



Educational Support Staff

Constitution and Bylaws

ESS/OSSTF District 24

Waterloo

May 2018



This latest revision of the ESS/OSSTF Constitution incorporates the changes authorized by the Annual General Meeting of May 1, 2018. This version supersedes entirely all previous versions of the District 24 ESS/OSSTF Constitution. Excerpt from the Provincial Constitution of OSSTF, Article 9, section 9.2: "A Bargaining Unit shall have such constitution and bylaws as are approved by a general meeting of the membership. The constitution and by-laws of the Bargaining Unit shall not contravene the Constitution and By-Laws of the OSSTF". (A.91)

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CONSTITUTION

Definitions:
In this Constitution

- 1 “Area Representative” shall mean the Member of the ESS/OSSTF Bargaining Unit who
has been elected to co-ordinate/be responsible for OSSTF activities within the defined
Organizational Area of ESS/OSSTF.
- 2 “Advance Polls” shall mean the opportunity for polling to be set up to allow
ESS/OSSTF members to vote in an election, according to the procedures outlined in
Bylaw 5 Elections. (A.15)
- 3 Bargaining Unit” shall be the ESS/OSSTF which is the OSSTF organization of those
members for whom OSSTF holds bargaining rights under the Ontario Labour Relations
Board.
- 4 “Bylaws” shall mean the standing rules governing the membership of the Bargaining
Unit on matters that are entirely within the control of the Bargaining Unit.
- 5 Campaign Material -any media electronic, printed, audio or video espousing the virtues of a
candidate. (A.18)
- 6 “Constitution” shall mean a system of fundamental principles by which the
Bargaining Unit is governed, and includes a basic organization of the Bargaining
Unit.
- 7 “District” shall mean District 24 Waterloo of the OSSTF.
- 8 “General Meeting” shall mean a meeting of the Bargaining Unit Membership to
conduct the business of the unit.
- 9 “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.”
- 10 “Member” shall mean an active member (in good standing) of the ESS/OSSTF (who
is a member of OSSTF).
- 11 “Organizational Area” shall mean an organizational sub-division of the Bargaining
Unit as defined in the Bylaws.
- 12 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 13 “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.
- 14 “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.
- 15 “Levy” shall mean a membership fee imposed and collected as a separate fee from the
Provincial Federation rebate/dues.
- 16 “Quorum” shall mean the minimum number of total voting members that must be
present before a meeting is considered duly constituted and valid. (A.08)
- 17 “Returning Officer” refers to the Returning Officer for Elections. The Returning
Officer shall be the Executive Officer with the assistance of the District Office
Manager and/or the Secretariat. (A.15)
- 18 “Employers” refers to The Waterloo District School Board (WRDSB) and The
Student Transportation Services of Waterloo Region (STSWR) (A.14)

ARTICLE 1 - Name and Authority

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers’ Federation,
District 24, Waterloo, Educational Support Staff (ESS/OSSTF).
- 1.2 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 2 – Objects

- 2.1 The objects of the ESS/OSSTF shall be those described in Article 3 of the Constitution of OSSTF.

ARTICLE 3 – Membership

- 3.1 Members shall include employees employed by the Waterloo Region District School Board and the Student Transportation Services of Waterloo Region as the Educational Support Staff who are Members of OSSTF. (A.09)
- 3.1.1 The membership of this shall include all employees covered under the current collective agreement with the Waterloo Region District School Board and the Student Transportation Services of Waterloo Region. (A.09)
- 3.1.2 All persons shall become members of the bargaining unit upon satisfactory completion of the probationary period with the Waterloo Region District School Board and the Student Transportation Services of Waterloo Region in an ESS/OSSTF position and shall at that time sign an application for membership. The first pay deduction as a member of this shall be specified as the initiation fee. (A.09)

ARTICLE 4 - Dues and Levies

- 4.1 Members of the bargaining unit shall pay annual dues as prescribed in the Bylaws of ESS/OSSTF.
- 4.2 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.
- 4.3 An LTD Administration Fee in the amount of 0.15% shall be deducted by the Employers and remitted to the Bargaining Unit from every active member, except those who are active on the LTD List and any member who opted out of the LTD at its inception.

