



CONSTITUTION & BYLAWS

CAMA/OSSTF

DISTRICT 24

As Amended: May 27, 2023

Constitution

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CONSTITUTION

ARTICLE 1 - Definitions:

In this Constitution & Bylaws:

1. "OSSTF" shall mean Ontario Secondary School Teachers' Federation.
2. "CAMA/OSSTF" shall mean the Custodial and Maintenance Association, OSSTF District 24.
3. "Bargaining Unit" shall mean the Custodial and Maintenance Association (CAMA/OSSTF) District 24, for whom OSSTF holds bargaining rights.
4. "District" shall mean OSSTF District 24.
5. "Member" shall mean an active member in good standing of the CAMA/OSSTF Bargaining Unit.
6. "Area Representative" shall mean a Member of the Bargaining Unit appointed/elected to coordinate OSSTF activities within a given Organizational Area of CAMA/OSSTF.
7. "Organizational Area" shall mean an organizational sub-division of the Bargaining Unit as defined in the Bylaws.
8. "Workplace Representative" shall mean a Member of the Bargaining Unit appointed/elected to act as liaison between workplace members and the Bargaining Unit Executive.
9. "Executive" shall mean the Officers of the Bargaining Unit.
10. "CBC" shall mean the Collective Bargaining Committee of the Bargaining Unit.
11. "General Meeting" shall mean a meeting of the CAMA/OSSTF membership to conduct Bargaining Unit business.
12. "AMPA" shall mean the OSSTF Annual Meeting of Provincial Assembly.
13. "Constitution" shall mean all the basic principles governing the present Bargaining Unit including its basic structure.
14. "Bylaws" shall mean the standing rules governing the members of the present Bargaining Unit in respect to all matters within its authority.
15. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its Bylaws.
16. "Procedures" shall mean the specific rules which the Bargaining Unit has established to govern its day-to-day activities and which are in accordance with its Constitution, Bylaws and Policies.

17. "Majority vote", unless otherwise stipulated, means a 50% plus 1 vote of the voting members present and voting.

18. "Executive Session" shall mean all matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session.

ARTICLE 2 - Name and Authority

2.1 This Bargaining Unit shall be known as the CAMA/OSSTF Bargaining Unit, OSSTF District 24.

2.2 Any part of the Bargaining Unit Constitution, Bylaws, Articles, Policies, and/or Procedures which are in contravention of the OSSTF and/or District Constitution, Bylaws, Policies and/or Procedures are null and void.

ARTICLE 3 - Objects and Ethics

3.1 The objects of CAMA/OSSTF shall be:

3.1.1 First and foremost to protect its members, both individually and collectively, in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members.

3.1.2 to secure and maintain for all Active Members of OSSTF equal collective bargaining rights including the right to strike.

3.1.3 to bargain collectively on behalf of its Active Members.

3.1.4 to promote and advance the cause of public education.

3.1.5 to promote a high standard of professional ethics and a high standard of professional competence.

3.1.6 to secure for members active participation in formulating policies and practices affecting education.

3.1.7 to work toward control of our professional destiny.

3.1.8 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and the community.

3.1.9 to support and promote equal opportunity for members, employees, and students;

3.1.10 to foster and promote the dignity of all persons regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, socio-economic status, age, marital status, family status or disability.

3.1.11 associate and unite employees of educational institutions, or agencies which provide services to educational institutions, within the Province of Ontario.

3.1.12 to promote political action to ensure that legislation regulating labour structures and policies is in the best interest of members.

3.2 The ethics of the CAMA/OSSTF Bargaining Unit shall be those described in Article 5 of the OSSTF Constitution.

ARTICLE 4 - Membership

- 4.1 Members in the Bargaining Unit shall be employees employed by the Waterloo Region District School Board known as the Custodial and Maintenance Association (CAMA).

ARTICLE 5 – Dues and Levies

- 5.1 Every member of the Bargaining Unit shall pay membership dues as prescribed in the OSSTF Bylaws.
- 5.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.
- 5.3 The Bargaining Unit President beginning in the 2017-2018 federation year shall hold the position in full time release, paid at their current rate of pay. This cost being supported by a bargaining unit levy.
- 5.4 Levy, is a fee imposed and collected separately from the Provincial Federation rate.
- 5.5 That a levy be adopted effective September 1 2017 to support the release time of the President. at a rate of 0.195%.
- 5.6 A levy be adopted to fund a half day release officer to assist the president.
- 5.7 The Bargaining Unit levy may only be changed once a year at the AGM (Annual General Meeting).
The following rules would apply:
*Only CAMA District 24 members would be eligible to vote.
*No person shall cast more than one vote.
*A ballot or secure online voting system shall be used for the levy vote
*Ratification of the proposed levy shall require a majority, defined as 50% + 1 of the CAMA members of District 24 of the votes received.

