Constitution and By Laws

of

Ontario Secondary School Teachers Federation

District 24

Supervision Monitors and Cafeteria Assistants

Last amended July 2017

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**CONSTITUITION**

**Definitions:**

**In this Constitution**

1.1 “Area representative” shall mean the Member of the Bargaining Unit who has been elected to co-ordinate OSSTF activities within a given organizational Area

1.2 Bargaining Unit” shall be the Supervision Monitors and Cafeteria Assistants (SMACA) which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the Ontario Labour Relations Board.

1.3 Bylaws” shall mean the standing rules governing the membership of the Bargaining Unit of matters that are entirely within the control of the Bargaining Unit.

1.4 “ Constitution” shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.

1.5 “District” shall mean OSSTF 24 Waterloo.

1.6 “General Meeting” shall mean a meeting of the Bargaining Unit Membership to conduct the business of the Unit.

1.7 “Past President” for the purposes of the Constitution and Bylaws, the “Past President” shall be the person who held the position of President immediately prior to the year in which the person became the “Past President.”

1.8 “Member” shall mean an active member (in good standing) of the SMACA bargaining unit who Is a member of OSSTF.

1.9 “Organizational Area” shall mean an organizational sub-division of the Bargaining Unit as defined in the Bylaws

1.10 “OSSTF” shall mean THE Ontario Secondary School Teachers’ Federation.

1.11 ‘Policy” shall mean a stand or a position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.

1.12 “Procedures” shall mean the detailed rules established by the Bargaining Unit Executive to govern the “day-to-day” operation of the Bargaining Unit which are consistent with the constitution, bylaws and policy.

**ARTICLE 2 – Name and Authority**

2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers’ Federation District 24 Waterloo, Supervision Monitors and Cafeteria Assistants (SMACA)

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

**ARTICLE 3 – Objects**

3.1 The objects of the SMACA bargaining unit shall be those described in Article 3 of the Constitution of OSSTF.

**ARTICLE 4 – Membership**

4.1 Any OSSTF member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.

4.2 Where a vote is held, any employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the employer.

**ARTICLE 5 – Dues and Levies**

5.1 Members of the Bargaining Unit shall pay annual dues as prescribed in the Bylaws of OSSTF.

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.

**ARTICLE 6 – Organization**

6.1 Bargaining Unit Executive

6.1.1 There shall be an Executive consisting of the following voting members: School Monitors, Cafeteria Assistants and Elementary School Monitors.

6.1.1.1 **President**

6.1.1.2 **Vice-President**

6.1.1.3 **Treasurer**

6.1.1.4 **Secretary**

6.1.1.5 **Chief negotiator** *(elected by the membership)*

6.1.1.6 **Grievance Officer** (*elected by the membership*)

6.1.1.7 **Immediate Past President**

6.2 Elected SMACA Officers

6.2.1 Three (3) Area Representatives as defined in the Bylaws

6.2.2 Communications Officer as defined in the Bylaws

6.2.3 Health and Safety Officer as defined in the Bylaws

**ARTICLE 7 – Meetings**

7.1 Frequency of Executive Meetings shall be established in the Bylaws.

7.2 There shall be an Annual General Meeting as defined in the Bylaws.

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

**ARTICLE 8 – Collective Bargaining Committee**

8.1 There shall be a Collective Bargaining committee for the Bargaining Unit elected in accordance with the Bylaws.

8.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

**ARTICLE 9 – Standing Committees**

9.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.

