

**Bluewater  
District 7 TBU**



**OSSTF**

**Ontario Secondary School  
Teachers' Federation**

**District 7 Bluewater**

**Teachers' Bargaining Unit**

**CONSTITUTION**

**Amended May 2, 2022**

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## PART 1: ARTICLES

### Article 1 DEFINITIONS

- 1.1 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation. (A. 2021)
- 1.2 “DISTRICT 7” or “DISTRICT” shall mean the unified non-Education Act and Education Act bargaining units who are members of OSSTF employed by the Bluewater District School Board. (A. 2021)
- 1.3 “TBU” shall mean the Teachers’ Bargaining Unit of District 7 of the OSSTF. (A. 2021)
- 1.4 “BARGAINING UNIT” shall mean those members covered by the Education Act employed by the Bluewater District School Board (DSB#7).
- 1.5 “BARGAINING UNIT MEMBER” or “MEMBER” shall mean a member covered by the Education Act employed by the Bluewater District School Board (DSB#7). (A. 2021)
- 1.6 “BRANCH” shall mean a workplace (school).
- 1.7 “TEACHER” shall mean a member as defined in Article 3. (A. 2021)
- 1.8 “CONSTITUTION” shall mean the Articles, Bylaws, Procedures, and Policies. (A. 2021)
- 1.9 “ARTICLES” shall mean the major descriptive sections of the Teachers’ Bargaining Unit Constitution.
- 1.10 “BYLAWS” shall mean the standing rules governing the operation and membership of the Teachers’ Bargaining Unit of District 7.
- 1.11 “PROCEDURE” shall mean the accepted method or process used within the Bargaining Unit.
- 1.12 “INTERNAL POLICY” shall mean a stand or position taken by Teachers’ Bargaining Unit in accordance with its bylaws for the purpose of setting out the Bargaining Unit’s beliefs, positions, values, or behavioural goals. (A. 2021)
- 1.13 “EXTERNAL POLICY” shall mean a stand or position taken by the Teachers’ Bargaining Unit in accordance with its bylaws on matters where the resolution is beyond the internal legislative power of the Teachers’ Bargaining Unit of District 7. (A. 2021)
- 1.14 “FTE” shall mean “full-time equivalency.” (A. 2022)

### Article 2 NAME

- 2.1 The name of the Bargaining Unit shall be the Teachers’ Bargaining Unit (TBU).

### Article 3 MEMBERSHIP

- 3.1 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 4 TEACHERS’ BARGAINING UNIT ORGANIZATION

#### 4.1 Executive and Council (A.2021)

- 4.1.1 There shall be a TBU Executive consisting of the following voting members: (A.2021)
- 4.1.1.1 the President;
  - 4.1.1.2 the Vice-President; (A. 2006)
  - 4.1.1.3 the Chief Negotiator;
  - 4.1.1.4 the Secretary-Treasurer; and (A. 2021)
  - 4.1.1.5 the two (2) District Councillors. (A. 2018)
- 4.1.2 There shall be a TBU Council consisting of the following voting and non-voting members: (A.2021)
- 4.1.2.1 Voting members of TBU Council:
- 4.1.2.1.1 the Executive;
  - 4.1.2.1.2 the Branch Presidents; and
  - 4.1.2.2 the Non-voting Members of TBU Council:
    - 4.1.2.2.1 the Educational Services Officer;
    - 4.1.2.2.2 the Equity Officer; (A. 2022)
    - 4.1.2.2.3 the Human Rights/Status of Women Officer; and
    - 4.1.2.2.4 the Political Action Officer.
- 4.1.3 The term of office for all positions under this constitution shall commence July 1 and end June 30, unless otherwise noted. (A. 2019)
- 4.1.4 The members of the TBU Council have the power to represent the membership at meetings of Council and to determine the actions of the Teachers’ Bargaining Unit. (A. 2021)
- 4.1.5 The TBU President may not hold any additional position of responsibility in the TBU organization.

**4.2 Standing Committees**

- 4.2.1 There shall be the following TBU Standing Committees:
  - 4.2.1.1 Collective Bargaining Committee;
  - 4.2.1.2 Constitutional Review Committee;
  - 4.2.1.3 District Secondary Staffing and Labour Relations Committee; (A. 2010)
  - 4.2.1.4 Finance Committee; (A. 2021)
  - 4.2.1.5 Grievance Committee;
  - 4.2.1.6 Grievance Appeals Committee (A. 2021); and
  - 4.2.1.7 Negotiating Team (“Table Team”), for the duration of the bargaining process. (A. 2021)
- 4.2.2 TBU Representatives of Ad Hoc Committees or Board Committees will be appointed by the TBU Council. (A.2021)

**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; and
  - 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 TEACHERS’ BARGAINING UNIT MEETINGS**

- 6.1 A general membership meeting of the TBU shall be called at least once per school year. (A. 2021)
- 6.2 The TBU Council shall meet at least nine (9) times per school year. (A. 2021)

**Article 7 LEVY**

- 7.1 There shall be a levy of the Bargaining Unit, the amount determined or amended at the Annual General Meeting.

**Article 8 AMENDMENTS TO THE ARTICLES**

- 8.1 Amendments to the Articles may be made at general meetings of the membership of the TBU by: (A. 2012)
  - 8.1.1 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;
  - 8.1.2 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
  - 8.1.3 a nine-tenths vote of the members qualified to vote, present and voting, provided that previous notice as in 8.1.1 or 8.1.2 has not been given.

**Article 9 BYLAWS (A. 2021)**

- 9.1 The Bargaining Unit, in an Annual General Meeting called in accordance with the Bylaws, may pass Bylaws not inconsistent with this Constitution or its Bylaws concerning:
  - 9.1.1 the procedures for the selection of its office holders;
  - 9.1.2 the management of its own internal organization and administration;
  - 9.1.3 the time, place, and conduct of its Annual General Meeting, and its other meetings;
  - 9.1.4 the establishment, amendment, or deletion of Bargaining Unit Procedures and / or Policies;
  - 9.1.5 the conducting of the Bargaining Unit’s financial affairs, and,
  - 9.1.6 the administration and maintenance of the Collective Agreement which is in effect and applicable to the members.

**Article 10 PARLIAMENTARY AUTHORITY (A. 2021)**

- 10.1 Meetings of the Bargaining Unit, its executive, council, committees, and branches shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF Constitution and Bylaws.