ARTICLE 5 - Organization

- 5.1 **Bargaining Unit Executive**
- 5.1.1 There shall be an Executive consisting of the following voting members:
- 5.1.1.1 President
- 5.1.1.2 Vice-President
- 5.1.1.3 Treasurer
- 5.1.1.4 Secretary
- 5.1.1.5 Chief Negotiator/Member Services Officer (A.15)
- 5.1.1.6 Executive Officer (A.15)
- 5.1.1.7 Immediate Past President
- 5.2 **Elected ESS/OSSTF Officers**

- 5.2.1 Eleven (11) Area Representatives as defined in the Bylaws. (A.14)

ARTICLE 6 – Meetings

- 6.1 Frequency of Executive Meetings shall be established in the Bylaws.
6.2 There shall be an Annual General Meeting as defined in the Bylaws.
6.3 Special General Meetings may be convened in accordance with the Bylaws.

ARTICLE 7 - Collective Bargaining Committees (A.15)

- 7.1 There shall be two (2) Collective Bargaining Committees for the Bargaining Unit, elected in accordance with the Bylaws. (A.15)
7.1.1 The Collective Bargaining Committees shall be responsible to the Bargaining Unit Executive through the Chief Negotiator/Member Services Officer. (A.15)

ARTICLE 8 - Standing Committees

- 8.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.
8.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a bargaining Unit Executive Meeting at the request of the President.

ARTICLE 9 - Amendments

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

BYLAWS

Bylaw 1 - General Meetings

- 1.1 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 seven (7) working days prior to the date of the meeting.
1.2 The Annual General Meeting shall be held in May of each year.
1.3 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.
1.4 Notice of other General Meetings shall be given in writing at least seven (7) working days in advance of the meeting.
1.5 The President shall convene a General Meeting at which the terms of a tentative local 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 fewer 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 twelve (12) Members present and qualified to vote as per Bylaw 4. (A.08)
- 3.3 A quorum for a General Meeting shall be twelve (12) Members present and qualified to vote as per Bylaw 4. (A.08)

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 local collective agreement or a sanction against the employer.
- 4.1.3 Ratification Procedure – Procedures to ratify a new local collective agreement shall be a vote by secret ballot at the ratification meeting. A second ratification meeting will be held the following morning to facilitate those members who work the evening shift or were unable to attend the first ratification meeting (if required). Ballots will be distributed to members when they sign in. The vote will be called after the local tentative agreement is presented to members. (A16)
 - 4.1.3.1 Results of the ratification vote will be provided to the members in writing within 24 hours of the second ratification meeting. (A16)
 - 4.1.3.2 In accordance with OSSTF Policies and Procedures, in no case shall there be a vote by proxy. (A16)
 - 4.1.3.3 Where a ratification vote is required for a central agreement, OSSTF will determine when, where and how this vote is conducted. If determination is left up to the local bargaining unit, It will be in accordance with the local ratification procedure. (A16)

Bylaw 5 – Elections (A.12)

- 5.1 **General**
 - 5.1.1 Only active and qualified Members of ESS/OSSTF may be candidates for office.
 - 5.1.1.1 A member shall submit a nomination for only one (1) Executive position per election. (A.18)
 - 5.1.2 Elections for the Executive and other Officers shall be by a secret advanced ballot and at the Annual General Meeting.
 - 5.1.3 The Returning Officer shall open nominations for elected positions and all nominations shall be sent to the District Office, attention the Returning Officer.
 - 5.1.4 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their names to the Returning Officer of the Bargaining Unit within the timelines specified in Bylaw 5.2.
 - 5.1.5 All nominations must be supported by two (2) other Members as the mover and the seconder of the motion to nominate.
 - 5.1.6 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.
 - 5.1.7 All Executive Officers shall be elected by the greatest number of votes cast by qualified voting members.
 - 5.1.8 There shall be no proxy votes permitted.