9.1.1 The chairperson of any Bargaining Unit Standing committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

**ARTICLE 10 – Amendments**

10.1 Amendments to the Constitution may be made at the Annual General Meeting as provided in the Bylaws.

**BYLAWS**

**Bylaw 1 – General Meetings**

* 1. Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or Designate in writing at least fourteen (14) working days prior to the date of the meeting.
	2. The Annual General Meeting shall be held in May of each year.
	3. The Bargaining Unit President shall call a General Meeting where ten (10%) percent or more of the Members make such a request in writing to the President.
	4. Notice of other General Meetings shall be given in writing at least fourteen (14) working days in advance of the meeting
	5. The President shall convene a General Meeting at which the terms of a tentative settlement will be presented. (*Ratification Meeting*)

**Bylaw 2 – Executive Meetings**

2.1 The Bargaining Unit Executive shall meet at the call of **the President** but not less than six (6) times per school year

2.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty percent (30%) of the members of the Executive make such a request in writing to the President.

**Bylaw 3 – Quorum**

3.1 A quorum for meetings of the Executive shall be a simple majority of the voting members of the Executive, including the attendance of the President and or
Vice-President.

3.2 A quorum for the Annual General Meeting shall be the number of Members in attendance.

3.3 A quorum for a General Meeting shall be the number of Members in attendance.

**Bylaw 4 – Voting**

4.1 Any Member may attend, speak, and vote at any duly convened General Meeting.

4.1.2 Where a vote is held, any member in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

4.1.3 Ratification Procedure: Procedures to ratify a new collective agreement shall be a vote by secret ballot at the ratification meeting. Ballots will be distributed to Members when they sign in. The vote will be called after the tentative agreement is presented to Members.

**Bylaws 5 – Elections**

5.1 Only Members of SMACA/OSSTF may be candidates for office

5.2 Elections for the Executive and other Officers shall be by secret ballot at the Annual General Meeting

5.3 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name to the Vice-President of the Bargaining Unit, at least seven (7) working days prior to the election.

5.4 If a position has no nominations ten days before the General Meeting, there can be nominations from the floor. However, if one or more nominations for the position are received ten days before the General Meeting, the nominations are considered closed.

5.5 All nominations must be supported by two (2) other Members as the mover and the seconded of the motion to nominate.

5.6 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.

5.7 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of those present, qualified to vote and voting.

5.8 Defeated candidates shall be considered for other offices if they choose.

5.9 The term of office for the Bargaining Unit Executive and Officers – President, Vice-President, Secretary, Treasurer, Grievance Officer and Chief Negotiator- shall be from July 1st to June 30th two (2) years following AGM Election.

5.10 Area representatives shall be elected for two (2) years by their Organizational Area.

**Bylaw 6 – Duties of Members**

6.1 It shall be the duty of every SMACA/OSSTF Member to comply with the duties of members of OSSTF as defined in the OSSTF Provincial Bylaw5 – Rights, Privileges and Duties , Section 2 – Duties of Members.

**Bylaw 7 – Duties of the Bargaining Unit Executive**

7.1 It is the duty of the Executive to:

7.1.1 Manage the affairs of the Bargaining Unit between General Meetings

7.1.2 Propose a bargaining unit budget for presentation at the Annual General Meeting.

7.1.3 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.

7.1.4 Communicate regularly with the SMACA/OSSTF Members of the Bargaining Unit regarding the management of the SMACA Business

7.1.5 Fill any vacant position on the Executive with the exception of the position of President and shall be filled in accordance with the Bylaws.

7.1.6 Send representatives to workshops, conferences and meetings at the request of District 24 or Provincial Office.

**Bylaw 8 – Duties of the Executive Members**

8.1 The duties of the President shall be to:

8.1.1 Assume the role of Chief Executive Officer for the Collective Agreement.

8.1.2 Call and preside over all Executive and General Meetings.

8.1.3 Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook

8.1.4 Be an ex-officio member of all Bargaining Unit committees.

8.1.5 Report to the Bargaining Unit Executive and Members on the activities and concerns of the District.

8.1.6 Present the Annual Report to the Members at the Annual General Meeting.

8.1.7 Represent all members of the Bargaining Unit fairly.

8.1.8 Ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.