ARTICLE 6 – Bargaining Unit Organization

- 6.1 **Bargaining Unit Executive:** There shall be an Executive consisting of **Voting Members** as follows:
- 6.1.1 President
- 6.1.2 Vice President
- 6.1.3 Executive Officer
- 6.1.4 Chief Negotiator/Grievance Officer
- 6.1.5 Treasurer
- 6.1.6 Secretary

6.2 **Area Representatives**

- 6.2.1 Area Representatives will be elected/appointed to each of the areas defined in the Bylaws.

6.3 **Collective Bargaining Committee**

- 6.3.1 There shall be a Collective Bargaining Committee consisting of the Bargaining Unit Voting Executive and two (2) members at large. Such committee shall consist of up to a maximum of 8 members.
- 6.3.2 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator/Grievance Officer.

6.4 **Grievance Committee**

- 6.4.1 There shall be a Grievance Committee consisting of the Bargaining Unit President, Chief Negotiator/Grievance Officer, Secretary and the Area Representative.

6.5 **Grievance Appeals Committee**

- 6.5.1 The Grievance Appeals Committee shall consist of the Vice President, the Executive Officer and the Treasurer.

6.6 **Committees**

- 6.6.1 The Bargaining Unit may establish any permanent or special committee, as well as any work group necessary to its proper operation as required.

6.7 **Special Officers**

- 6.7.1 The Bargaining Unit Executive must appoint special officers in accordance with OSSTF Bylaw 20 - *Duties of Bargaining Unit Organizations*. These officers report to the Executive as required.

ARTICLE 7 – Meetings

7.1 Executive Meetings

- 7.1.1 Executive Meetings shall be held as established in the Bylaws.

7.2 Annual General Meeting

- 7.2.1 There shall be an Annual General Meeting (AGM) as defined in the Bylaws.

7.3 Special General Meetings

- 7.3.1 Special General Meetings may be convened in accordance with the Bylaws.

ARTICLE 8 – Federation Year

- 8.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

ARTICLE 9 – Amendments

- 9.1 Amendments to this Constitution may be made:
- 9.1.1 At the Annual General Meeting of the CAMA/OSSTF Bargaining Unit by a two-thirds (2/3) vote of the members qualified to vote, present and voting, provided that notice of the proposed amendments shall have been given in writing to the Secretary twenty (20) days prior to the date of the meeting, and who shall make it available in each work location ten (10) days prior to the date of the meeting.
- 9.1.2 At the Annual General Meeting of the CAMA/OSSTF Bargaining Unit by a nine- tenths (9/10) vote of the members qualified to vote, present and voting, previous notice as in 9.1.1 not having been given.

BYLAWS

BYLAW 1 – General Meetings Clarification

- 1.1 **The Annual General Meeting** shall be held on the last Saturday in May to:
 - a) discuss the business of the CAMA Bargaining Unit;
 - b) receive reports;
 - c) approve a budget;
 - d) hold election of the Executive and
 - e) amend the constitution and bylaws.
- 1.1.1 In the event the last Saturday falls at such time that would likely prevent many members from attending, the President may re-schedule the date for the Annual General Meeting to another date in the month of May.
- 1.1.2 Notice of re-scheduling of the Annual General Meeting shall be communicated to the membership at least thirty (30) days prior the AGM.
- 1.1.3 Quorum shall be the voting members present.
- 1.2 **General Meetings:** There shall be a minimum of three (3) general membership meetings.
- 1.2.1 General Meetings will be at the call of the President or where fifteen (15) or more members make such a request in writing to the President.
- 1.2.2 Notice of General Meetings shall be distributed at least fifteen (15) days prior to the meeting.
- 1.2.3 Quorum shall be the voting members present.
- 1.3 **Ratification Meeting**
- 1.3.1 The President shall convene a Special Meeting at which the terms of a tentative settlement will be presented (*Ratification Meeting*).
- 1.3.2 Notice will be given at least three (3) days prior to the date of the meeting.
- 1.3.3 Quorum for ratification meetings shall be constituted by the voting members in attendance.
- 1.3.4 Results of ratification votes may be kept confidential at the discretion of the executive.

BYLAW 2 – Executive Meetings

- 2.1 The Bargaining Unit Executive shall meet monthly and no less than 8 times per fiscal year.

- 2.2 The Bargaining Unit President shall call a meeting of the Executive at the request of any three (3) Officers of the Executive.
- 2.3 Three (3) members of the Executive shall constitute quorum for meetings of the Executive.