**Article 11 REPUGNANCY**

- 11.1 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.
- 11.2 Any part of this present Constitution or amendment thereto which is repugnant to the District 7 Constitution is hereby declared null and void.

## **PART 2: BYLAWS**

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

- 1.1 It shall be the duty of TBU Members to:
- 1.2 attend the Annual General Meeting, at which it shall be the duty of TBU Members to: (A. 2021)
  - 1.2.1 elect members of the Executive as outlined in Bylaw 9; (A. 2021)
  - 1.2.2 authorize the changing of the levy amount in Bylaw 12.3; (A. 2014)
  - 1.2.3 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;
  - 1.2.4 establish, amend, and rescind policy for the TBU;
  - 1.2.5 vote on motions determining the action to be taken in regard to reports received and to instruct the Executive, Council, and Committees thereof; (A. 2021)
  - 1.2.6 consider matters of general interest to education as they affect OSSTF in the District and the TBU;
- 1.3. participate in strike and ratification votes regarding collective agreements between the Teachers' Bargaining Unit and the Bluewater District School Board (DSB#7);
- 1.4. recommend to District Council, if desired, candidates for the OSSTF Provincial Executive, the OTF (Ontario Teachers' Federation) Board of Governors, and OTF Table Officer. (A. 2021)

### **Bylaw 2 DUTIES OF TEACHERS' BARGAINING UNIT COUNCIL (A. 2021)**

- 2.1 It shall be the duty of the TBU Council to: (A. 2021)
  - 2.1.1 meet at the call of the President, or at the written request of five (5) or more Members of the TBU Council; (A.2021)
  - 2.1.2 carry out the instruction of the TBU membership, TBU Council, and District Council; (A. 2021)
  - 2.1.3 deal with all matters brought before it which, in its opinion, require action before the next regular TBU Council meeting, the next regular District Council meeting, or TBU general membership meeting; (A. 2021)
  - 2.1.4 keep the membership informed of its activities;
  - 2.1.5 empower the TBU Committees;
  - 2.1.6 attend the Annual General Meeting and any special general meetings; (A. 2022)
  - 2.1.7 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);
  - 2.1.8 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;
  - 2.1.9 establish the TBU budget at the first TBU Council meeting in September for that fiscal year. (A. 2021)
  - 2.1.10 present budget requests to the District Treasurer;
  - 2.1.11 nominate candidates for District Secretary-Treasurer, District Health and Safety Officer, District Political Action Officer, District Educational Services Officer, District Human Rights / Status of Women Officer, District Constitution Officer, and Labour Council Representatives, prior to the June meeting of District Council, at its discretion; (A. 2020)
  - 2.1.12 recommend to District Council delegates and/or alternate(s) to the Annual Meeting of the Provincial Assembly (AMPA) if elected delegates or alternate(s) are unable to attend; (A. 2021)
  - 2.1.13 inform the Provincial Executive of any matters adversely affecting the welfare of the TBU or one (1) or more of its members;
  - 2.1.14 inform the Provincial Executive of any alleged unprofessional conduct in the TBU; and
  - 2.1.15 promote within the TBU the aims and objectives of the OSSTF.

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

- 3.1 It shall be the duty of each member of the TBU Executive to: (A. 2022)
  - 3.1.1 attend meetings of TBU Council as voting members;
  - 3.1.2 attend meetings of TBU Executive as voting members;
  - 3.1.3 attend TBU Annual General Meetings and any special general meetings;
  - 3.1.4 provide written reports for the Annual General Meeting;
  - 3.1.5 attend meetings of the Constitutional Review Committee;
  - 3.1.6 attend meetings of the Finance Committee; and
  - 3.1.7 work collaboratively to draft any press releases or advertisements from the TBU.

#### **3.2 President**

- 3.2.1 It shall be the duty of the President to:
  - 3.2.1.1 call and arrange all Executive meetings, Council meetings, and TBU general meetings; (A. 2021)
  - 3.2.1.2 send out notice of all called meetings;

- 3.2.1.3 preside at all meetings of the Executive, Council, and TBU general membership and to prepare the agenda for these meetings; (A. 2021)
- 3.2.1.4 ensure that all motions passed by the Council or the TBU are acted upon; (A. 2021)
- 3.2.1.5 receive, answer and keep correspondence;
- 3.2.1.6 keep all records;
- 3.2.1.7 compile a list of all members of the Executive, Council, Branch Executives, and Standing Committees for distribution; (A. 2021)
- 3.2.1.8 maintain a database of information about the members of the TBU; (A. 2020)
- 3.2.1.9 where necessary, convene the initial meetings of all Standing TBU Committees;
- 3.2.1.10 provide fair representation for members in professional difficulty, and for members in conflict with other members; (A. 2009)
- 3.2.1.11 assist members, if requested, with long-term disability matters; (A. 2018)
- 3.2.1.12 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)
- 3.2.1.13 notify the Bluewater District School Board (DSB#7) in writing of the TBU's intention to negotiate an Agreement; (A. 2022)
- 3.2.1.14 sign all Agreements ratified by the TBU Membership;
- 3.2.1.15 act as TBU Representative on District Council and to maintain contact with all District Federation work; (A. 2021)
- 3.2.1.16 effect liaison between the TBU Council and all District Officers and Chairpersons; (A. 2021)
- 3.2.1.17 effect liaison with other Teaching Federations;
- 3.2.1.18 keep the Provincial Executive informed of Federation activities in the TBU;
- 3.2.1.19 attend Provincial Council; (A. 2012) and
- 3.2.1.20 attend the Annual Meeting of the Provincial Assembly as a voting member.

### **3.3 Vice-President**

- 3.3.1 It shall be the duty of the Vice-President to:
  - 3.3.1.1 perform the duties of the President in the President's absence or at the President's request;
  - 3.3.1.2 act as the Bargaining Unit Constitution Officer; (A. 2015).
    - 3.3.1.2.1 chair the Constitution Review Committee; (A. 2022)
    - 3.3.1.2.2 organize the Annual General Meeting;
    - 3.3.1.2.3 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)
    - 3.3.1.2.4 ensure that members are aware of the date when all resolutions for the Annual General Meeting are due; (A. 2022)
    - 3.3.1.2.5 receive and compile all resolutions from members and send these to the TBU Council prior to the Annual General Meeting; (A. 2022)
    - 3.3.1.2.6 record and submit copies of all resolutions to members at least ten (10) days prior to the Annual General Meeting; (A. 2022)
  - 3.3.1.3 act as the Bargaining Unit Communications Officer; (A.2019)
    - 3.3.1.3.1 maintain the TBU pages on the District website; (A. 2009)
    - 3.3.1.3.2 post the minutes of meetings, once approved, on the District website; (A. 2021)
  - 3.3.1.4 organize Branch Presidents' workshops, when requested by the TBU Council; (A. 2021)
  - 3.3.1.5 organize retirement workshops put on by provincial OSSTF, OTIP, and/or EFG, as appropriate; (A. 2022)
  - 3.3.1.6 provide members with benefit information; (A. 2014) and
  - 3.3.1.7 chair the Grievance Appeals Committee. (A. 2022).