- 5.1.9 The term of office for all Bargaining Unit Executive and Officers (excluding past president) shall be two (2) consecutive years from July 1 to June 30 of the second year. -
- 5.1.10 Executive Officers and Area Representatives and CBC members shall be elected by the Members present at the Annual General Meeting and by the ballots cast in the advance polls for a two (2) year term and represent Members in their assigned area. (A.16)
- 5.1.11 After the ballot count has been announced, and if there is no motion to recount, a motion to destroy the ballots shall be in order and voted upon before proceeding to any other business.
- 5.1.12 Speeches by candidates may be up to five minutes in length. A question period of up to five minutes will be provided for each office with an election.
- 5.1.13 The candidate who receives the most votes shall be declared elected.
- 5.1.14 Each candidate shall be entitled to one (1) scrutineer of their choice to observe the counting of the ballots. (A.08)
- 5.1.15 In even number year's elections of Bargaining Unit Executive Officers shall take place in the following order: Vice President, Treasurer, Chief Negotiator/Members Services Officer, Area Representatives and CBC members. (A.16)
- 5.1.16 In odd number year's elections of Bargaining Unit Executive Officers shall take place in the following order: President, Secretary and one Executive Officer. (A15)

5.2 **Election Timelines**

- 5.2.1 First business day of the week in February, nominations open for Elected Officers.
- 5.2.2 Last business day in February, nominations close.
- 5.2.3 The 20 of campaign materials shall be permitted beginning the first business day of March of the election year. (A.18)
- 5.2.4 The last business day prior to the first advanced Poll, no further release of campaign materials is permitted. (A.18)
- 5.2.5 Advance Polling will open two (2) weeks prior to the Annual General Meeting, at locations predetermined by the Returning Officer. (A.18)
- 5.2.6 There shall be a maximum of 4 (four) advance polls, lasting 1 (one) day at each location (A.15)
- 5.2.7 Members will have the remaining opportunity to vote, provided they have not voted at the advance polls, to vote at the Annual General Meeting.

5.3 **Advance Poll Procedures**

- 5.3.1 The Returning Officer shall record on a master membership list, when each member has registered to vote and voted at the Advance Polls.
- 5.3.2 The Returning Officer shall secure the ballot box by lock, and shall not be opened prior to the Annual General Meeting.
- 5.3.3 There shall be no election campaign material visible in or near the location of advance polling stations.
- 5.3.4 The Returning Officer shall publish the Advance Polling station and schedule to the general membership at least one week prior to the beginning of the advance vote. (A.15)

Bylaw 6 - Duties of Members

- 6.1 It shall be the duty of every ESS/OSSTF Member to comply with the duties of members of OSSTF as defined in the OSSTF Provincial Bylaw 5- Rights, Privileges and Duties.

Bylaw 7 - Duties of the Bargaining Unit Executive

- 7.1 It is the duty of the Bargaining Unit 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 a budget meeting to be held in October each year.

- 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 ESS/OSSTF Members of the Bargaining Unit regarding the management of the ESS/OSSTF business.
- 7.1.5 Fill any vacant position on the Executive, with the exception of the position of President that 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.
- 7.1.7 Attend 75% of all Executive, Area Representative and General Meetings duly called. If not in attendance at 75% of meetings called, a request for resignation could be considered.
- 7.1.8 Shall be responsible for transferring all Bargaining Unit material and records to the Bargaining Unit within thirty (30) days, when their term of office expires. (A.08)

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 a Bargaining Unit 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 Executive.
 - 8.1.11 To be a member of the Collective Bargaining Committee and the Negotiating Team. (A.08)
 - 8.1.12 Delegate duties, where necessary and assign to the Executive.
- 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 Grievance Appeals Committee.
 - 8.2.4 Act as Chair of Area Representative Meetings.
 - 8.2.5 Act as Facilitator for Constitution and Bylaw revisions. (A.08)
 - 8.2.6 Act as Facilitator of the Pay Equity Committee (A.08)
 - 8.2.7 Act as Education Services Officer. (A.12)
- 8.3 The duties of the **Treasurer** shall be to:
 - 8.3.1 Carry out the duties as may be assigned by the District Treasurer.
 - 8.3.2 Carry out the duties of the Treasurer as outlined in Bylaw 14.
 - 8.3.3 Carry out Bargaining Unit Treasurer duties as outlined in the current OSSTF Treasurers' Handbook.
- 8.4 The duties of the **Chief Negotiator/Member Services Officer** shall be to. (A.15)
 - 8.4.1 Chair the Bargaining Unit Collective Bargaining Committee.
 - 8.4.2 Report on a timely and regular basis to the Executive and the Members.
 - 8.4.3 Assume responsibility for the negotiation of the Local Collective Agreements; (A.15)
 - 8.4.4 Be responsible for preparing, with the assistance of the Collective Bargaining Committees, the negotiating brief and presenting the briefs for approval to the Bargaining Unit Executive. (A.15)
 - 8.4.5 Present the terms of settlement of a Collective Agreement to the applicable membership for information and ratification. (A.15)
 - 8.4.6 Represent and report on the CBC at meetings of the Bargaining Unit Executive, and General Meetings. (A.08)