8.1.9 Serve as a Vice-President of the District Executive.

8.1.10 Represent the Bargaining Unit at District Council.

8.1.11 Represent the Bargaining Unit at Provincial Council.

8.2 The duties of the **Vice-President** shall be to:

8.2.1 Perform the duties of the President in the President’s absence.

8.2.2 Be the Parliamentarian of the Bargaining Unit.

8.2.3 Chair the Nominations committee.

8.2.4 Chair the Grievance Appeals committee.

8.2.5 Carry out the duties as may be assigned by the President

8.3 The duties of the **Treasurer** shall be to:

8.3.1 Carry out the duties as may be assigned by the President

8.3.2 Carry out the duties as may be assigned by the District Treasurer.

8.3.3 Carry out the duties as outlined in the bylaws.

8.4 The duties of the **Chief Negotiator** shall be to:

8.4.1 Chair the Bargaining Unit Collective Bargaining Committee.

8.4.2 Be a member of the Grievance Committee.

8.4.3 Represent the Bargaining Unit at District Council.

8.4.4 Report on a timely and regular basis to the Executive and the Members

8.4.5 Carry out the duties as determined by the President

8.5 The duties of the **Secretary** shall be to:

8.5.1 Keep a record of the minutes of all General Meetings and Executive Meetings.

8.5.2 Send a copy of the minutes to each member of the Executive and the District Secretary

8.6 The duties of the **Grievance Officer** shall be to:

8.6.1 Act as chair of the Grievance Committee, be a member of the Collective Bargaining Committee and serve on Collective Bargaining Committee Table Team.

8.6.2 Act as chair of the Area Representative Meetings.

8.6.3 Inform the President and Executive of all requests for assistance and potential grievances.

8.6.4 Develop arguments and policies in pursing the grievance procedure.

8.6.5 Consult with any Member who feels he/she has a grievance and collect relevant information.

8.6.6 Present the grievance on behalf of the member or Bargaining Unit following the steps outlined in the Collective Agreement.

8.7 The duties of the **Immediate Past President** shall be to:

8.7.1 Carry out the duties as determined by the President.

**Bylaw 9 – Duties of SMACA Officers and Representatives**

9.1 The duties of Executive Committee shall be to:

9.1.1 Carry out duties as members of the Grievance Committee and the Grievance Appeals act on behalf of the Bargaining Unit during the initial stages of any complaint.

9.1.2 Act on behalf of the Bargaining Unit in communication with the members.

9.1.3 Carry out the duties as determined by the President.

9.1.4 Carry out the duties as outlined in the Bylaws.

9.2 The Duties of the **Communications Officer** shall be to:

9.2.1 Work for the Bargaining Unit Executive, Standing Committees, District Executive and the Provincial Communications Committee.

9.2.2 To co-ordinate the dissemination of information to Bargaining Unit members at the instruction of the Executive.

9.2.3 To generate a newsletter a least four times a year.

9.3 The duties of the **Health and Safety Officer** shall be to:

9.31. Attend approved relevant meetings/workshops and keep membership current on the pertinent issues.

9.3.2 Keep in contact with the District Health and Safety Officer.

9.3.3 Provide a written report for the Annual General Meeting.

9.3.4 Represent the Bargaining Unit on the Board’s Joint Health and Safety Committee.

**Bylaw 10 – General Meeting**

10.1 A General Meeting of the Bargaining Unit may adopt or rescind bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:

10.1.1 Election procedures for Bargaining Unit Officers and delegates to Sector.

10.1.2 The time, place and conduct of the Annual General Meeting and other special General meetings of the Bargaining Unit.

10.1.3 The information of internal organizations and procedures.

10.1.4 The establishment, amendment or revision of Bargaining Unit policy.

10.1.5 All other matters as deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

**Bylaw 11 – Amendments**

11.1 Amendments to the Constitution and Bylaws may be made at the Annual General Meeting of the Bargaining Unit.

11.2.1 Amendments to the Constitution may be made by a vote of two-thirds (2/3rds) of the members present, qualified to vote and voting provided that notice of the proposed amendments has been given to the membership in writing not less that fourteen (14) working days prior to the date of the Annual General Meeting.

