



CONSTITUTION & BYLAWS

CAMA/OSSTF

DISTRICT 24

As Amended: May 24, 2025

CONSTITUTION AND BYLAWS

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CONSTITUTION

Article 1--Definitions

In this Constitution and Bylaws:

- 1.1. "OSSTF" shall mean Ontario Secondary School Teachers' Federation.
- 1.2. "CAMA/OSSTF" shall mean the Custodial and Maintenance Association, OSSTF District 24.
- 1.3. "Bargaining Unit" shall mean the Custodial and Maintenance Association CAMA/OSSTF) District 24, for whom OSSTF holds bargaining rights.
- 1.4. "District" shall mean OSSTF District 24.
- 1.5. "Member" shall mean an active member in good standing of the CAMA/OSSTF Bargaining Unit.
- 1.6. "Area Representative" shall mean a Member of the Bargaining Unit appointed/elected to coordinate OSSTF activities within a given Organizational Area of CAMA/OSSTF.
- 1.7. "Organizational Area" shall mean an organizational sub-division of the Bargaining Unit as defined in the Bylaws.
- 1.8. "Executive" shall mean the Officers of the Bargaining Unit.
- 1.9. "CBC" shall mean the Collective Bargaining Committee of the Bargaining Unit.
- 1.10. "General Meeting" shall mean a meeting of the CAMA/OSSTF membership to conduct Bargaining Unit business.
- 1.11. "AMPA" shall mean the OSSTF Annual Meeting of the Provincial Assembly.
- 1.12. "Constitution" shall mean the standing rules governing the members of the present Bargaining Unit including its basic structure.
- 1.13. "Bylaws" shall mean the standing rules governing the members of the present Bargaining Unit in respect to all matters within its authority.
- 1.14. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its Bylaws.
- 1.15. "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 wit its Constitution, Bylaws and Policies.
- 1.16. "Majority vote", unless otherwise stipulated, means a 50% plus 1 vote of the voting members present and voting.

- 1.17. “Executive Session” shall mean all matters discussed in Executive Session shall remain absolutely confidential to those members present during the session.
- 1.18. “Special Officer” shall mean a Member of the Bargaining Unit appointed by the Executive to carry out the obligations and duties of the Bargaining Unit under the Constitution and Bylaws.

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 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 CAMA levy may be required by this Bargaining Unit. The amount of the CAMA 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 CAMA levy.
- 5.4. A CAMA levy is a fee imposed and collected separately from the Provincial Federation rate.
- 5.5. That a CAMA levy be adopted effective September 1, 2017 to support the release time of the President at a rate of 0.195%.
- 5.6. A CAMA levy be adopted to fund a half day release officer to assist the president.
- 5.7. The CAMA levy may only be changed once a year at the AGM (Annual General Meeting). The following rules would apply:
 - 5.7.1. Only CAMA District 24 members would be eligible to vote.
 - 5.7.2. No person shall cast more than one vote.

- 5.7.3. A ballot shall be used for the CAMA levy vote.
- 5.7.4. Ratification of the proposed CAMA 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 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, Vice President, and the Area Representative.
- 6.5. Grievance Appeals Committee
 - 6.5.1. The Grievance Appeals Committee shall consist of the Secretary, 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 19—*Bargaining Units*. 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 Meeting

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 via personal email and posted on the CAMA portion of the District 24 website 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 a time that would likely prevent many members from attending, the President may reschedule 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 to 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 the ratification meeting shall be constituted by the voting members in attendance

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--Election, Appointments, and Term of Office

- 4.1. Effective July 1, 2024, the term of office for the President shall be three (3) years.
 - 4.1.1. Effective July 1, 2025, the 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. Effective July 1, 2026, the term of office for the Treasurer and Secretary shall be three (3) years.
 - 4.1.3. Effective July 1, 2026, the term of office for the Equity, Anti Racism, and Anti Oppression Officer (EARAO) shall be for two (2) years.

- 4.1.4. Effective July 1, 2024, the term of office for Special Officers and Area Representatives shall be for two (2) years.
- 4.1.5. Term of office will commence July 1 to June 30 as per Bylaw 4.1, 4.1.1, 4.1.2, and 4.1.3.
- 4.1.6. Any Active Member shall have the right to seek election/re-election to a provincial local office or to appointment as a Special Officer or Area Representative without the imposition limits on the number of terms that can be served.
- 4.1.7. All election results shall be made available to members.

4.2. Parliamentary Process for elections

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 member 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 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 selection of all local bargaining unit executive positions.
- 4.2.5. Advance online and paper ballots will open at 12: 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 advance 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 in 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. These appointments shall be for the remainder of the term of office.
- 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. Where the vacancy occurs in the position of the President and in the event that the Vice-President is unable or unavailable to assume the position, then

the Executive Officer shall assume the position of President for the remainder of the term of office.