- 8.4.7 Consult and liaise with OSSTF Provincial Protective Services Department. (A.08)
- 8.4.8 Act as chair of the Grievance Committee, be a member of the Collective Bargaining Committee and serve on Collective Bargaining Committee Table Team. (A.15)
- 8.4.9 Inform the President and Executive of all requests for assistance and potential grievances.
- 8.4.10 Develop arguments and policies in pursuing the grievance procedure. (A.15)
- 8.4.11 Consult with any Member who feels he/she has a grievance and collect relevant information. (A.15)
- 8.4.12 Present the grievance on behalf of the member or bargaining unit following the steps outlined in the Collective agreement (A.15)
- 8.4.13 Administer the LTD Plan and facilitate Return to Work procedures. (A.15)
- 8.4.14 Act as liaison between the LTD provider and ESS Executive. (A.15)
- 8.4.15 Represent the Bargaining Unit on the Board's Joint Health and Safety Committee. (A.15)
- 8.4.16 Act on behalf of the Bargaining Unit in regular communication with the Members and report to the Area Representative meetings. (A.15)
- 8.4.17 Organize Workshops for Members.
- 8.4.18 Other duties as may be assigned by the President (A.15)
- 8.5 The duties of the **Secretary** shall be to:
 - 8.5.1 Keep a record of the minutes of all General, Area Representatives and Executive Meetings.
 - 8.5.2 Send a copy of the applicable minutes to each member of the Area Representatives and Executive.
- 8.6 The duties of the **Immediate Past President** shall be to:
 - 8.6.1 Provide assistance, knowledge, expertise and continuity to the Executive and the President to enable a smooth transition of new Executive members, as required. (A.08)
 - 8.6.2 The term of office for an immediate past president shall be one (1) year.
- 8.7 The duties of the **Executive Officer** shall be to: (A.15)
 - 8.7.1 Provide assistance in the coordination of the Area Representatives. (A.15)
 - 8.7.2 Provide assistance and support to the Education Service Officer, (A.15)
 - 8.7.3 Act as Communication Officer and chair the Communications Committee, (A.15)
 - 8.7.4 Participate on the Member Engagement Committee. (A.15)
 - 8.7.5 Assume the role of Area Representative in the event of a vacancy until a replacement is found, (A.15)
 - 8.7.6 Serve as an alternate for Health and Safety. (A.15)
 - 8.7.7 Act as Returning Officer. (A.15)
 - 8.7.8 Other duties as may be assigned by the President. (A.15)

Bylaw 9 – Duties of ESS/OSSTF Officers and Representatives

- 9.1 The duties of **Area Representatives** shall be to:
 - 9.1.1 To be a member of the Grievance/Appeals Committee, if required. (A.08)
 - 9.1.2 Act on behalf of the Bargaining Unit in regular communication with the Members and report on a monthly basis. (A.08)
 - 9.1.3 Carry out other duties as outlined in Bylaw 13.
 - 9.1.4 Attend 75% of all duly called Area Representative meetings in the current year. If not in attendance at 75% of meetings called, a request for resignation could be considered.
 - 9.1.5 To foster the development of a strong, united and active Bargaining Unit. (A.08)
 - 9.1.6 Expected that all Area Representatives attend the Annual General Meeting and the General Meeting. (A.08)
- 9.2 The duties of the **Communications Officer** shall be to:
 - 9.2.1 Work with 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 at least twice per year.
 - 9.2.4 Chair Communications Committee. (A.08)
 - 9.2.5 To ensure that content and material on the Bargaining Unit Website follows OSSTF and District 24 policies. (A.08)