11.2.2 Where such notice has not been given, amendments may be made by nine-tenths (9/10’s) majority vote of the Members present, qualified to vote and voting.

11.3.1 Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote, and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fourteen (14) working days prior to the Annual General Meeting.

11.3.2 Where such notice has not been given, amendments may be made by a three quarters (3/4’s) majority vote of the Members present, qualified to vote and voting.

**Bylaw 12 - Vacancy**

12.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of the President, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.

12.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.

12.3 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.

12.4 The position of Past President shall remain vacant unless the immediate previous President assumes the position.

**Bylaw 13 – Area Organization**

13.1 The Bargaining Unit shall be divided into the following Organizational Areas:

 Area 1 – Cambridge; Area 2 – Kitchener; Area 3 – Waterloo. Areas 1 through 3 with one (1) representative for each area.

13.2 Area Representatives shall be elected by their Organizational Area.

13.3 Elections shall occur at the Annual General Meeting.

13.4 The Term of office shall be for two (2) years.

13.4.1 An Area General Meeting shall be held monthly prior to the Executive Meeting.

13.5 The Area Representative shall:

 (a) Communicate regularly with Members within the Area.

 (b) Communicate problems to the Executive.

 (c) Report possible violation of the Collective Agreement to the Chief
 Officer

**Bylaw 14 – Finances**

14.1 The fiscal year(s) of the SMACA/OSSTF shall be from July 1st to June 30th.

14.2 The Treasurer shall be the administrator of the Bargaining unit funds and shall disburse those funds in accordance with an approved budge.

14.2.1 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for the presentation at each Executive Meeting and the Annual General Meeting.

14.3 Cheques drawn on the Bargaining Unit account shall require two signatures of three.

14.3.1 One of the signatures must be the Treasurer, President or the Vice-President is the other signatory.

14.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on SMACA/OSSTF Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.

**Bylaw 15 – Standing Committees**

15.2 Nominations

15.2.1 The Nominations Committee shall accept and select nominees for the Executive positions to be voted upon at the Annual General Meeting. They shall prepare ballots and act as scrutinizers. The voting will be done by ballot unless there is only one (1) nominee, in which case a vote of acclamation will be accepted. The committee chairperson will conduct the election, presenting the list of nominees and calling for further nominations from the floor.

15.3 Collective Bargaining Committee

15.3.1 The Collective Bargaining Committee(CBC) shall consist of the President, Chief Negotiator, Grievance Officer (6 in total), at least two (2) representative from cafeteria assistants, two (2) representatives from supervision monitors and two (2) from elementary monitors.

15.3.2 The CBC representatives shall be elected at the Annual General Meeting.

15.3.3 The Chief Negotiator will chair this committee.

15.3.4 The Bargaining Unit Executive shall appoint members to fill any vacancies.

15.3.5 The Table Team shall consist of the President, Chief Negotiator, Grievance Officer and up to two (2) members from the CBC elected by the CBC.

**Bylaw 16 – Duties of the Collective Bargaining Committee**

16.1 It shall be the duty of the Collective Bargaining Committee to:

16.1.1 Survey the membership.

16.1.2 Prepare a negotiating brief.

16.1.3 Seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.

16.1.4 Communicate regularly with the Members on the progress of negotiations

16.1.5 Seek the ratification of the Collective Agreement from bargaining unit members.

16.1.6 Seek assistance from Provincial OSSTF Negotiators.

16.1.7 Elect Table Team.

16.1.8 Have the tentative agreement package for the Collective Agreement mailed out to the membership twenty-four (24) hours prior to a ratification meeting.

**Bylaw 17 – Grievances**

17.1 A grievance is defined as any complaint concerning the interpretation, administration or the alleged violation of the Collective Agreement.