- 5.3. If a vacancy occurs in any Special Officer or Area Representative position, the Executive may, as per Bylaw 7, fill the position for the remainder of the term.

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 2.1.1.3—*Rights, Privileges and Duties of Active Members*, and Bylaw 2.3.3—*Duties of Members to Other Members*.
- 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 in 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 chairpersons(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 Worker.
- 7.12. Appoint a Communications and Political Action Officer.
- 7.13. Appoint a Pay Equity Officer where Pay Equity negotiations and maintenance are required.
- 7.14. Appoint a Constitution Officer.
- 7.15. Appoint an Equity and Anti-Racism, Anti-Oppression Officer.
- 7.16. Appoint Area Representatives.
- 7.17. Attend Executive Meetings, General Membership Meetings and the Annual General Meeting.

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 objective of the Bargaining Unit are carried out.
 - 9.1.4. Presents a written report on the activities of the Bargaining Unit at each General Meeting, including 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.
 - 9.1.7. Ensures each Standing Committee and Ad Hoc Committee has a Chairperson, meets and reports as required.

- 9.1.8. Serves as the Bargaining Unit's Provincial Councillor.
 - 9.1.9. Is an ex-officio member of all Bargaining Unit committees.
 - 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 OSSTF and with other OSSTF Districts within the region.
 - 9.1.13. Serves as a delegate at OSSTF's Annual Meeting of the Provincial Assembly (AMPA).
- 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. May sign cheques, along with the Treasurer, when the President is not able.
 - 9.2.9. Carry out any duties as assigned by the President, according to experience on the Executive.
 - 9.2.10. Serves on the Grievance Committee.
 - 9.2.11. Presents a written report at each General Meeting and Annual General Meeting of the Bargaining unit. This report is to be available to the President two weeks before the date of the meeting where the content is to be presented.
- 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.
- 9.3.9. Presents a written report at each General Meeting and Annual General Meeting of the Bargaining unit. This report is to be available to the President two weeks before the date of the meeting where the content is to be presented.
- 9.4. Chief Negotiator/Grievance Officer
 - 9.4.1. As Chief Negotiator:
 - 9.4.1.1. Is the spokesperson for the negotiating team.
 - 9.4.1.2. Is the Chairperson of the Collective Bargaining Committee.
 - 9.4.1.3. Conducts research in preparation for collective bargaining, with the assistance of the Collective Bargaining Committee.
 - 9.4.1.4. Reports in a timely and regular basis to the Executive and to the Bargaining Unit Members.
 - 9.4.1.5. Represents the Bargaining Unit at all Regional Collective Bargaining Committee meetings.
 - 9.4.1.6. Liaises with the OSSTF Protective Services Secretariat regarding negotiations.
 - 9.4.2. As Grievance Officer:
 - 9.4.2.1. Receives complaints from members who have a possible grievance.
 - 9.4.2.2. Works together with the Executive and OSSTF authorities with regard to decisions concerning grievances.
 - 9.4.2.3. Consults and collects relevant information from members who feel there may be a legitimate grievance.
 - 9.4.2.4. Writes and files grievances.
 - 9.4.2.5. Collaborates and consults with the OSSTF Executive Assistant in the preparation of grievances.
 - 9.4.2.6. Updates the Executive on the status of all grievances.
 - 9.4.2.7. Maintains confidential records of all grievances.
 - 9.4.2.8. Serves on the Grievance Committee.
 - 9.4.2.9. Serves on the Collective Bargaining Committee.
 - 9.4.3. Presents a written report at each General Meeting and Annual General Meeting of the Bargaining Unit. This report is to be available to the President

two weeks before the date of the meeting where the content is to be presented.

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.
- 9.5.12. At least twice a year, the Treasurer shall provide financial reports including expenses to date for each budget line and the financial position of the Bargaining Unit, including all the Bargaining Unit assets, and forward the reports to the District Treasurer, and make available, upon notice of no fewer than five working days, its financial records for audit by the Provincial Office. Results of the most recent audit shall be made available at the General Meeting Prior to the Annual General Meeting.