- 9.2.6 To facilitate content changes or enhancements concerning the Bargaining Unit Website. (A.08)
- 9.3 The duties of the **Education Services Officer** shall be: (A.11)
 - 9.3.1 To attend all meetings, if required, of the Bargaining Unit Council and/or Executive Meetings;
 - 9.3.2 To implement programs, local or provincial, in order to promote the educational and professional goals of OSSTF;
 - 9.3.3 To implement and to initiate professional development opportunities for the Members of the Bargaining Unit;
 - 9.3.4 To liaise with the District Educational Services Officer;
 - 9.3.5 To report in writing or in person to the membership at the AGM, if required;
 - 9.3.6 To carry out other duties as assigned by the Bargaining Unit President.

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.
 - 10.1.2 The time and place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.
 - 10.1.3 The formation 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.
- 11.1.2 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 than seven (7) working days prior to the date of the Annual General Meeting.
- 11.1.3 Where such notice has not been given, amendments may be made by a nine-tenths (9/10's) majority vote of the Members present, qualified to vote and voting.
- 11.1.4 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 seven (7) working days prior to the date of the Annual General Meeting.
- 11.1.5 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.
- 11.1.6 Any amendments to ESS/OSSTF Procedures and Policies shall be ratified, rescinded or amended at the next General Meeting by a simple 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.
 - 12.1.1 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 12.2 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.
- 12.3 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: Six (6) Area Representatives from WRDSB's schools and programs (Areas 1 through 6); Four (4) Area Representatives from the WRDSB Education Centre; and one (1) Representative from STSWR. (A.14)
- 13.1.1 Elections shall occur at the Annual General Meeting.
- 13.1.2 The term of office shall be for two (2) years.
- 13.2 An Area Representative Meeting shall be held monthly (September thru June). The date of the meeting will be in accordance with the policy and procedures established by the Executive. (A.10)

Bylaw 14 - Finances

- 14.1 Fiscal year of the ESS/OSSTF shall be from July 1 to June 30.
- 14.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 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 Budget Meeting to be held in October each year.
- 14.3 Cheques drawn on the Bargaining Unit account shall require two signatories of three.
- 14.3.1 One of the signatories will normally be the Treasurer; the President or the Chief Negotiator/Member Services Officer is the other signatory. (A15)
- 14.3.2 In the event that the Treasurer is unable to perform the duties, the Chief Negotiator/Member Services Officer is deemed to be the other mandatory signatory. (A.15)
- 14.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on ESS/OSSTF Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.
- 14.4.1 Members on approved full-time or federation release will not be paid meeting payments for meetings attended but will be paid traveling and other related expenses. (A15)
- 14.4.2 All Committee members and Area Representatives will be paid \$15.00 plus traveling expenses for each committee/area representative meeting attended as authorized by the Executive.
- 14.4.3 All other Executive members will be paid \$20.00 plus traveling expenses for each Executive Meeting attended.
- 14.4.4 The traveling expenses will be paid at the current Board mileage rate for single drivers. If one qualified additional passenger is taken in the same vehicle, the mileage will increase by .20 cents. For two (2) or more qualified additional passengers, in the same vehicle, the rate will be increased by .40 cents. (A.08)
- 14.4.5 The Executive may provide an honorarium (up to a maximum of \$250.00 per year) to members who have made an outstanding contribution of time and effort to the Bargaining Unit. (A.08)

Bylaw 15 – Standing Committees

- 15.1 **Nominations**
- 15.1.1 The Chairperson for the Nominations Committee shall be the Returning Officer for Elections.
- 15.1.2 The Nominations Committee shall accept and verify nominees for the Elected positions to be voted upon at the Advance Polls and Annual General Meeting. Ballots shall be prepared for all

positions. 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 or designate will conduct the election, call for scrutineers, present the list of nominees and call for any further nominations from the floor, if applicable.