BYLAW 3 – Voting

- 3.1 **Executive Meetings:**
 - 3.1.1 Each member of the Executive has one vote.
 - 3.1.2 The members of the Executive vote by a show of hands.
 - 3.1.3 Resolutions at the Executive are adopted by a simple majority of the votes cast.
 - 3.1.4 In case of a tie, the President of the Bargaining Unit has a deciding vote.
- 3.2 **General Meetings:**
 - 3.2.1 Any Member may attend, speak when recognized by the Chair and vote at any duly convened General Meeting.
 - 3.2.2 A secret ballot (either by paper or electronic) vote must be held for the ratification of a proposed collective agreement or for a sanction against the employer.
 - 3.2.3 Vote by proxy will not be permitted.

BYLAW 4 – Elections and Term of Office

- 4.1 Term of office for the President, Treasurer and Secretary shall be three (3) years.
 - 4.1.1 Term of office for the Vice President, Executive Officer, and the Chief Negotiator/Grievance Officer shall be for a term of two (2) years.
 - 4.1.2 Term of office will commence July 1st to June 30th as per Bylaw 4.1 and 4.1.1.
 - 4.1.3 Any Active Member shall have the right to seek election/re-election to a provincial or local office without the imposition of limits on the number of terms that can be served.
 - 4.1.4 All election results shall be made available to members.

Parliamentary process for elections

- 4.2 In an election year. The Secretary will provide a minimum of 30 days written notice (prior to the deadline in Bylaw 4.2.1) to all members regarding the executive positions up for election.
 - 4.2.1 Candidates who wish their name to appear on the ballot must have their nominations (4.2.2) submitted to the Elections Officer in writing by 5:00 pm eastern standard time on the first Friday in the month of May prior to the Annual General Meeting.
 - 4.2.2 Candidates must be nominated and supported by FIVE (5) other members.
 - 4.2.3 Ten (10) days prior to the advance polls of the Annual General Meeting, the Elections Officer shall inform all Members in writing of the list of candidates who have been nominated to a position on the Executive and if the candidates wish their platform in writing as well. All pertinent information on how voting will commence will be in the written notice.

- 4.2.4 Advance polls will be provided for the election of all local bargaining unit executive positions.
- 4.2.5 Advance online and paper ballots will open at 12:00 pm Eastern Standard Time on the Wednesday prior to the Annual General Meeting. They will close at 12:00 pm Eastern Standard Time on the Friday preceding the Annual General Meeting.
- 4.2.6 All voting in advance polls will commence by way of a secure electronic ballot using an online voting platform and secure paper ballot at the District 24 office.
- 4.2.7 Elections for executive shall be by secret ballot (either by paper or electronic) at the Annual General Meeting and by secure electronic ballot during advanced election polling for the CAMA/OSSTF Bargaining Unit.
- 4.2.8 Nominations “from the floor” will be accepted only in the event no nominations are submitted for an executive position by the timeline as described in Bylaw 4.2.1 and must be nominated by TWO (2) members at the AGM.
- 4.3 Elections for the Executive shall be in the following order unless elections are held in scattered or alternate years:
 - 4.3.1 President
 - 4.3.2 Vice-President
 - 4.3.3 Executive Officer
 - 4.3.4 Chief Negotiator/Grievance Officer
 - 4.3.5 Treasurer
 - 4.3.6 Secretary
- 4.4 Upon the closing of nominations for an office, the Elections Officer shall verify that the nominees are willing to be candidates for the office. When this has been established and announced, each candidate will be allotted two (2) minutes to speak to the Members at the Annual General Meeting.
- 4.5 The Elections Officer, with the approval of the Members present, shall appoint a maximum of three (3) Members to act as scrutineers to tabulate the votes cast.
- 4.6 Final balloting shall begin upon completion of candidate speeches. Polls will open when announced by the chair. The foregoing procedure shall be carried forward for each office.
- 4.7 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of the membership, qualified to vote and voting.
- 4.8 Defeated candidates may re-submit their candidacy for any of the other vacant positions still up for election on the Executive in accordance with bylaw 4.2.8.

BYLAW 5 – Vacancies

- 5.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of the President, the Executive may fill the position as long as quorum remains. If quorum no longer exists, the Executive shall call a special meeting of the Members to fill any vacancies.
- 5.2 Where the vacancy occurs in the position of the President, the Vice-President shall assume the position for the remainder of the term of office.
- 5.2.1 In the event that the Vice-President is unable or unavailable, then the Executive Officer shall assume the position for the remainder of the term of office.