17.2 The procedure for an alleged grievance shall be followed as per the Collective Agreement.

17.2.1 An alleged grievance may be presented in writing by any member to the Area Representative who shall contact the Grievance Officer with 24 hours.

17.2.2 Alleged grievances may also be presented in writing to any member of the Grievance Committee if an Area Representative is unavailable or a conflict exists wherein the griever is uncomfortable dealing with the Area Representative.

17.2.3 The griever with the assistance of the Area Representative may present the facts of the case to the Grievance Committee. The Committee may question the presenter.

17.2.4 The Committee shall meet in private to decide the course of action to be taken.

17.2.5 The Grievance Committee shall report its decision to the griever.

17.2.6 All decisions by the Committee shall be by simple majority.

17.3 Grievance Committee

17.3.1 The Grievance Committee shall consist of the Chief Negotiator, Grievance Officer and the appropriate Area Representative.

17.4 Grievance Appeals Committee

17.4.1 The Vice-President and the Area Representatives not involved in the original grievance shall function as the Grievance Appeals Committee.

17.4.2 A member may appeal a decision of the Grievance Committee in writing within seven (7) days of receiving the Committee’s decision.

17.4.3 The appeal hearing shall be held in camera.

17.4.4 The Grievance Committee shall request, where necessary, a time line extension on the grievance in order to allow for the appeal process.

17.4.5 The Grievance Officer shall notify the griever on the decision of the appeal.

**Bylaw 18 – Provincial Councillor**

18.1 The selection of Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and Bylaws.

**Bylaw 19 – Delegate(s) to Annual Meeting of Provincial Assembly**

18.1 The delegate(s) to AMPA shall be selected in accordance with the District and Provincial Constitution and Bylaws.

18.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and Bylaws.

**Bylaw 20 – Delegate(s) to Education Support Staff Sector**

20.1 The Bargaining Unit President shall be a delegate to the ESS Sector.

20.2 Additional delegated to ESS Sector shall be elected at a General Meeting.

20.3 Duties of delegates shall be in accordance with the OSSTF Provincial Constitution.

20.2.1 Represent the Bargaining Unit at the General Sector Council meeting held every alternate September.

20.2.2 Provide a written submission for the Newsletter.

**Bylaw 21 – Parliamentary Authority**

The Parliamentary Authority will be as stated in the OSSTF Rules of order, Rule I I – Authorities.

**REFERENCES – OSSTF PROVINCIAL BYLAWS**

Article 3 – Objects

3.1 The objects of the 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 it members.

3.1.2 To secure and maintain for all Active members of OSSTF equal collective bargaining rights including the right to strike; (A.84)

3.1.3 To bargain collectively on behalf of its Active Members.

3.1.4 To promote and advance the cause of public education; (A.90)

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; (A.88)

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; (A.90)

3.1.9 To support and promote equal opportunity for members, employees, and students; (A.83)

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, age, martial status, family status or disability. (A.97)

3.1.11 To associate and unite teachers and other employees of educational institution, or agencies which provide services to educational institutions, within the Province of Ontario. (A.97)

**Bylaw 5 – Rights, Privileges and Duties**

5.1 Rights and Privileges

5.1.1 Active Members shall have all the rights and privileges of membership, unless limited by disciplinary measures taken in accordance with the Bylaws. (A.84)

5.1.2 Voluntary members shall have rights and privileges as are common to Active Members, except in the matters o tenure, salary, certification services, Mediation Council and Judicial Council, and associated appeal rights, voting at OSSTF meetings, and candidacy for elected office. (A90)

5.1.3 Associate Members shall be entitled to receive routine information, and official communications at the discretion of the Provincial Executive.

5.1.4 Honorary Members shall have all the rights and privileges of Associate Members.

5.1.5 Provincial Life Members, who would otherwise be Active Members, shall have all the rights and privileges of Active Members.