15.2 Recognition Dinner

15.2.1 The Executive will appoint a committee which shall include the Treasurer, to organize an Annual Recognition Dinner at which members with 20, 25, 30, 35 and 40 years of service with the ESS/OSSTF District 24 Bargaining Unit will be recognized. The Executive may confer awards of merit at this annual event. (A.08)

15.2.2 The Treasurer, as a committee Member, shall present all budgetary items to the Executive for approval.

15.2.3 The ESS/OSSTF shall cover the meal cost of all ESS/OSSTF Members and guests invited by the Bargaining Unit Executive.

15.2.4 All related expenses are subject to prior budgetary approval by the Executive no later than the May Executive Meeting.

15.2.5 For the purpose of calculating seniority, the period shall be from September 1 to August 31 and use the ESS start date. (A.11)

15.3 Position Review

15.3.1 The Executive will appoint at least two (2) members to serve on the joint Position Review committee as representatives of the ESS/OSSTF during the review of member positions.

15.4 ESS Collective Bargaining Committee (A.15)

15.4.1 The Collective Bargaining Committee (CBC) shall consist of the President, Chief Negotiator/Member Services Officer, at least two (2) representatives from each of elementary, secondary and central office, and at least four (4) additional representatives from various departments. (A15)

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

15.4.3 The Chief Negotiator/Member Services Officer will chair this committee. (A15)

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

15.4.5 The Table Team shall consist of the President, Chief Negotiator/Member Services Officer and up to two (2) members from the CBC elected by the CBC. (A15)

15.5 STSWR Collective Bargaining Committee (A.15)

15.5.1 The Collective Bargaining Committee (CBC) shall consist of the President, Chief Negotiator/Member Services Officer, , STSWR Area Representative and at least two (2) representatives from the Student Transportation Services of Waterloo Region (A15)

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

15.5.3 The Chief Negotiator/Member Services Officer will chair this committee. (A15)

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

15.5.5 The Table Team shall consist of the President, Chief Negotiator/Member Services Officer and up to two (2) members from the CBC elected by the CBC. (A15)

15.6 Pay Equity Committee (A.12)

15.6.1 Facilitate meetings with the Employer to ensure maintenance of Pay Equity.

15.6.12 The Pay Equity Committee shall be comprised of the President and 1 (one) member at large, along with the Facilitator, the Vice President.

15.6.1.3 The member at large shall be appointed by the Executive.

15.7 Member Engagement Committee

15.7.1 Summary

15.7.2 The committee shall collaborate and prepare information, media and events to engage members, particularly our newest members about what our OSSTF Union Federation and Bargaining Unit

have to offer.

15.7.3 **Mandate**

15.7.3.1 The committee shall meet and prepare pertinent information that will inform and engage ESS/OSSTF District 24 members.

15.7.3.2 The committee shall coordinate distribution (if any) of any information deemed to be published.

15.7.3.4 The committee shall consult with the ESS/OSSTF Bargaining Unit Executive on any recommendations the committee may have relating to its mandate and before any material is published or distributed.

15.7.3.5 The committee shall develop a work plan and budget and make a recommendation to ESS/OSSTF Bargaining Unit Executive for approval.

15.7.3.6 Administrative, operational and personnel concerns brought to the attention of the Committee shall be referred to the ESS/OSSTF Bargaining Unit Executive.

15.7.3.7 Regular updates of Committee activities shall be provided to the ESS/OSSTF Bargaining Unit Executive by the Chair of the Committee.

15.7.4 **Committee Structure**

15.7.4.1 Membership is comprised of active ESS/OSSTF District 24 members in good standing.

15.7.4.2 The committee shall consist of a minimum of 3 members and not more than 6.

15.7.4.3 The chair of the committee will be appointed by the ESS/OSSTF Bargaining Unit Executive.

15.7.4.4 ESS/OSSTF District 24 members in good standing may attend Committee meetings as “resource people” when invited.

15.7.4.5 The Communication Officer shall be a member of the committee.

15.7.4.6 A current Executive Member shall be appointed to serve as liaison by the Executive.

15.7.4.7 The term of office for the Committee Members shall be 3 years.

15.7.5 **Conditions of Membership**

15.7.5.1 Alternates are not allowed.

15.7.5.2 Members shall participate fully in Committee discussions.

15.7.5.3 A request for resignation may be considered for a member who is not in attendance of 75% of the duly called meetings.