BYLAW 6 – Duties of Members

- 6.1 It shall be the duty of every CAMA/OSSTF Member to comply with the duties of members as defined in the OSSTF Bylaw 2.1.1.6 - *Rights, Privileges and Duties of Active Members*, and, Bylaw 2.4.2 - *Duties of Members to Other Members*. (Appendix A)
- 6.2 All CAMA/OSSTF documents, files, property and/or items purchased by CAMA/OSSTF belong to CAMA/OSSTF, and it shall be the duty of every applicable CAMA/OSSTF member to return such property, materials, and items upon leaving office/committee.
- 6.3 No one Member will hold more than one position on the Bargaining Unit Executive.

BYLAW 7 – Duties of the Bargaining Unit Executive

It is the duty of the **Executive** to:

- 7.1 Act in the name of the Bargaining Unit.
- 7.2 Manage the affairs of the Bargaining Unit between General Meetings.
- 7.3 Propose a Bargaining Unit budget for presentation at the Annual General Meeting.
- 7.4 Establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the membership for ratification at the Annual General Meeting.
- 7.5 Communicate regularly with members of the Bargaining Unit regarding its activities.
- 7.6 Appoint chairperson(s) of such committees as are necessary.
- 7.7 Appoint an alternate representative of the Bargaining Unit to attend any meeting that the President or Vice-President is unable to attend.
- 7.8 Appoint an alternate from the executive to represent the Bargaining Unit for all or part of a Provincial Council meeting if the Bargaining Unit President is unavailable to attend.
- 7.9 Deal with all matters brought before it which require action before the next regular General Membership Meeting.
- 7.10 Appoint a Health and Safety Officer.
- 7.11 Appoint an Educational Services Officer.

- 7.12 Appoint a Communications Officer.
- 7.13 Appoint a Pay Equity Officer where Pay Equity negotiations and maintenance are required.

BYLAW 8 – Duties of the Annual General Meeting (AGM)

- 8.1 The Annual General Meeting of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:
 - 8.1.1 election procedure for Bargaining Unit Officers;
 - 8.1.2 the time, place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit;
 - 8.1.3 the formation of internal organizations and procedures;
 - 8.1.4 the establishment, amendment or rescission of Bargaining Unit Policy;
 - 8.1.5 all other matters as deemed necessary or convenient for example: constitutional wording, for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

BYLAW 9 – Duties of the Bargaining Unit Executive Officers

9.1 President

- 9.1.1 Chairs all meetings of the Bargaining Unit and of the Executive.
- 9.1.2 Represents the Bargaining Unit in its official acts.
- 9.1.3 Ensures that the aims and objectives of the Bargaining Unit are carried out.
- 9.1.4 Presents a written report on the activities of the Bargaining Unit at the Annual General Meeting.
- 9.1.5 Has signing authority, in consultation with the Executive, for legal matters of the Bargaining Unit.
- 9.1.6 Signs cheques together with the Treasurer or the Vice-President.
- 9.1.7 Ensures each Standing Committee and Ad Hoc Committee has a Chairperson, meets and reports as required.
- 9.1.8 Is an ex-officio member of all Bargaining Unit committees.
- 9.1.9 Serves as the Bargaining Unit's Provincial Councillor.
- 9.1.10 Serves as a District Vice-President, and serves on District Committees as required.
- 9.1.11 Acts as liaison with the Provincial Executive and the Secretariat.
- 9.1.12 Maintains on-going communication with other units within District 24 of OSSTF and with other OSSTF Districts within the region

9.2 Vice-President

- 9.2.1 Supports the President in carrying out the aims and objectives of the Bargaining Unit.
- 9.2.2 Chairs any meeting at the President's request.
- 9.2.3 Shall assume the duties of the President if the President is, for any reason, unable or unavailable to carry out those duties.
- 9.2.4 Represents the Bargaining Unit on Provincial Council as an alternate as required.
- 9.2.5 Serves on the Collective Bargaining Committee.
- 9.2.6 Serves as the Executive's voting delegate at OSSTF's Annual Meeting of the Provincial Assembly (AMPA).
- 9.2.7 Acts as CAMA/OSSTF liaison with the Regional Labour Council.

- 9.2.8 Is one of the co-signing authorities on all Bargaining Unit cheques.
- 9.2.9 Carry out any duties as assigned by the President, according to experience on the Executive.

9.3 Executive officer

- 9.3.1 Supports the President in carrying out the aims and objectives of the Bargaining Unit.
- 9.3.2 Serves on the Grievance Appeals Committee.
- 9.3.3 Chairs any meeting at the President's request.
- 9.3.4 Shall assume the duties of the President if the President or Vice President is, for any reason, unable or unavailable to carry out those duties.
- 9.3.5 Serves on the Collective Bargaining Committee.
- 9.3.6 Serves as the Executive's voting delegate at OSSTF's Annual Meeting of the Provincial Assembly (AMPA).
- 9.3.7 Represents the Bargaining Unit on Provincial Council as an alternate as required.
- 9.3.8 Carry out any duties as assigned by the President, according to experience on the Executive.