5.1.5.1 Provincial Life Members, who would not otherwise be Active Members, shall have all the rights and privileges of Active Members except in the matters of tenure, salary, certification services, voting at OSSTF meetings and candidacy for elected office. (A.79)

5.1.5.2 Provincial Life Members shall be entitled to a refund of the OSSTF fee. (A.00)

5.1.6 Members shall have the right to seek the advice of the OSST on any matter of professional relationship between the Memer and a fellow-Member, board of education, the Ministry of Education, student, parent or the public in general.

5.1.7 An Active Member shall have the right to representation by an OSSTF Member when a petition against such Member has been preferred by Mediation Council. (A.86)

5.1.7.1 An Active Member shall have the automatic right to representation in a professional difficulty with a board of education or other external agency; such representation may include provision of legal counsel subject to approval by the Provincial Executive.

5.1.7.2 The nature and extent of representation for a member shall be determined by the Provincial Executive. (A.84)

5.1.8 Active Retired Members shall have all the rights and privileges of Active Members except in matters of tenure, salary, certification services, Mediation Council and Judicial Council and associated appeal rights, voting at OSSTF meetings, and candidacy for elected office except as prescribed in the ARM Council Constitution. (A.97)

5.2 Duties of Members

5.2.1 A member shall:

5.2.1.1 Avoid interfering in an unwarranted manner between other members and pupils.

5.2.1.2 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.

5.2.1.2.1 Not withstanding 5.2.1.2, on matters related to the Child and Family Services Act, this obligation shall not apply.

5.2.1.3 Refuse to accept employment with an employer whose relations with the Federation are unsatisfactory.

5.2.1.4 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.

5.2.1.5 Not attempt to gain an advantage over other members by knowingly underbidding another member, or knowingly applying for apposition not properly declared vacant, or by negotiating for salary independently of the member’s Bargaining Unit.

5.2.1.6 Where the Member is an approved evaluator under the Education Act and the Member begins a formal evaluation of another Member.

5.2.1.6.1 Arrange a pre-evaluation conference with the Member to be evaluated in order to discuss the purpose and parameters of the evaluation process and to establish a time and date for the evaluation to take place.

5.2.1.6.2 Give at least forty-eight (48) hours notice of an evaluation visit to the Member.

5.2.1.6.3 Convene a post-evaluation conference with the Member in order to discuss the results of the evaluation visit; and

5.2.1.6.4 Provide the Member with a written statement of the results of the evaluation visit within seventy-two (72) hours of the post-evaluation conference. (A.00)

5.2.2 Any member making an adverse report on another member under 5.2.1.2 shall include in the written statement the relevant dat, 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.96)

5.2.3 (a) It shall be the duty of every Member to comply with the Constitution and Bylaws of OSSTF, and to seek to change the Constitution, Bylaws or Policies only through the proper procedures of the Federation. (A.83)

 (b) Where the Member’s actions are not constrained by agencies external to the OSSTF, it shall be the duty of every Member to act in accordance with the established Policies of the OSSTF. (A.83)

5.2.4 It shall be the duty of a Member who is being represented by the Federation in a professional difficulty with a board of education or other external agency to honour the commitments made on his/her behalf by the Federation, if those commitments are made with his/her written consent. (A.78)

5.2.5 It shall be the duty of every Member to uphold the OSSTF Pledge and Statement of Ethics. (A.78)

5.2.6 It shall be the duty of every Member to Act in accordance with Principles of Professional Conduct prescribed under bylaw 4. (A.78)

5.2.7 It shall be the duty of every Member to refrain from undertaking or supporting actions which undermine any established negotiating procedures during a collective bargaining process. (A.78)

5.2.8 It shall be the duty of every Member that, where a strike occurs in accordance with the results of a membership ballot, the Member, unless forbidden by law or requested otherwise by the local Provincial District/District/Bargaining Unit Executive, shall join in such sanctions as have been decided on by the majority vote of the Members in the body undertaking the sanction. (A.98)

5.2.9 Where walkout or strike of a provincial or a local nature is likely to occur in accordance with the results of a membership ballot, it shall be the duty of every Member who is a principal, in o-operation with the local negotiating team, to (A.88)

 (a) inform the students that the school will be inadequately staffed; (.88)

 (b( inform the Director of Education that the school should be closed in the interests of the safety of the students and for the protection of board property.