### **3.4 Chief Negotiator**

- 3.4.1 It shall be the duty of the Chief Negotiator to:
  - 3.4.1.1 act as the primary representative of the TBU in all matters related to negotiations;
  - 3.4.1.2 chair the TBU Negotiating Team (Table Team); (A. 2022)
  - 3.4.1.3 chair the TBU Collective Bargaining Committee; (A. 2022)
  - 3.4.1.4 survey the TBU membership to determine bargaining priorities (A.2019)
  - 3.4.1.5 collate the results of the bargaining priorities survey (A.2019)
  - 3.4.1.6 prepare the negotiating brief (A.2019)
  - 3.4.1.7 develop bargaining strategies (A.2019)
  - 3.4.1.8 act as the primary spokesperson for the TBU during negotiation sessions;
  - 3.4.1.9 recommend to the TBU Council a request for Provincial Federation Resumption of Bargaining in negotiations with the Bluewater District School Board (DSB#7); (A. 2021)
  - 3.4.1.10 sign the Agreement ratified by the TBU membership with the Bluewater District School Board (DSB#7);

- 3.4.1.11 review the collective agreement after a ratification vote to identify errors and omissions; (A.2019)
- 3.4.1.12 inform the Collective Bargaining Committee of terms of settlement;
- 3.4.1.13 effect liaison between the Negotiating Team, the Collective Bargaining Committee, the TBU Council, and the District; (A. 2021)
- 3.4.1.14 report to the above bodies on matters of mutual concern arising out the collective bargaining process;
- 3.4.1.15 collect class size data and other data relevant to collective bargaining and membership protection on or before each semester's count date in the Collective Agreement; (A. 2022)
- 3.3.1.16 analyze collected data for the purposes of collective bargaining and membership protection; (A. 2022)
- 3.3.1.17 provide statistics to the TBU Council, Negotiating Committee, Collective Bargaining Committee, and Grievance Committee, as appropriate; (A. 2022)
- 3.4.1.18 act as chairperson for the District Secondary Staffing and Labour Relations Committee; (A. 2009)
- 3.4.1.19 act as an ex-officio member of each In-School Staffing Review Committee;
- 3.4.1.20 provide fair representation for members in professional difficulty, and for members in conflict with other members, at the request of the President; (A. 2020).
- 3.4.1.21 attend the Provincial Collective Bargaining Committee Regional meetings;
- 3.4.1.22 act as TBU Grievance Officer by:
  - 3.4.1.22.1 chairing the Grievance Committee;
  - 3.4.1.22.2 launching grievances in consultation with the Grievance Committee; (A. 2006)
  - 3.4.1.22.3 maintaining a record of, and documenting grievances emanating from individual(s) or policy implementation and to recommend to the Grievance Committee their disposition;
  - 3.4.1.22.4 reporting to the TBU Council on a regular basis and to the membership at least annually; (A. 2021)
  - 3.4.1.22.5 maintaining communications with the Occasional TBU concerning grievances within that Bargaining Unit;
  - 3.4.1.22.6 reporting to the Contract Maintenance Sub-Committee of the Collective Bargaining Committee OSSTF Provincial body, as required;
- 3.4.1.23 act as TBU Health & Safety Officer by: (A. 2009)
  - 3.4.1.23.1 attending meetings of the Board's Health and Safety Committee as the TBU representative; (A. 2010)
  - 3.4.1.23.2 providing Health and Safety information and recommendations to the TBU Council; (A. 2021)
  - 3.4.1.23.3 carrying out investigations and research as directed by the TBU Council; (A. 2021)
  - 3.4.1.23.4 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)
  - 3.4.1.23.5 providing assistance to members during "refusal to work" situations;
  - 3.4.1.23.6 carrying out inspections of work sites under the Bluewater District School Board's Central Health and Safety Steering Committee; and (A. 2022)
  - 3.4.1.23.7 assisting members, if requested, on Workplace Safety and Insurance Board matters; (A. 2018)

**3.5 Secretary-Treasurer (A. 2021)**

- 3.5.1 It shall be the duty of the Secretary-Treasurer to
  - 3.5.1.1 keep a record of all meetings of the Executive, Council, and General meetings in the form of Minutes;
  - 3.5.1.2 submit minutes for approval at the next official meeting of the same body;
  - 3.5.1.3 submit minutes, once approved, of all Executive, Council, and General meetings, to the Vice-President for posting on the district website;
  - 3.5.1.4 act as the official Treasurer of the Bargaining Unit;
  - 3.5.1.5 chair the Finance Committee;
  - 3.5.1.6 in consultation with the Finance Committee, prepare a draft budget for presentation to the TBU Council at the September meeting; and
  - 3.5.1.7 review the levy for the bargaining unit.

**3.6 District Councillors**

- 3.6.1 It shall be the duty of the District Councillors to:
  - 3.6.1.1 attend meetings of TBU Council as a voting member; (A. 2021)
  - 3.6.1.2 attend meetings of District Council as a voting member;
  - 3.6.1.3 serve on the Constitutional Review Committee;
  - 3.6.1.4 serve on the Finance Committee; (A. 2022)
  - 3.6.1.5 serve on the Grievance Committee; and
  - 3.6.1.6 attend the Annual Meeting of the Provincial Assembly as a voting member. (A.2019)

**Bylaw 4 DUTIES OF TEACHERS' BARGAINING UNIT OFFICERS**

**4.1 Educational Services Officer**

- 4.1.1 It shall be the duty of the Educational Services Officer to:
  - 4.1.1.1 attend all TBU Council meetings and provide a report; (A. 2021)

- 4.1.1.2 act as liaison with the District Educational Services Committee; (A.2019)
- 4.1.1.3 attend all conferences of the provincial Educational Services Committee; and
- 4.1.1.4 prepare a written report for the Annual General Meeting. (A. 2008)
- 4.2 **Equity Officer** (A. 2022)
- 4.2.1 It shall be the duty of the Equity Officer to:
- 4.2.1.1 attend all TBU Council meetings and provide a report;
- 4.2.1.2 act as liaison with and member of the District Equity Committee;
- 4.2.1.3 attend provincial or regional conferences sponsored by OSSTF with respect to equity; and
- 4.2.1.4 prepare a written report for the Annual General Meeting.

