator will be an AMPA delegate. (A. 2012)

9.3 The TBU District Councillors will be AMPA delegates.

9.4 Should any of the above members not be able to attend AMPA, or should more AMPA positions become available, any necessary appointments shall be made by the TBU Executive from applications to the President solicited from the membership at large.

**Bylaw 10****RELEASE TIME AND LEVIES**

10.1 Release time will be allocated for the TBU Executive as follows:

10.1.1 Teacher President – 1 FTE leave;

10.1.2 Vice President – 10 days' leave; (A. 2018)

10.1.3 Chief Negotiator – 2/3 FTE leave. (A. 2011)

10.2 Levy will be collected at source at the rate of \$97.50 per year per FTE spread over the school year. (A. 2019)

10.3 A TBU Reserve Fund shall be established, and used for approved expenses only. Approved means by motion of the TBU at a general meeting, or by motion of the TBU Executive at an Executive meeting. (A. 2007)

10.4 The TBU President shall be paid an allowance equivalent to that paid to members holding positions of responsibility for groupings of more than nineteen (19) sections. (A. 2011)

**Bylaw 11****FINANCE (A. 2010)**

11.1 The TBU Executive has control of TBU funds (as determined by the District budget in June) through the TBU budget (as determined by the Executive in September). Any use of funds beyond the limits established in the budget is subject to the prior approval of the Bargaining Unit President, and must be reported at the earliest Executive 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.

11.2 A budget for donations will be established each year. All donation requests must be approved by majority vote of the TBU Executive. A sum not to exceed \$250.00 per donation may be approved. Where additional funding is desired, the membership will be solicited for support.

11.3 The TBU will not pay for alcohol at TBU functions.

11.4 A budget for professional development will be established each year. Professional development funds shall only be used for union training purposes and/or member outreach.

11.5 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)

- Bylaw 12**      **AMENDMENTS (A. 2014)**  
12.1      Bylaws, definitions, policies, and procedures may be established or amended at TBU General Meetings by:  
12.1.1      a majority vote of the members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the Vice-President at least thirty (30) days prior to the meeting;  
12.1.2      a two-thirds vote of the Members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing to the Vice-President at least ten (10) days prior to the meeting;  
or  
12.1.3      a three-quarters vote of the members qualified to vote, present and voting, provided that previous notice as in 12.1.1 and 12.1.2 above has not been given.

- Bylaw 13**      **IN-SCHOOL VOTES**  
13.1      All in-school votes, including strike votes and ratification votes but excluding pension and provincial votes, will be held according to the Voting Procedures defined in Procedure 1.2. (A. 2014)  
13.2      Pension and provincial votes will be conducted according to provincial direction. (A. 2014)

- Bylaw 14**      **ANTI-HARASSMENT AND ANTI-BULLYING POLICY (A. 2008)**  
14.1      The TBU shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.  
14.2      The Anti-Harassment and Anti-Bullying Policy and Procedure and any amendments to it shall be approved by the TBU according to Bylaw 12.

#### **PART 4: POLICIES**

- Policy 1**      **ANTI-HARASSMENT AND ANTI-BULLYING POLICY (A. 2008)**  
1.1      A member of the OSSTF District 7 TBU 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 the OSSTF District 7 TBU, 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 TBU members, we must speak out against this conduct, and stand together to protect human rights. We must take action. The OSSTF District 7 TBU 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 TBU 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 the OSSTF District 7 TBU Harassment and Bullying Resolution and Complaint Procedure, as approved by the TBU.

#### **PART 5: PROCEDURES**

- Procedure 1**      **RATIFICATION PROCEDURES FOR A COLLECTIVE AGREEMENT**  
1.1      After a tentative agreement/last-best offer is reached:  
1.1.1      the TBU Executive and the Collective Bargaining Committee will meet to review the tentative agreement; (A. 2011)  
1.1.2      the TBU Executive will vote on recommending the agreement to the membership;  
1.1.3      copies of the agreement will be available in each workplace for a minimum of two (2) days prior to a membership meeting;  
1.1.4      there will be one membership information meeting;  
1.1.5      any written information at a membership meeting shall be identified as to source;  
1.1.6      following the information meeting, the ratification vote will be conducted in each school.

- 1.2 Voting Procedures
- 1.2.1 Voting will be by secret ballot.
- 1.2.2 All District 7 TBU members in good standing are eligible to vote.
- 1.2.3 A voters' list, equivalent to the seniority list in effect at that time for each school, and ballots will be distributed to Branch Presidents at least four (4) days prior to the official voting date. Branch Presidents will notify the TBU President of any errors in the voters' list prior to any voting. The TBU President shall then notify the Branch President(s) affected, who will make changes to their voters' list(s).
- 1.2.4 A member's name must appear on a school's voters' list in order to be eligible to vote at that school.
- 1.2.5 There shall be one advance poll of not more than twenty (20) minutes in duration, at a time to be determined by the Branch President, or designate, at least one (1) day before the official voting day and not more than three (3) days before the official voting day.
- 1.2.6 Members wishing to vote at a school other than that with which they are associated on the voters' list shall notify the President. The President shall then notify the Branch Presidents affected, who will make the changes to their voters' lists.
- 1.2.7 Ballots must be cast by the members at the poll site. (No proxy voting).
- 1.2.8 The poll shall be open one-half hour before and one-half hour after the school day and any time during the school day as decided by the Branch.
- 1.2.9 Two scrutineers will be present during voting.
- 1.2.10 At the close of polls, the voters list shall be placed in the sealed ballot box.
- 1.2.11 All ballot boxes shall be taken to one location for vote counting.
- 1.2.11.1 Dinner will be provided and mileage will be paid for up to one representative from each school as well as the President, Vice-President, Chief Negotiator and District Councillors. (A. 2016)
- 1.3 Vote Counting and Reporting
- 1.3.1 Votes will be counted on a District basis (**not** by school).
- 1.3.2 Each Branch is entitled to a scrutineer.
- 1.3.3 The vote count will be verified.
- 1.3.4 The membership will receive the following information:
  - 1.3.4.1 total votes cast;
  - 1.3.4.2 number of votes yes;
  - 1.3.4.3 number of votes no;
  - 1.3.4.4 spoiled ballots.
- 1.3.5 The information released to the Board and the public will be decided by the President, Vice-President and Chief Negotiator. (A. 2014)
- 1.3.6 Notification will occur:
  - 1.3.6.1 to the members;
  - 1.3.6.2 to the Board after the members;
  - 1.3.6.3 to the public after the Board.