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 defined in Article 6.
- 9.6.8. Assists the President in carrying out the aims and objectives of the Bargaining Unit.
- 9.6.9. Serves on the Grievance Appeals Committee.
- 9.6.10. May serve as a Delegate or Alternate at OSSTF's Annual Meeting of the Provincial Assembly (AMPA).
- 9.7. Equity and Anti-Racism, Anti-Oppression officer shall:
 - 9.7.1. Support and promote equal opportunity for members, employees, and students.
 - 9.7.2. Foster and promote the dignity of all persons regardless of age, ancestry, citizenship, colour, creed, disability, ethnic origin, family status, gender expression, gender identity, marital status, physical appearance, place of origin, political affiliation, race, religion, sex (including pregnancy and gender), sexual orientation or socioeconomic status.
 - 9.7.3. Coordinate the Equity and Inclusion activities of CAMA/OSSTF.
 - 9.7.4. Advise CAMA/OSSTF Executive on Human Rights.
 - 9.7.5. Liaise with relevant District committees

Bylaw 10 – Area 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 attend regular area representative meetings.
 - 10.1.3. Shall communicate regularly with the Members within the Areas;
 - 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 Chief Negotiator/Grievance Officer.
 - 10.1.6. Shall carry out the duties as determined by the President.
 - 10.1.7. Shall attend General Meetings and the Annual General Meeting.

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;
 - 11.1.1.1. Represent the Bargaining Unit on the Board's Joint Health and Safety Committee, including in worker preparation, ad hoc committee, and sub-committee meetings, if applicable;
 - 11.1.1.2. Notify the President if they are not able to attend worker preparation or Joint Health and Safety Committee meetings so an alternate may attend in their place;
 - 11.1.2. Report on a timely and regular basis to the Executive;
 - 11.1.3. Provide a written report to the Annual General Meeting.
- 11.2. The 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;
 - 11.2.3. Promote and coordinate the growth of the members through educational services initiatives;
 - 11.2.4. Identify, promote, and access training opportunities for the professional growth for members;
 - 11.2.5. Identify, promote, and access funding for professional growth and training activities for members with the assistance of the Treasurer.
- 11.3. Communications and Political Action 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;
- 11.3.4. Be a member of the District Political Action Committee.
- 11.3.5. Promote and co-ordinate the growth of the members through Communication and Political Action initiative.
- 11.3.6. Identify communications and political action concerns of CAMA/OSSTF members and make recommendations to the executive.
- 11.3.7. Promote political action to ensure that legislation regulating educational structures and policies is in the best interest of members.
- 11.3.8. Promote political action to ensure that legislation regarding labour structures and policies is in the best interest of members.
- 11.3.9. Implement political action activities approved by Provincial OSSTF or the Executive.
- 11.3.10. Promote the views and policies of CAMA/OSSTF through communications and political action.
- 11.3.11. Attend Waterloo Region Labour Council as the CAMA/OSSTF delegate.
- 11.3.12. Provide a written report to the Annual General Meeting.
- 11.4. Constitution Officer shall:
 - 11.4.1. Provide assistance to the Executive with the 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

- 12.6. The duties of Provincial Councillor shall be to:
 - 12.6.1. Represent the Bargaining Unit on Provincial Council;
 - 12.6.2. 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. The Grievance Committee shall consist of the Bargaining Unit President, the Vice President, 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. The decisions of the Grievance Committee shall be communicated in writing to the affected members.
- 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, OSSTF Authorities and to the griever(s).
- 14.4. The Grievance Appeals Committee
- 14.4.1. The Grievance Appeals Committee shall consist of the Treasurer, Secretary, 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 Appeals Committee shall request where necessary an extension of the timelines in order to allow for the appeal process.

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—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 President.
 - 16.1.2. Any remaining delegate or alternate positions 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 CAMA/OSSTF Bargaining Unit expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

- 17.6. At least once a year there shall be a completed verified inventory of property including items purchased. Results of 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 regular meeting, the President or designate shall take the chair and conduct business in the following order or may alternate the agenda at the President’s 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. Reports 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. Procedures at Meetings—Parliamentary Authority
 - 18.6.1. Where procedure is unclear and not discussed in either of the Bargaining Unit and OSSTF Constitution or Bylaws, *Democratic 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 President or designate for action and it shall be the joint responsibility of the Bargaining Unit President or designate 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. The Complainant and/or the Respondent may submit a written request for leave to appeal the findings reached and/or the actions taken, within fifteen (15) working days of receiving the written decision, to the Bargaining Unit Grievance Appeals Committee.

If leave to appeal is granted, then the Grievance Appeals Committee will meet within fifteen (15) working days to hear the appeal and shall provide a final written decision within fifteen (15) working days after the completion of the appeal hearing process.

The decision shall:

- Confirm the original decision;
- Vary the original decision, in whole or in part;
- Give such decision that ought to have been pronounced; or
- Refer the matter back to the Bargaining Unit President or designate who made the original decision.

Any decision taken by the Grievance Appeals Committee shall be final and binding and without further right of appeal, except for when the matter is referred back to the Bargaining Unit President or designate, it shall be without prejudice to a party appealing a subsequent decision

granted leave to appeal by the Grievance Appeals Committee.

9. The D24 CAMA 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 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 via personal email and/or posted on the CAMA portion of the District 24 website 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.
- 20.1.6. 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.