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

- 4.3.1 It shall be the duty of the Human Rights/Status of Women Officer to:
- 4.3.1.1 attend all TBU Council meetings and provide a report; (A. 2021)
- 4.3.1.2 act as liaison with the District Human Rights/Status of Women Committee;
- 4.3.1.3 attend all conferences of the provincial Human Rights and Status of Women Committees; and (A. 2013)
- 4.3.1.4 prepare a written report for the Annual General Meeting. (A.2019)

**4.4 Political Action Officer**

- 4.4.1 It shall be the duty of the Political Action Officer to:
- 4.4.1.1 attend all TBU Council meetings and provide a report; (A. 2021)
- 4.4.1.2 act as liaison with the District Political Action Committee;
- 4.4.1.3 attend all conferences of the provincial Political Action Committee;
- 4.4.1.4 prepare a written report for the Annual General Meeting; and (A.2019)
- 4.4.1.5 attend all meetings of the Grey-Bruce Labour Council. (A. 2013)

**Bylaw 5 DUTIES OF TEACHERS' BARGAINING UNIT COMMITTEE CHAIRS**

- 5.1 It shall be the duty of the Chairpersons of Committees to:
- 5.1.1 call meetings;
- 5.1.2 govern the functioning of the Chairperson's Committee in accordance with the powers given by the TBU Council; (A. 2021)
- 5.1.3 maintain records and minutes of the business transacted and decisions made by the Committee;
- 5.1.4 attend meetings of the TBU Council and provide written reports, when appropriate; (A. 2022)
- 5.1.5 prepare and submit a budget to the District Treasurer when required;
- 5.1.6 submit to the District Treasurer all bills for expenses incurred by the Chairperson's Committee; (A. 2007)
- 5.1.7 assist the Collective Bargaining Committee as requested;
- 5.1.8 obtain the approval of the TBU Council for any presentation to any group outside of District 7 prior to its presentation to that group; (A. 2021)
- 5.1.9 obtain the approval of the TBU Council for any participation in any outside group's activities. (A. 2021)

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

- 6.1 It shall be the duty of TBU Committees to:
- 6.1.1 where necessary, elect a Chairperson at its inaugural meeting and to notify the TBU Council thereof; (A. 2021)
- 6.1.2 not be in receipt of funds from or disperse funds to any individual or organization other than OSSTF without the approval of the TBU Council. (A. 2021)

**6.2 Collective Bargaining Committee (CBC) (A. 2021)**

- 6.2.1 Members of the Collective Bargaining Committee shall be: (A. 2021)
  - 6.2.1.1 the Chief Negotiator, as chair; A. 2022)
  - 6.2.1.2 the TBU Negotiating Team;
  - 6.2.1.3 the Vice-President; and
  - 6.2.1.4 one (1) member from each Branch, chosen by the members of that Branch.

- 6.2.2 It shall be the duty of the Collective Bargaining Committee to: (A. 2021)
  - 6.2.2.1 assist with the development of the bargaining priorities survey (A. 2019)
  - 6.2.2.2 review the bargaining priorities survey before it goes to the TBU Council for final approval; (A. 2021)
  - 6.2.2.3 review the brief prior to its presentation to the Council (A. 2021); and
  - 6.2.2.4 review a tentative agreement prior to the ratification recommendation vote from the Council. (A.2021)

**6.3 Constitutional Review Committee**

- 6.3.1 Members of the Constitutional Review Committee shall be:
  - 6.3.1.1 the Vice-President as Chairperson;
  - 6.3.1.2 the President;
  - 6.3.1.3 the Chief Negotiator;
  - 6.3.1.4 the Secretary-Treasurer; (A.2021) and



- 6.3.1.5 the two (2) District Councillors.
- 6.3.2 It shall be the duty of the Constitutional Review Committee to:
  - 6.3.2.1 review the TBU Constitution annually;
  - 6.3.2.2 make recommendations for changes to the Constitution to the Council. (A. 2021)
- 6.4 District Secondary Staffing and Labour Relations Committee (DSSLRC) (A. 2009)**
  - 6.4.1 Members of the District Secondary Staffing and Labour Relations Committee shall be:
    - 6.4.1.1 the Chief Negotiator; as chair; (A. 2022)
    - 6.4.1.2 the President;
    - 6.4.1.3 the Vice-President; and
    - 6.4.1.4 one other member appointed by the Council, according to Bylaw 9.6. (A. 2021)
  - 6.4.2 It shall be the duty of the District Secondary Staffing and Labour Relations Committee to: (A. 2009)
    - 6.4.2.1 meet with School Board representatives as required by the current collective agreement;
    - 6.4.2.2 monitor staffing data and report to the TBU Council; (A. 2021)
    - 6.4.2.3 collect data from the In-School Staffing Review Committees and report to the Council; (A. 2021)
    - 6.4.2.4 review the reports of the In-School Staffing Review Committees; and
    - 6.4.2.5 make recommendations to the Collective Bargaining Committee or the TBU Council, (A. 2021)
- 6.5 Finance Committee (A. 2021)**
  - 6.5.1 Members of the Finance Committee shall be:
    - 6.5.1.1 the Secretary-Treasurer, as Chairperson;
    - 6.5.1.2 the President;
    - 6.5.1.3 the Vice-President;
    - 6.5.1.4 the Chief Negotiator; and
    - 6.5.1.5 the two District Councillors.
  - 6.5.2 It shall be the duty of the Finance Committee to
    - 6.5.2.1 review the levy before the annual Constitution Review meeting; and
    - 6.5.2.2 make recommendations and provide input into the budget before the September meeting of the TBU Council.
- 6.6 Grievance Committee**
  - 6.6.1 Members of the Grievance Committee shall be: (A. 2021)
    - 6.6.1.1 the Chief Negotiator as Chairperson;
    - 6.6.1.2 the President;
    - 6.6.1.3 the two (2) District Councillors; and
    - 6.6.1.4 the fourth member of the District Secondary Staffing and Labour Relations Committee. (A.2022)
  - 6.6.2 It shall be the duty of the Grievance Committee to:
    - 6.6.2.1 record and present to the TBU Council any contravention to the Collective Agreement between the OSSTF, the TBU, and the Bluewater District School Board (DSB#7); (A. 2021)
    - 6.6.2.2 process any concerns from members about violations to the Collective Agreement;
    - 6.6.2.3 make decisions regarding the disposition of concerns regarding potential grievances and the disposition of active grievances. Such decisions can be appealed to the Grievance Appeals Committee using Procedure 4, Grievance Appeals. (A. 2021)
- 6.7 Grievance Appeals Committee (A. 2021)**
  - 6.7.1 Members of the Grievance Appeals Committee shall be: (A. 2021)
    - 6.7.1.1 the Vice-President as Chairperson;
    - 6.7.1.2 the Secretary-Treasurer; and
    - 6.7.1.3 the Branch Presidents.
  - 6.7.2 It shall be the duty of the Grievance Appeals Committee to: (A. 2021)
    - 6.7.2.1 hear appeals regarding grievances using the Procedure 4, Grievance Appeals. (A. 2021)
- 6.8 Negotiating Team (“Table Team”) (A.2019)**
  - 6.8.1 Members of the Negotiating Team (“Table Team”) shall be: (A. 2021)
    - 6.8.1.1 the Chief Negotiator, as chair; (A. 2022)
    - 6.8.1.2 the TBU President;
    - 6.8.1.3 a Statistician, recommended by the Chief Negotiator and appointed by the Council; (A. 2021)
    - 6.8.1.4 a minimum of two (2) additional members, as recommended by the Chief Negotiator and appointed by the Council;
  - 6.8.2 It shall be the duty of the TBU Negotiating Team to:
    - 6.8.2.1 attend meetings of the TBU Collective Bargaining Committee;
    - 6.8.2.2 review the results of the bargaining priorities survey;
    - 6.8.2.3 provide input into the negotiating brief;
    - 6.8.2.4 attend bargaining sessions;