15.7.6 **Role of Chair**

15.7.6.1 Report to ESS/OSSTF Bargaining Unit Executive in a timely manner. This report may be written or in person as requested.

15.7.6.2 Present Committee recommendations to ESS/OSSTF Bargaining Unit Executive for consideration and approval.

15.7.6.3 Ensure that the duties of the Committee listed in the Terms of Reference are carried out.

15.7.6.4 The Chair shall speak to all issues within the mandate of the Committee that arise at general meetings.

15.7.7 **Meetings**

15.7.7.1 The minutes of the meeting shall be recorded in writing and shall include the date, time, attendance, topic, decision of the Committee and outcome of any vote.

15.7.7.2 A Committee Secretary shall be appointed by the Committee to take the Committee minutes.

15.7.7.3 A quorum half the members plus the chair shall be in attendance for a meeting to proceed for the purpose of carrying out the Committees business. If the official chair of the Committee is absent a Chair shall be selected. If no quorum is reached within (30) thirty minutes of the scheduled starting time then the meeting may be cancelled.

15.7.7.4 Meetings shall be held at least once every two (2) months on a regular schedule. Special meetings may be held at the call of the Chair.

15.7.7.5 If Committee members are unable to attend a meeting they are required to notify the Committee Secretary in advance and if a meeting is cancelled or postponed, the Committee Secretary shall notify Committee members before the meeting date.

15.7.8 **Communications**

15.7.8.1 The Chair will present recommendations to the ESS/OSSTF Bargaining Unit Executive for approval.

- 15.7.8.2 The Chair may make public statements to the membership in conjunction with the Communications Officer and the ESS/OSSTF President when required.

Bylaw 16 - Duties of the Collective Bargaining Committees (A.15)

- 16.1 It shall be the duty of the Collective Bargaining Committees to: (A15)
- 16.1.1 Survey the applicable membership. (A15)
- 16.1.2 Prepare a negotiating brief for local bargaining.
- 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 local 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 local Collective Agreement available to all Members twenty-four (24) hours prior to a ratification meeting. (A16)

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 Chief Negotiator/Member Services Officer within 24 hours. (A15)
- 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 grievor is uncomfortable dealing with the Area Representative.
- 17.2.3 The grievor with the assistance of the Area Representative, if required may present the facts of the case to the Grievance Committee. The committee may question the presenter. (A.08)
- 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 grievor.
- 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 President, Chief Negotiator/Member Services Officer, and the appropriate Area Representative, if required. (A.15)
- 17.3.2 Inform the Bargaining Unit Executive in a timely manner, recommendations being made by the Grievance Committee pertaining to grievance decisions. (A.08)
- 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 timeline extension on the grievance in order to allow for the appeal process.
- 17.4.5 The Chief Negotiator/Member Services Officer shall notify the grievor on the decision of the appeal. (A15)
- 17.4.6 A member may further appeal the decision to the Field Secretary at the Provincial Office of OSSTF.

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

- 19.1 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and bylaws.
- 19.2 The selection of the delegates/alternates to AMPA shall be in accordance with the District and Provincial Constitution and Bylaws.
- 19.3 The ESS/OSSTF delegates to AMPA shall be the Bargaining Unit Executive Members as per Article 5 – Organization.
- 19.3.1 If the determined number of delegates/alternates is more/less than the number of Bargaining Unit Executive Members then the organization hierarchy will apply as per Article 5.1. If more delegates/alternates are required, the Bargaining Unit Executive may appoint from the membership.

Bylaw 21 - Parliamentary Authority

- 21.1 The Parliamentary Authority will be as stated in the OSSTF Rules of Order, Rule 11– Authorities.