9.4 Chief Negotiator/Grievance Officer

- 9.4.1 As chief negotiator:
 - 9.4.1.1 Is the spokesperson for the negotiating team.
 - 9.4.1.1 Is the Chairperson of the Collective Bargaining Committee.
 - 9.4.1.1 Conducts research in preparation for collective bargaining, with the assistance of the Collective Bargaining Committee, and presents it for the approval to the Bargaining Unit Executive.
 - 9.4.1.1 Reports in a timely and regular basis to the Executive and to the Bargaining Unit Members.
 - 9.4.1.1 Represents the Bargaining Unit at all Regional Collective Bargaining Committee meetings.
 - 9.4.1.1 Liaises with the OSSTF Protective Services Secretariat regarding negotiations.
- 9.4.2 As Grievance Officer:
 - 9.4.2 Receives complaints from members who have a possible grievance.
 - 9.4.2 Works together with the Executive and OSSTF authorities with regard to decisions concerning grievances.
 - 9.4.2 Consults and collects relevant information from members who feel there may be a legitimate grievance.
 - 9.4.2 Writes and files grievances.
 - 9.4.2 Collaborates and consults with the OSSTF Executive Assistant in the preparation of grievances.
 - 9.4.2 Updates the Executive on the status of all grievances.
 - 9.4.2 Maintains confidential records of all grievances.
 - 9.4.2 Serves on the Grievance Committee.
 - 9.4.2 Serves on the Collective Bargaining Committee.

9.5 Treasurer

- 9.5.1 Is responsible for the maintenance of the financial records of the Bargaining Unit.
- 9.5.2 Disburses those funds in accordance with the budget as approved by the members at the Annual General Meeting.
- 9.5.3 Presents regular written financial reports to the Executive.
- 9.5.4 Prepares, in co-operation with the Executive, a budget for the forthcoming year to be approved at the Annual General Meeting.

- 9.5.5 Presents at the Annual General Meeting, a year-end financial statement of actual Bargaining Unit revenue and expenditures of the preceding year.
- 9.5.6 Has primary signing authority on all cheques drawn from Bargaining Unit funds.
- 9.5.7 Serves on the Grievance Appeals Committee.
- 9.5.8 Serves on the Collective Bargaining Committee.
- 9.5.9 Serves on District Finance Committee
- 9.5.10 Will act in accordance with the OSSTF Financial Handbook
- 9.5.11 Presents at the Annual General Meeting, a detailed financial statement of all bargaining unit levies.

9.6 Secretary

- 9.6.1 Records and maintains the minutes of the Executive, Annual and Special Membership Meetings.
- 9.6.2 Maintains accurate and current member lists including seniority, work locations and contact information lists.
- 9.6.3 Books venues for all Bargaining Unit meetings.
- 9.6.4 Manages communication of meetings and notices to Bargaining Unit Members
- 9.6.5 Distributes the minutes to the respective bodies prior to the next regularly called meeting.
- 9.6.6 Serves on the Collective Bargaining Committee.
- 9.6.7 Serves as the Elections Officer and may share these duties with one of the Special Officers or Area Representatives as defined in Article 6.
- 9.6.8 Assists the President in carrying out the aims and objectives of the Bargaining Unit.

BYLAW 10 – Area and Workplace Representatives

10.1 Area Representatives:

- 10.1.1 are appointed/and unappointed by the *executive* within each of the organizational areas.
- 10.1.2 shall meet regularly;
- 10.1.3 shall communicate regularly with the Members within the Area;
- 10.1.4 serve as liaison between the CAMA/OSSTF members and the Executive;
- 10.1.5 shall communicate possible violations of the Collective Agreement to the Grievance Officer;
- 10.1.6 shall carry out the duties as determined by the President.

BYLAW 11 – Duties of Special Officers

11.1 Health and Safety Officer shall:

- 11.1.1 attend approved provincial and/or District workshops pertaining to Health and Safety;
- 11.1.2 represent the Bargaining Unit on the Board's Joint Health and Safety Committee;
- 11.1.3 report on a timely and regular basis to the Executive;
- 11.1.4 provide a written report to the Annual General Meeting.

11.2 Education Services Officer shall:

- 11.2.1 attend the annual Provincial Educational Services Conference;
- 11.2.2 provide a written report at the Annual General Meeting.

11.3 Communications Officer shall:

- 11.3.1 generate a newsletter at least twice a year.
- 11.3.2 maintain liaison with District Communications Officer.
- 11.3.3 Will maintain and act as moderator of all CAMA digital platforms.