- 6.8.2.5 assist the Chief Negotiator during bargaining;
- 6.8.2.6 assist the Chief Negotiator to develop bargaining strategies; and
- 6.8.2.7 assist the Chief Negotiator to review the collective agreement after a ratification vote to identify errors and omissions.
- 6.8.3 The term of office of the Negotiating Team shall last until the bargaining process is complete.
- 6.8.4 When placed in Provincial Resumption of Negotiations, there shall be a TBU Provincial Resumption of Negotiations Team consisting of the following voting members:
  - 6.8.4.1 the Chief Negotiator, as chair; (A. 2022)
  - 6.8.4.2 the TBU President; and
  - 6.8.4.3 one additional member of the Negotiating Team, as recommended by the Chief Negotiator and appointed by the Council; (A. 2021)
  - 6.8.4.4 The remaining members of the Negotiating Team shall serve as non-voting members of the Provincial Resumption of Negotiations Team.

**Bylaw 7**

**DUTIES OF BRANCH ORGANIZATIONS AND BRANCH REPRESENTATIVES**

- 7.1 Branches are encouraged to hold meetings in the school under their own initiative and to submit suggestions to TBU Council or District Council. (A. 2021)
- 7.2 Branch President**
  - 7.2.1 It shall be the duty of the Branch President to:
    - 7.2.1.1 attend meetings of the TBU Council; (A. 2021)
    - 7.2.1.2 communicate concerns of members of their Branch to the TBU Council; (A. 2021)
    - 7.2.1.3 communicate official OSSTF information to Branch Members;
    - 7.2.1.4 arrange for Federation assistance for Members in professional difficulty; and
    - 7.2.1.5 serve as one of the four TBU representatives on the branch In-School Staffing Committee. (A. 2022)
- 7.3 Branch Health and Safety Officer**
  - 7.3.1 It shall be the duty of the Branch Health and Safety Officer to:
    - 7.3.1.1 attend meetings of school’s Joint Health and Safety Committee (JHSC), where possible; (A. 2022) and
    - 7.3.1.2 forward minutes of the school’s Joint Health and Safety Committee (JHSC) meetings to the Chief Negotiator. (A. 2022)
- 7.4 Branch Collective Bargaining Committee Representative**
  - 7.4.1 It shall be the duty of the Branch Collective Bargaining Committee Representative to:
    - 7.4.1.1 attend meetings of the TBU Collective Bargaining Committee;
    - 7.4.1.2 assist in the administration and supervision of in-school votes. (A. 2011)
- 7.5 In-School Staffing Review Committees (A. 2021)**
  - 7.5.1 Members of the In-School Staffing Review Committee shall be: (A. 2022)
    - 7.5.1.1 four (4) members designated by the Bargaining Unit, including:
      - 7.5.1.1.1 the school’s Branch President, and
      - 7.5.1.1.2 three (3) additional members, elected by the members at that branch.
      - 7.5.1.1.3 The Chief Negotiator shall act as an ex-officio member of the In-School Staffing Review Committee at each branch.
    - 7.5.2 It shall be the duty of the In-School Staffing Review Committee to:
      - 7.5.2.1 review the staffing of the school;
      - 7.5.2.2 review of procedures and monitoring of equitable division of professional duties, including (A. 2021)
        - 7.5.2.2.1 school and exam supervision schedules,
        - 7.5.2.2.2 on-call information,
        - 7.5.2.2.3 staff assignments/timetables,
        - 7.5.2.2.4 department groupings, and
        - 7.5.2.2.4 discussion of issues pertaining to the above; and
      - 7.5.2.3 report to the District Secondary Staffing and Labour Relations Committee.

**Bylaw 8**

**TEACHERS’ BARGAINING UNIT MEETINGS (A. 2021)**

- 8.1 Meetings of the TBU Council**
  - 8.1.1 The TBU Council shall meet at least nine (9) times per year during the school year, weather permitting, at the call of the President, or at the written request of five (5) members of the TBU Council. The written request shall specify the purpose of the meeting.
  - 8.1.2 Each voting Member of the TBU Council shall have one (1) vote.
- 8.2 Meetings of the TBU Executive (A. 2022)**
  - 8.2.1 The TBU Executive shall meet at the call of the President, or at the written request of any two (2) members of the Executive. The written request shall specify the purpose of the meeting.