 (c) follow such guidelines as have been approved by Provincial Council. This provision applies to vice-principals in addition to principals. (A.88)

5.2.10 If punitive action is taken against any principal, vice-principal or group of principals and/or vice-principals as a result of their support of Federation action, the OSSTF will give support to such Members, and it shall be the duty of every Member of the body undertaking the sanction not to remove the sanction until all Members are reinstated in the positions they held previous to OSSTF action. (A.88)

5.2.11 Unless forbidden by law, it shall be the duty of every Member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by any OSSTF Bargaining Unit. (A.98)

5.2.13 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 Provincial District/District or Bargaining Unit. (A.98)

5.2.14 In the event of a lock-out or strike and upon the return to normal duties, it shall be the duty of every Member not to undertake any unusual duties or alter any standard except as agreed by the OSSTF bargaining unit., and the Provincial Executive of OSSTF. (A.90)

5.2.15 It shall be the duty of every Member whenever the Provincial Executive has issued and Information Bulletin to refuse to accept employment of the kind described in the Bulletin. (A.87)

5.2.16 (a) It shall be the duty of every Member to check with OSSTF before accepting a position to ensure that the board is in good standing. (A.88)

 (b) It shall be the duty of every Member who is a principal to advise prospective members to consult with OSSTF before accepting the position offered. (A.88)

5.2.17 Unless a union-to-union agreement has been made or forbidden by law, it shall be the duty of every member not to cross picket lines while on educational field trips. (A.90)

5.2.18 It shall be the duty of every Member who holds elected or appointed office with OSSTF to refrain from holding or seeking office with another union where the interests of the union are in conflict, or appear to be in conflict, with the interests of OSSTF. (a.91)

5.2.19 It shall be the duty of every Member who s seeking office in OSSTF and who is also a member of another union to declare such dual membership. (A91)

5.2.20 It shall be the duty of a Member not to participate in any apprenticeship teacher program which was in place, or would have been place, with a school board where a sanction by a Teacher Bargaining Unit is in effect. (A.98)

5.2.21 It shall be the duty of each member to support a modified work environment for members with disabilities. (A.99)

5.3 Violations

5.3.1 No Member shall be deemed to be in violation of this duty where it can be shown that the Member might reasonably be ignorant of the amended section(s),additions to, or deletions from the Constitution, Bylaws, and established Policies of OSSTF. This exemption shall not apply to any violations occurring;

 (a) more than thirty days after the distribution of an amended handbook, or

 (b) after the next consecutive Provincial Council meeting which established, amended, or rescinded the Policy, on an interim basis, or

 (c) after distribution to every Member of notification of an amendment, or addition to, or deletion from the Constitution, Bylaws, and established Policies of OSSTF. (A.80)

**OSSTF RULES OR ORDER**

**Rule 11 – Authorities**

11.1 The Parliamentary authorities for OSSTF in order of priority and precedence are :

11.1.1 the above Rules of Order

11.1.2 Robert’s Rules of Order Newly Revised, Scott, Foresman & Co. (most recent edition)

11.1.3 Sturgis Standard Code of Parliamentary Procedure, 2nd, Edition, McGraw-Hill Book Co., 1966.

11.1.4 Bourinot’s Rules of Order, 2nd, Edition, revised by J. Gordon Dubroy, McLelland and Steward Limited, Toronto, 1963.

11.2 In the event that problems arise in the conduct of business which cannot be resolved by reference to the Rules of Order, then reference is to be made to Robert’s followed by Sturgis, followed by Bourinot’s.