11.4 Constitution Officer shall:

- 11.4.1 provide assistance to the Executive with interpretation of the Constitution
- 11.4.2 co-ordinate a constitution committee when needed
- 11.4.3 review and propose changes to the Constitution
- 11.4.4 prepare motions for proposed amendments to the Constitution for the Annual General Meeting.

BYLAW 12 – Duties of Provincial Councillor

- 12.1 The duties of Provincial Councillor shall be to:
 - 12.1.1 represent the Bargaining Unit on Provincial Council;
 - 12.1.2 provide a written report to the Executive.

BYLAW 13 – Committees

- 13.1 The Executive shall establish the necessary standing and special committees to complete the objectives of the Bargaining Unit.
- 13.2 Standing committees shall be chaired by Officers of the Executive.
- 13.3 Any Member in good standing may apply to be considered for appointment to any committee.
- 13.4 Each committee chair shall submit written reports quarterly or as required by the Executive, to the Bargaining Unit Executive and/or membership.

BYLAW 14 - Standing Committees

14.1 Collective Bargaining Committee

- 14.1.1 The Collective Bargaining Committee shall represent the Members of the Bargaining Unit while preparing the Collective Agreement. Duties will include:
- 14.1.2 surveying the membership;

- 14.1.3 preparing a negotiating brief;
- 14.1.4 seeking approval for the brief from the Executive and OSSTF Provincial Office;
- 14.1.5 recommending members to the Table Team;
- 14.1.6 communicating regularly with the Members of the progress of negotiations.
- 14.1.7 seeking the ratification of the collective agreement from Bargaining Unit members.
- 14.1.8 Ratification will be by secret ballot vote at a general membership meeting convened according to Bylaw 1.3

14.2 **Grievance Committee**

- 14.2.1 Each Grievance Committee shall consist of the Bargaining Unit President, the Secretary, the Chief Negotiator/Grievance Officer, and the grieving Member's Area Representative, if necessary. The committee shall determine if any grievance shall proceed.
- 14.2.2 No member shall hold more than one seat on the Grievance Committee. In the event that two or more of the positions named above are held by one person, vacancies in the Grievance Committee shall be declared. The vacancy shall be filled by the Executive.
- 14.2.3 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and the "Alternate" Area Representative from the Bargaining Unit will fill the vacancy if required.
- 14.2.4 The Chief Negotiator/Grievance Officer shall act as Chairperson of the Grievance Committee.
- 14.2.5 All decisions by the Grievance Committee shall be by simple majority.

14.3 Terms of Reference

- 14.3.1 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.
- 14.3.2 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive and to the griever(s).

14.4 **The Grievance Appeals Committee**

- 14.4.1 The Grievance Appeals Committee shall consist of the Treasurer, and Vice- Presidents, and Executive Officer and shall hear appeals in Executive Session.
- 14.4.2 In the event of a vacancy, an alternate from the Bargaining Unit will be appointed by the Executive.
- 14.4.3 Members appealing a decision of the Grievance Committee have five (5)

working days from the day they are notified of a Grievance Committee decision to appeal it in writing to the Executive.

- 14.4.4 The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.
- 14.4.5 All decisions by the Grievance Appeals Committee shall be by simple majority.
- 14.5 Terms of Reference
 - 14.5.1 The purpose of the Grievance Appeals Committee shall be to determine, based on an appeal carried forward by a member(s), if a decision made by the Grievance Committee is to be upheld or reversed.
 - 14.5.2 Meeting of the Grievance Appeals Committee will be called by the Chairperson.
 - 14.5.3 All grievances and appeals are confidential to the Grievance Appeals Committee, the Grievance Committee, the Bargaining Unit Executive and to the griever(s).
 - 14.5.4 The Grievance Appeals Committee will consider the appeal in Executive Session and will communicate their decision in writing to the member(s) and to the Chairperson of the Grievance Committee within three (3) working days.
 - 14.5.5 The Grievance Committee shall request where necessary an extension of the time- lines in order to allow for the appeal process.
 - 14.5.6 A member may further appeal the decision to the Field Secretary from OSSTF Provincial Office.

BYLAW 15 – Conferences

- 15.1 The Executive may upon the request from a Member, approve the attendance at conferences deemed to benefit the aims and objectives of the Bargaining Unit.
- 15.2 Expenses incurred for conferences held by OSSTF will be reimbursed in accordance with the Allowable Expenditure Guidelines as defined in the OSSTF Financial Handbook.

BYLAW 16 – AMPA

Annual Meeting of the Provincial Assembly (AMPA)

- 16.1 The Bargaining Unit delegation for AMPA shall be composed of the following:
 - 16.1.1 The Bargaining Unit Executive
 - 16.1.2 When an additional Alternate position occurs, it will be filled through Executive appointment.