- 8.2.2 If a vote of the Executive is required, each Member of the TBU Executive shall have one (1) vote.
- 8.3 Annual General Meeting**
- 8.3.1 The membership shall meet each spring at the Annual General Meeting, at the call of the President.
- 8.3.2 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 Council 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.
- 8.4 Special General Membership Meetings**
- 8.4.1 The General Membership shall meet at the call of the President.
- 8.4.2 A special General Membership meeting may be called by the President, or at the written request of at least thirty (30) or more Members, representing at least three (3) different schools. The written request shall specify the purpose of the meeting.
- 8.5 Format and Conduct of Meetings**
- 8.5.1 All voting shall occur under the Rules of Orders determined under the Bylaws of the OSSTF.
- 8.5.2 All meetings must allow for simultaneous aural communication, as per the most recent edition of *Robert's Rules of Order*.
- 8.5.3 Minutes will be taken at all meetings.
- 8.6 Quorum** for meetings shall be established as follows:
- 8.6.1 at Council meetings – 50% of the Council;
- 8.6.2 at the Annual General Meeting and other general membership meetings – members present and voting.
- 8.6.3 at Standing Committee meetings – members present and voting provided that a meeting notice of five (5) school days was given.
- 8.6.4 An affirmative vote by a majority of those present, eligible to vote, and voting will constitute acceptance of any motion except amendments to the Constitution (including the articles, bylaws, procedures, and policies) and/or levy. (A. 2022)
- 8.7 Executive Session**
- 8.7.1 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.
- 8.7.2 The standard resolution to move into Executive Session should be worded as follows: “Be it resolved that this House move into Executive Session.”
- 8.7.3 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.
- 8.7.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years.
- 8.7.5 Within Executive Session, the standard rules of order shall be followed unless the body specifically directs otherwise.
- 8.7.6 A resolution to rise from Executive Session shall be moved at the end of the Session.
- 8.7.7 The resolutions directing the meeting to move into and rise from Executive Session are the only public record of the Executive Session.
- 8.7.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.
- 8.8 TBU Council Meetings by Teleconference (or Electronic Means)**
- 8.8.1 Between regularly-scheduled meetings of the TBU Council, when a need arises for a formal decision of the TBU Council, a teleconference or electronic meeting may be held at the call of the President.
- 8.8.2 Notice of the teleconference or electronic meeting will be made at least twenty-four (24) hours prior to the teleconference, when possible.
- 8.8.3 The meeting shall only be held outside of normal working hours, unless release time is provided.
- 8.8.4 The normal quorum for a meeting of the TBU Council shall apply.
- 8.8.5 The TBU President shall chair the meeting.
- 8.9 Electronic Meetings**
- 8.9.1 As necessary, meetings of the executive, council, committees, or the general membership may be held electronically.
- 8.9.2 Quorum for electronic meetings shall be the same as is required for a regular meeting of the same body.
- 8.9.3 Proper notice of meeting and meeting information (date, time, link, login, agenda, previous minutes, etc.) shall be sent out to members.
- 8.9.4 Electronic Meetings: Platform**
- 8.9.4.1 The platform in which electronic meetings can be held shall be designated by the President.

- 8.9.4.2 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.
- 8.9.4.3 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.
- 8.9.5 Electronic Meetings: Voting**
- 8.9.5.1 A vote conducted through the designated platform shall be deemed a show-of-hands vote.
- 8.9.5.2 Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining Unit membership, Executive, Council, or committees.
- 8.9.5.3 At the Annual General Meeting, election voting must be set up through provincial OSSTF in the password-protected voting centre on the provincial website.
- 8.9.6 Electronic Meetings: Platform Features**
- 8.9.6.1 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.
- 8.9.6.2 The voting or polling system can be used as long as it displays the results of a vote.
- 8.9.6.3 The use of video display should be used to present motions and/or documents to the membership.
- 8.9.6.4 The mute-all function should be turned on so that the chair can control who has assignment of the floor.
- 8.9.7 Electronic Meetings: Rules**
- 8.9.7.1 Under no circumstances shall any part of the electronic meeting be recorded.
- 8.9.7.2 The meeting link shall open at least 15 minutes prior to the start of the meeting.
- 8.9.7.3 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.
- 8.9.7.4 The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 8.9.7.5 Members seeking recognition of the floor shall notify the chair by using the “raise hand” feature. For larger online meetings, someone will be assigned to assist the chair by creating a spotter’s list.
- 8.9.7.6 Motions and other documents must be displayed to the membership until they are disposed of.
- 8.9.7.7 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 and bylaws.

**Bylaw 9 ELECTIONS, NOMINATIONS, APPOINTMENTS, VACANCIES, and STATUTORY / SICK LEAVE**

- 9.1 Elections and Voting Procedures at Annual General Meetings (A. 2021)**
- 9.1.1 All elections of TBU Voting Officers shall be by secret ballot except in the cases of election by acclamation.
- 9.1.2 The outcome of any election shall be based upon a simple majority. (A. 2021)
- 9.1.3 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.
- 9.1.4 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:
- 9.1.4.1 President;
- 9.1.4.2 Chief Negotiator;
- 9.1.4.3 Vice-President;
- 9.1.4.4 Secretary-Treasurer; and (A.2021)
- 9.1.4.4 two (2) District Council Representatives. (A. 2018)
- 9.1.4.5 the TBU nominee for District Treasurer; (A. 2017)
- 9.1.5 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.
- 9.1.6 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
- 9.1.7 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.
- 9.2 If the Annual General Meeting is held via an electronic meeting, the balloting for the election of officers shall be conducted through provincial OSSTF in the password-protected voting centre on the provincial website. (A.2021)
- 9.2.1 Each electronic ballot shall be open for a duration of 10 minutes. (A. 2021)
- 9.3 Nomination Procedures**
- 9.3.1 Nominations for all positions identified in Bylaw 2.1.3, signed by two members, not including the nominee, must be submitted 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.