ESS/OSSTF Procedures and Policies

Policy 1 - President's Position

- 1.1 The Executive will give consideration to having the position of President as full-time release according to the Board's procedures.
- 1.2 Expectations of the full-time President's position would be forty hours per week, 12 months per year with the hours being flexible.
- 1.3 The position would be paid at the minimum Level E, Step 5, 40-hour week salary grid of the current collective agreement or the current salary of the incumbent, whichever is higher. (A15)
- 1.3.1 If the president elect held a position higher than level E, the salary will continue and be maintained at that same level on the 40-hour grid.
- 1.4 Use of vacation and sick time would be based upon the incumbent's current allocation of days with the Board.
- 1.5 There would be no loss of salary, seniority or benefits provided the Bargaining Unit reimburses the Board for the replacement cost of the President's leave according to the Board's procedures.
- 1.6 The President will be afforded all the rights and entitlements outlined in the Collective Agreement. (A15)

Policy 2 - Retirees

- 2.1 All ESS/OSSTF Members who retire at fifty-five (55) years of age or over with a minimum of ten (10) years of seniority with ESS/OSSTF or its predecessor, will receive a gift of one hundred dollars (\$100). This will be paid once in a lifetime. (A.12)
- 2.2 All ESS/OSSTF Members who retire at fifty-five (55) years of age or over with a minimum of ten (10) years of seniority with ESS/OSSTF or its predecessor, will receive the option to join the Ontario Municipal Retirees Association upon their discretion. The lifetime membership fee will be paid by ESS/OSSTF in the amount of \$25. (A.12)

Policy 3 - Bereavement Donations & Member Illness Gifts

- 3.1 In the event of a death of a Member, the President and / or delegate will support and participate in the District 24 Memorial Service. (A16)

Policy 4 – Anti-Harassment Policy

- 4.1 ESS/OSSTF members shall observe and adhere to the policies outlined in the District 24 Anti-Harassment Policy (A.08)

Policy 5 – Chief Negotiator/Member Services Officer Position (A.15)

- 5.1 The Executive will give consideration to having the position of a Chief Negotiator/Member Services Officer as full-time release according to the collective agreement. (A15)
- 5.2 Expectations of the full-time Chief Negotiator/Member Services Officer position would be thirty-five hours per week, 12 months per year with the hours being flexible. (A15)
- 5.3 The position would be paid at the minimum Level E, Step 5, 35-hour week salary or the current wage, whichever is higher. (A.15)
- 5.3.1 If the Chief Negotiator / Member Services Officer held a position higher than level E the salary will continue and be maintained at the same level on the 35-hour grid.
- 5.3.2 Use of vacation time and sick time would be based upon the incumbent's current allocation of days with the Board.
There will be no loss of salary, seniority or benefits provided the Bargaining Unit reimburses the Board for the replacement cost of the Chief Negotiator/ Members Services Officer leave according to the Board Procedures. (A16)
- 5.4 The Chief Negotiator/Member Services Officer will be afforded all the rights and entitlements outlined in the Collective Agreement. (A15)

Policy 6 – Investment Reserves (A.15)

- 6.1 The Investment Reserves will be used for the following purposes:
- 6.1.1 **Recognition**
- 6.1.1.1 Provide a recognition dinner to members. Expenditures for this purpose must be approved by motion at a General Meeting.
- 6.1.2 **Property**
- 6.1.2.1 Provide maintenance of the District Building up to and including expansion. Expenditures for this purpose must be approved by motion of the Bargaining Unit Executive and Area Representatives.
- 6.1.3 **Strike Action**
- 6.1.3.1 Provide special contingency funding for strike action. Expenditures for this purpose must be approved by motion of the Bargaining Unit Executive.
- 6.2 Any expenditure that exceeds \$25,000 must be approved by motion of the Executive and Area Representatives.
- 6.2.1 Any expenditure that exceeds \$50,000 must be approved by motion of the Executive, Area Representatives and by members at a General Meeting.

[OSSTF/FEESO Constitution, Bylaws and Procedures](http://www.osstf.on.ca/en-CA/about-us/constitution-bylaws-policies)

<http://www.osstf.on.ca/en-CA/about-us/constitution-bylaws-policies>

OSSTF RULES OF ORDER

Rule 11 – Authorities

- 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, 3rd Edition, McGraw-Hill Book Co., 1993.
 - 11.1.4 Bourinot's Rules of Order, 4th Edition, revised by J. Gordon Dubroy, McLelland and Stewart Limited, Toronto, 1995.
- 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.