BYLAW 17 – Finances

- 17.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 17.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the budget provisions approved at the Annual General Meeting.
- 17.3 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit not inconsistent with the OSSTF / FEESO Provincial Financial Handbook.
- 17.4 Cheques drawn on the Bargaining Unit account shall require two (2) signatories.
- 17.4.1 One of the signatories must be the Treasurer.
- 17.4.2 The President or in extenuating circumstances, the Vice-President is the other signatory.
- 17.5 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.
- 17.6 At least once a year there shall be a financial audit of the most recent fiscal year, and a completed verified inventory of property including items purchased. Results of the audit and the inventory shall be made available at the General meeting *prior* to the Annual General Meeting.
- 17.7 The treasurer shall keep an updated list of all items purchased with associated costs available. This list shall be available for any audit and/or inventory.

BYLAW 18 – Procedures at Meetings

- 18.1 At the opening of a general or a regular meeting, the President *or designate* shall take the chair and conduct business in the following order or may alternate the agenda at the presidents discretion:
 - (1) Call to order
 - (2) Statements / Acknowledgements in keeping with OSSTF practices
 - (3) Identify Anti-Harassment Officer
 - (4) Approval of the Agenda
 - (5) Reading and adoption of previous minutes and business arising therefrom
 - (6) Report of the Treasurer
 - (7) Report of Officers
 - (8) Other reports
 - (9) Old business
 - (10) New business
 - (11) Nominations and elections when applicable
 - (12) Adjournment
- 18.2 Except as otherwise noted in this Constitution, all motions shall be decided by a majority vote of the members in good standing, present and voting.
- 18.3 All votes may be conducted by a show of hands, ballot, or by a secure online voting system.

- 18.4 All monetary items to be voted on at a general meeting shall be by ballot or through a secure online voting system.
- 18.5 Any motion that involves a secure online voting system requires reasonable notice to Members of the upcoming vote.
- 18.6 **Parliamentary Authority**
- 18.6.1 Where procedure is unclear and not discussed in either of the Bargaining Unit and OSSTF Constitution or Bylaws, *Robert's Rules of Order* (the most recent edition) shall prevail.
- 18.7 **Executive Session**
- 18.7.1 Process for a body of the Bargaining Unit to move into Executive Session is outlined in OSSTF Constitution and Bylaws, *Rules of Order, Rule 5.10 – Executive Session*.

BYLAW 19 – Anti-Harassment and Anti-Bullying Policy

- 19.1 The CAMA/OSSTF Bargaining Unit shall have an Anti-Harassment and Anti- Bullying policy and procedure to be followed at all Bargaining Unit functions.
- 19.1.1 The Anti-Harassment and Anti-Bullying policy and procedure and any amendments to it shall be approved by the Executive.
- 19.1.2 The OSSTF Anti-Harassment statement shall be adopted as general policy guidelines and read out and/ or distributed prior to any Bargaining Unit sponsored meeting or event.
- 19.1.3 At every Bargaining Unit sponsored meeting or event at least one Anti-Harassment officer will be designated for members to contact.
- 19.2 The resolution and complaint procedure shall be as follows:
- 19.2.1 Any member who believes they have been a target of harassment or discrimination at a Bargaining Unit sponsored meeting or event is encouraged to take immediate action to ensure this behaviour stops.
 1. As a first step, the member should make it clear to the perpetrator that they find the behaviour offensive and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.
 2. If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, they should speak with the designated officer(s) and ask them to act. If no officer has been designated, the member should speak with the Executive Officer in charge of the event to ask that one be appointed.
 3. The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s),

with the approval of the President / Executive Officer in charge of the event, may remove the respondent temporarily from the meeting if circumstances warrant.

4. The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the President/ Executive Officer in charge of the event.
5. 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 OSSTF General Secretary for action and it shall be the joint responsibility of the General Secretary and the Secretariat attached to the Bargaining Unit to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.
6. The parties involved will receive a written report stating the findings and any action taken.
7. Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the President.
8. Decisions may be reviewed by Judicial Council on the request of a member or appealed to the Bargaining Unit grievance appeals committee.
9. The OSSTF General Secretary 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 Employer's Human Rights and Workplace Harassment Office, Ontario Human Rights Commission or make a complaint to police.

BYLAW 20 – Amendments

20.1 Bylaw Amendments

Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote and voting at the Annual General Meeting, provided that there has been twenty (20) days prior notice to the Secretary in writing, who shall make it available in each work location ten (10) days prior to the date of the Annual General Meeting. Members may pass bylaws or revisions thereto not inconsistent with the constitution concerning:

- 20.1.1 the procedure for the election of its various office holders;
- 20.1.2 the management of its property and its own internal organization and administration;
- 20.1.3 the time, place and conduct of the annual and other meetings of the Bargaining Unit;
- 20.1.4 the establishment, amendment, and rescission of Bargaining Unit policy;
- 20.1.5 all other matters as are deemed necessary or convenient for the promotion of the

welfare of the members or the conduct of the business of the Bargaining unit.