- 9.3.2 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)
- 9.3.3 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)
- 9.4 Branch Representatives (including the Branch President, Branch Health and Safety Officer, Branch CBC Representative, and members of the In-School Staffing Review Committee) shall be elected by the members at their Branch, at a meeting chaired by a TBU member who is not nominated nor running for any of the branch positions. (A. 2022)
- 9.5 Non-Voting Officers shall be appointed by the TBU Council. The following appointments shall be made by the TBU Council at the June meeting of the Council from applications to the President solicited from the membership at large: (A. 2021)
- 9.5.1 the Educational Services Officer,
- 9.5.2 the Equity Officer, (A. 2022)
- 9.5.3 the Human Rights/Status of Women Officer, and
- 9.5.4 the Political Action Officer.
- 9.6 The fourth member of the District Staffing and Labour Relations Committee shall be appointed by the Council and shall be a non-voting member. The appointment shall be made by the TBU Council at the June meeting of the Council from applications to the President solicited from the members of the Council. (A. 2021)
- 9.7 TBU Representatives of Ad Hoc Committees or Board Committees will be appointed by the TBU Council. (A.2021)
- 9.8 **Vacancy** (A. 2021)
- 9.8.1 A vacancy during an elected term of office of a Voting Officer shall be filled by a Member appointed by the TBU Council.
- 9.8.2 A vacancy of a Branch Representative will be filled by the Branch. (A. 2022)
- 9.8.2.1 If a Branch Representative ceases to work at the Branch where they were elected, the Branch shall hold an election for a new Branch Representative for the remainder of the original Branch Representative's term. (A. 2022)
- 9.8.3 A vacancy during a term of office of a Non-Voting Officer shall be filled by a Member appointed by the TBU Council.
- 9.8.4 A vacancy during a term of office for a member of a TBU standing committee shall be filled by a Member appointed by the TBU Council.
- 9.8.5 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 will be appointed by the TBU Council until such time as the conflict is resolved.
- 9.8.5.1 In the event that a member of a branch-based TBU Standing Committee, such as the CBC 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.
- 9.9 **Statutory Leave / Sick Leave** (A. 2018)
- 9.9.1 Statutory leave shall be defined as per the Employment Standards Act.
- 9.9.2 Statutory leaves / sick leaves are subject to the term of office, and shall not supersede re-election to office.
- 9.9.3 Statutory leave / sick leave does not constitute a permanent vacancy. A TBU Council position that is vacant as a result of a statutory leave / sick leave shall be filled temporarily as per the process in Bylaw 9.8. (A. 2021)
- 9.9.4 A vacancy due to a statutory leave / sick leave shall be deemed temporary and the TBU Council member shall return to their position held prior to the leave upon their return. (A. 2021)

**Bylaw 10 IN-SCHOOL VOTES**

- 10.1 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. (A. 2014)
- 10.2 Pension and provincial votes will be conducted according to provincial direction. (A. 2014)

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

- 11.1 The annual TBU Budget will be drafted by the Secretary-Treasurer, in consultation with the Finance Committee. The draft budget will be presented to the TBU Council for approval at the September meeting. (A.2021)
- 11.2 The TBU Council has control of TBU funds (as determined by the District budget in June) through the TBU budget (as determined by the Council 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

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. 2021)

- 11.3 A budget for donations will be established each year. All donation requests must be approved by majority vote of the TBU Council. A sum not to exceed \$250.00 per donation may be approved. Where additional funding is desired, the membership will be solicited for support. (A. 2021)
- 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 OSSTF Financial Handbook, including child care / dependent care. (A. 2018)
- 11.6 All payments to members for expenses incurred in the performance of their OSSTF duties must be by signed authorization of the 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. 2021)
- 11.7 The TBU will not pay for alcohol at TBU functions.
- 11.8 TBU Reserve Fund (A. 2020)**
  - 11.8.1 The Teachers' Bargaining Unit Reserve Fund shall be established and used for:
    - 11.8.1.1 the shortfall that may exist between income and budgeted expenses;
    - 11.8.1.2 unforeseen or unbudgeted expenditures approved by the Council by motion; (A. 2021)
    - 11.8.1.3 protection of members associated with costs incurred to process grievances, arbitrations, collective bargaining, or legal advice beyond monies provided by Provincial OSSTF; or,
    - 11.8.1.4 release time for Bargaining Unit business.

**Bylaw 12 LEVY**

- 12.1 There shall be a special levy of the Bargaining Unit, with the amount determined at the Annual General Meeting. (A. 2021)
- 12.2 Changes to the levy shall be approved by a majority vote at a General Meeting of the members. (A. 2021)
- 12.3 Levy will be collected at source at the rate of \$97.50 per year per Member, spread over the school year. (A.2021)

**Bylaw 13 RELEASE TIME**

- 13.1 Release time will be allocated for the TBU Executive as follows:
  - 13.1.1 Teacher President – 1 FTE leave;
  - 13.1.2 Vice President – 10 days' leave;
  - 13.1.3 Chief Negotiator – 2/3 FTE leave.
- 13.2 The TBU President shall be paid an allowance equivalent to that paid to members holding positions of added responsibility for groupings of more than nineteen (19) sections. (A. 2022)

**Bylaw 14 AMPA DELEGATE SELECTION PROCEDURE (A. 2010)**

- 14.1 The TBU President will be an AMPA delegate.
- 14.2 The TBU District Councillors will be AMPA delegates.
- 14.3 Should an AMPA alternate position become available through District Council, the TBU Chief Negotiator will be an AMPA delegate. (A. 2012)
- 14.4 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 Council from AMPA applications to the President solicited from the membership at large. (A. 2021)

**Bylaw 15 ANTI-HARASSMENT AND ANTI-BULLYING POLICY (A. 2008)**

- 15.1 The TBU 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 TBU according to Bylaw 16.

**Bylaw 16 AMENDMENTS TO THE BYLAWS (A. 2021)**

- 16.1 Bylaws, policies, and procedures may be established or amended at TBU Annual General Meetings by: (A. 2022)
  - 16.1.1 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;
  - 16.1.2 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

- 16.1.3 a three-quarters vote of the members qualified to vote, present and voting, provided that previous notice as in 16.1.1 and 16.1.2 above has not been given.

**Bylaw 17 PROCEDURES AND POLICIES (A. 2021)**

- 17.1 The Bargaining Unit may approve procedures for the purpose of setting out the Bargaining Unit's official process for completing a specific task.
- 17.2 The Bargaining Unit may approve internal policies for the purpose of setting out the Bargaining Unit's beliefs, positions, values, or behavioural goals when it is considered to be in the interest of the members of the Bargaining Unit to do so.
- 17.3 The Bargaining Unit may approve external policies for the purpose of setting out publicly the Bargaining Unit's official view and stance on any issue whose resolution is beyond the internal legislative power of the Bargaining Unit when it is considered to be in the interest of the members of the Bargaining Unit to do so.
- 17.4 New procedures or policies may be established and existing procedures or policies may be amended at TBU Annual General Meetings by
- 17.4.1 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;
- 17.4.2 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
- 17.4.3 a three-quarters vote of the members qualified to vote, present and voting, if less than ten (10) days' notice is given in writing to the to the Vice-President.