**Procedure 2 COVERAGE FOR MEMBERS ON FEDERATION LEAVE**

- 2.1 Coverage for a member on daily federation leave shall be an occasional teacher. If an occasional teacher is unavailable, the TBU member(s) assigned the duties of the member on Federation leave shall be compensated with the equivalent time release at a time agreed to by the assigned member(s). (A. 2016)

**Procedure 3 GRIEVANCE APPEAL PROCEDURE**

- 3.1 Members of the TBU affected by any decision of the Grievance Officer and/or the Grievance Committee may appeal the decision using the following procedure. The Grievance Officer shall not allow an appeal to stale date a grievance.
  - 3.1.1 Within five (5) school days of receiving written notification of the decision, the affected member (hereinafter called the Appellant) shall request in writing from the TBU President an Appeal Hearing;
  - 3.1.2 The Appeals Committee shall meet to hear the appeal at the next scheduled TBU Executive meeting;
  - 3.1.3 The TBU President shall notify the Appellant, the Grievance Committee members and the Appeals Committee members of the time and date of the Appeal Hearing.
  - 3.1.4 The Appellant may bring one other OSSTF member for support.
  - 3.1.5 The Appeal Hearing shall be conducted as follows:
    - 3.1.5.1 The Appeal Hearing will take place before the TBU Executive meeting is called to order;
    - 3.1.5.2 The Grievance Officer shall give reasons for the decision which is being appealed;

- 3.1.5.3 The Appellant shall give reasons why the decision should be overturned;
- 3.1.5.4 Each side shall have one opportunity for rebuttal and summation;
- 3.1.5.5 The Appeals Committee will then, in camera, discuss the merits of the appeal and render its judgment, with reasons, either in support of the appeal or against it;
- 3.1.5.6 The TBU President shall communicate, in writing, the decision of the Appeals Committee to the Appellant;
- 3.1.5.7 The judgment shall be considered final, not subject to appeal and the Grievance Officer shall act according to the judgment. (A. 2006)

**Procedure 4 HARASSMENT AND BULLYING RESOLUTION AND COMPLAINT PROCEDURE (A. 2008)**

- 4.1 A member who believes s/he has been the target of harassment or discrimination at an OSSTF District 7 TBU sponsored event or meeting is encouraged to take immediate action to ensure this behaviour is stopped. As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive, and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party. If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with one of the designated anti-harassment officers (the Vice-President or Chief Negotiator of the OSSTF District 7 TBU) and ask him/her to act. 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. The investigation shall be handled confidentially; however, all complaints will be reported by the anti-harassment officer to the Bargaining Unit 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 Bargaining Unit President for action and it shall be the joint responsibility of the Bargaining Unit President and the Field Secretary assigned to the OSSTF District 7 TBU to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken. Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from OSSTF District 7 TBU events or meetings. Decisions may be reviewed by the TBU Executive in Executive session on the request of a member. The Bargaining Unit President shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years. 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.

**Procedure 5 HARASSMENT AND BULLYING COMPLAINT APPEALS PROCEDURE (A. 2008)**

- 5.1 Members of the OSSTF District 7 TBU affected by a decision resulting from a complaint under the Bargaining Unit's Harassment and Bullying Resolution and Complaint Procedure may appeal this decision using the following procedure:
  - 5.1.1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.
  - 5.1.2 Within thirty (30) calendar days of receiving the request, the Bargaining Unit President shall convene a meeting of the TBU Executive to consider the appeal in Executive session.
  - 5.1.3 The TBU Executive shall review the complaint, the investigation process and findings, and the decision.
  - 5.1.4 Following the review, the TBU Executive, in a non-weighted vote excluding the Bargaining Unit President, Vice-President, and Chief Negotiator, shall either confirm or modify the decision, consistent with the TBU's Anti-Harassment and Anti-Bullying Policy (Policy 1).
  - 5.1.5 Within five (5) days after the TBU Executive's decision, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
  - 5.1.6 The TBU Executive's decision shall be considered final and not subject to any appeal.

**Procedure 6 ENVIRONMENTAL CONSCIENTIOUSNESS (A. 2010)**

- 6.1 The TBU will take as many measures as practically possible to become a more environmentally conscious union, such as integrating/employing recommendations listed in "Small Steps to a Greener Union."