- 20.2 Interim bylaws or the amendment or rescission thereof may be passed by a two-thirds (2/3) vote of the members qualified to vote, present and voting, previous notice as in 20.1 not having been given.

Appendix A

- 2.1.1.6 **Rights, Privileges and Duties of Active Members (A.12)**
- 2.1.1.6.1 Rights and Privileges: Active Members shall have all the rights and privileges of membership, unless limited by disciplinary measures taken in accordance with the Bylaws. (A.12)
- 2.1.1.6.2 Active Members shall have the right to seek the advice of the OSSTF on any matter of professional relationship between the Member and a fellow Member, an employer, their professional college(s), the Ministry of Education, the Ministry of Training, Colleges and Universities, a student, a parent or the public in general. (A.12)
- 2.1.1.6.3 An Active Member shall have the automatic right to representation in a professional difficulty with an employer or other external agency; such representation may include provision of legal counsel subject to approval by the Provincial Executive. (A.12)
- 2.1.1.7 Fees: (A.12)
- 2.1.1.7.1 The fee for Active Members shall be 1.3% of total annual salary earned through an OSSTF employer-collective agreement. (A.12)
- 2.1.1.7.1.1 Total annual salary shall include all monies earned by Members through an OSSTF collective agreement while in the employ of their employer from July 1 to the following June 30. (A.12)
- 2.1.1.7.2 Amendments to the fee structure for Members must be approved by the Provincial Assembly through such vote count as that prescribed for amending the Bylaws. (A.12)
- 2.1.1.7.3 Members shall remit their fees in accordance with the terms of their collective agreements or upon direction of the Treasurer. (A.12)
- 2.1.1.7.4 Levy: The Bargaining Unit President beginning in the 2017-2018 federation year shall hold the position in full time release, paid at their current rate of pay. This cost being supported by a bargaining unit levy. (Effective date September 1, 2017)
That a levy be adopted effective September 1 2017 to support the release time of the President at a rate of 0.195%.
The Bargaining Unit levy may only be changed as per the Bylaws (A.17)
- 2.4.2 **Duties of Members to Other Members (A.12)**
- 2.4.2.1 A member shall: (A.12)
- 2.4.2.1.1 avoid interfering in an unwarranted manner between other members and pupils; (A.12)
- 2.4.2.1.2 on making an adverse report on another member, furnish that member with a written statement of the report at the earliest possible time and not later than three days after making the report. (A.12)
- 2.4.2.1.2.1 Notwithstanding the preceding, on matters related to the Child and Family Services Act, this obligation shall not apply. (A.12)
- 2.4.2.1.3 prior to registering a complaint of harassment or bullying against another member, inform the member, either personally or through a representative, that the actions are unwelcome and must cease; (A.12)
- 2.4.2.1.4 refuse to accept employment with an employer whose relations with the Federation are unsatisfactory; (A.12)
- 2.4.2.1.5 where the Member is in an administrative or supervisory position, make an honest and determined effort to help and counsel a Member before subscribing to the dismissal of that member; (A.12)
- 2.4.2.1.6 not attempt to gain an advantage over other Members by knowingly underbidding another Member, or knowingly applying for a position not properly declared vacant, or by negotiating for salary independently of the Member's Bargaining Unit. (A.12)
- 2.4.2.2 Any member making an adverse report on another member under 2.4.2.1.2 shall include in the written statement the relevant date, details and alleged incidents that were related in the adverse report to the member and address and deliver the written statement to the member. (A.12)
- 2.4.2.3 It shall be the duty of every member whose duties include the making of recommendations affecting the tenure or position of responsibility of another member to provide the said member with copies of all reports submitted or filed concerning him/her, no later than 72 hours after the submission or filing of the report; and before making a recommendation for termination or non-renewal of a member's contract, or demotion on the grounds of unsatisfactory performance, to warn the member in writing, to provide or offer assistance and to allow a reasonable time for improvement, and when placing a member under formal review to inform the Field Secretary assigned to the member's District or Bargaining Unit. (A.12)
- 2.4.2.4 It shall be the duty of every Member not to deliberately and repeatedly breach the rules of order at any meeting called by an OSSTF Bargaining Unit, District, Provincial Council, a Resumption of Bargaining Team a Pay Equity Steering Committee or a Resumption of Pay Equity Steering Committee, the Provincial Executive or a provincial committee or council. (A.12)