**PART 3: PROCEDURES**

**Procedure 1 STRIKE AND RATIFICATION VOTES (A. 2021)**

**1.1 Voting Procedures**

- 1.1.1 Voting will be by secret ballot.
- 1.1.2 All District 7 TBU members in good standing are eligible to vote.
- 1.1.3 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).
- 1.1.4 A member's name must appear on a school's voters' list in order to be eligible to vote at that school.
- 1.1.5 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.
- 1.1.6 There shall be at least two advanced polls, of at least twenty (20) minutes in duration, on two different days, 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.
- 1.1.7 Ballots must be cast by the members at the poll site. (No proxy voting).
- 1.1.8 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.
- 1.1.9 Two scrutineers will be present during voting.
- 1.1.10 At the close of polls, the voters' list shall be placed in the sealed ballot box.
- 1.1.11 All ballot boxes shall be taken to one location for vote counting.
- 1.1.11.1 Dinner will be provided and mileage will be paid for up to one representative from each school, as well as the TBU Executive. (A. 2022)
- 1.2 Vote Counting and Reporting**
- 1.2.1 Votes will be counted on a District basis (not by school).
- 1.2.2 Each Branch is entitled to a scrutineer.
- 1.2.3 The vote count will be verified.
- 1.2.4 The membership will receive the following information:
- 1.2.4.1 total votes cast;
- 1.2.4.2 number of votes yes;
- 1.2.4.3 number of votes no;
- 1.2.4.4 number of spoiled ballots.
- 1.2.5 The information released to the Board and the public will be decided by the President, Vice-President, and Chief Negotiator.
- 1.2.6 Notification will occur:

- 1.2.6.1 to the members;
- 1.2.6.2 to the Board after the members;
- 1.2.6.3 to the public after the Board.
- 1.3 Provincial strike and ratification votes will be conducted according to provincial direction, as per Bylaw 10.2.

**Procedure 2 RATIFICATION PROCEDURES FOR A COLLECTIVE AGREEMENT**

- 2.1 After a tentative agreement/last-best offer is reached:
  - 2.1.1 the TBU Council and Collective Bargaining Committee will meet to review the tentative agreement; (A.2021)
  - 2.1.2 the TBU Council will vote on recommending the agreement to the membership; (A. 2021)
  - 2.1.3 copies of the agreement will be available in each workplace for a minimum of two (2) days prior to a membership meeting;
  - 2.1.4 there will be one membership information meeting;
  - 2.1.5 any written information at a membership meeting shall be identified as to source;
  - 2.1.6 following the information meeting, the ratification vote will be conducted in each school, according to Procedure 1: Strike and Ratification Votes. (A. 2021)

**Procedure 3 GRIEVANCE PROCEDURE (A. 2021)**

- 3.1 The grievance process shall be as follows:
  - 3.1.1 A grievance shall be defined as any matter arising from the interpretation, application, or alleged violation of the Collective Agreement.
  - 3.1.2 The Grievance Officer shall determine whether to consult with Provincial Office Secretariat and/or legal counsel prior to filing a grievance.
  - 3.1.3 The Grievance Officer shall determine whether the Bargaining Unit will file a grievance or grievances in accordance with the timelines established in Article 25 of the Collective Agreement.
  - 3.1.4 The Grievance Officer shall keep the member informed of the status of the grievance including the decision, any denial of the grievance, and the rationale for the decision.
  - 3.1.5 If the grievance is not filed, the Grievance Officer shall inform the member of the right to appeal the decision, including a copy of this Bylaw and a list of the members of the Grievance Appeals Committee.

**Procedure 4 GRIEVANCE APPEAL PROCEDURE**

- 4.1 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.
  - 4.1.1 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 a Grievance Appeal Hearing. (A. 2021)
  - 4.1.2 The Grievance Appeals Committee shall meet to hear the appeal at the next scheduled TBU Council meeting. (A. 2021)
  - 4.1.3 The TBU President shall notify the Appellant, the Grievance Committee members, and the Grievance Appeals Committee members of the time and date of the Appeal Hearing. (A. 2021)
  - 4.1.4 The Appellant may bring one other OSSTF member for support.
  - 4.1.5 The Appeal Hearing shall be conducted as follows:
    - 4.1.5.1 The Appeal Hearing will take place before the TBU Council meeting is called to order; (A. 2021)
    - 4.1.5.2 The Grievance Officer shall give reasons for the decision which is being appealed;
    - 4.1.5.3 The Appellant shall give reasons why the decision should be overturned;
    - 4.1.5.4 Each side shall have one opportunity for rebuttal and summation;
    - 4.1.5.5 The Grievance Appeals Committee will then, in executive session, discuss the merits of the appeal and render its judgment, with reasons, either in support of the appeal or against it; (A. 2022)
    - 4.1.5.6 The TBU President shall communicate, in writing, the decision of the Grievance Appeals Committee to the Appellant; (A. 2021)
    - 4.1.5.7 The judgment shall be considered final, not subject to appeal, and the Grievance Officer shall act according to the judgment. (A. 2006)

**Procedure 5 COVERAGE FOR MEMBERS ON FEDERATION LEAVE**

- 5.1 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 6 HARASSMENT AND BULLYING RESOLUTION AND COMPLAINT PROCEDURE (A. 2008)**

- 6.1 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 Council 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 7 HARASSMENT AND BULLYING COMPLAINT APPEALS PROCEDURE (A. 2008)**

- 7.1 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:
- 7.1.1 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.
- 7.1.2 Within thirty (30) calendar days of receiving the request, the Bargaining Unit President shall convene a meeting of the TBU Council to consider the appeal in Executive session. (A. 2021)
- 7.1.3 The TBU Council shall review the complaint, the investigation process and findings, and the decision. (A. 2021)
- 7.1.4 Following the review, the TBU Council, 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). (A. 2021)
- 7.1.5 Within five (5) days after the TBU Council's decision, the Bargaining Unit President shall communicate the decision to the Appellant in writing. (A. 2021)
- 7.1.6 The TBU Council's decision shall be considered final and not subject to any appeal. (A. 2021)

**PART 4: POLICIES**

**Policy 1 ANTI-HARASSMENT AND ANTI-BULLYING POLICY (Renewed 2020)**

- 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 OSSTF District 7 TBU Harassment and Bullying Resolution and

Complaint Procedure, as approved by the TBU.

**Policy 2**

2.1

**ENVIRONMENTAL CONSCIENTIOUSNESS (A.2021)**

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