



CONSTITUTION AND BYLAWS

Ontario Secondary School Teachers Federation

District 11

Thames Valley

CONTINUING EDUCATION INSTRUCTORS

BARGAINING UNIT

May 2023

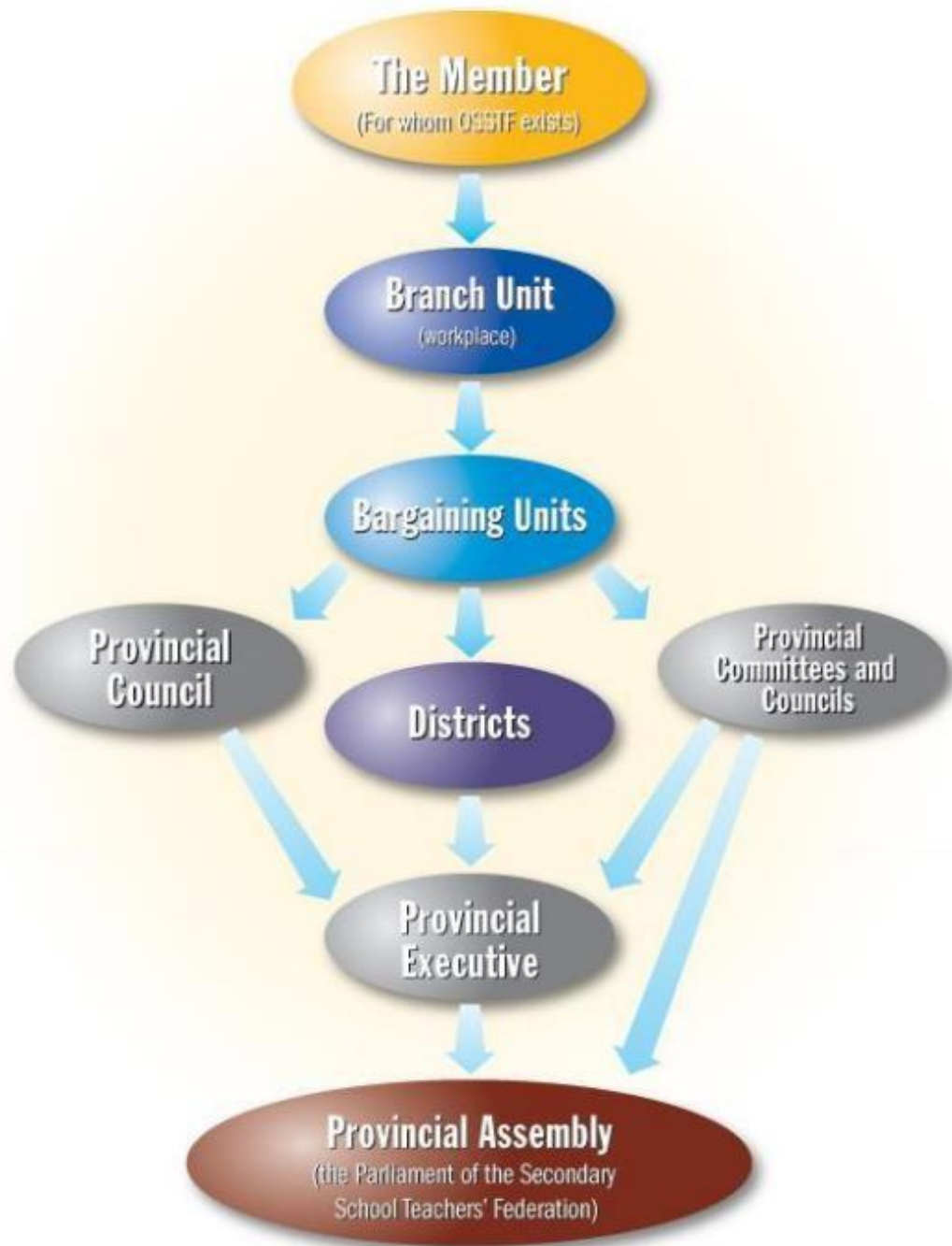


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Definitions:

In this Constitution

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "Bargaining Unit" shall be the Continuing Education Instructors which is the OSSTF organization of those Members for whom OSSTF holds bargaining rights under the Ontario Labour Relations Act.
3. "District" shall mean OSSTF District 11, Thames Valley.
4. "Member" shall mean an active member (in good standing) of the Continuing Education Instructors Bargaining Unit who is a Member of OSSTF.
5. "Constitution" shall mean a system of fundamental principles governing the Bargaining Unit.
6. "Bylaws" shall mean the standing rules governing the membership of the Bargaining Unit made under this constitution, on matters within the control of the Bargaining Unit.
7. "Policy" shall mean a stand or a position taken by the Bargaining Unit in accordance with its Bylaws.
8. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the unit.
9. "Procedures" shall mean the detailed rules established by the Bargaining Unit Executive to govern the regular operation of the Bargaining Unit. Procedures shall be consistent with the Constitution, Bylaws, and Policies.
10. "Area Representative" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given Organizational Area.
11. "Job Class Representatives" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given job class.
12. "Workplace Representative" shall mean the Member of the Bargaining Unit who has been designated to coordinate OSSTF activities at a workplace.
13. "PRN" shall mean Provincial Responsibility for Negotiations; the Provincial Executive may maintain the responsibility for negotiations or may resume responsibility for negotiations for any Bargaining Unit.

ARTICLE 1 - Name and Authority

- 1.1 This Bargaining Unit shall be known as the Continuing Education Instructors' Bargaining Unit, Ontario Secondary School Teachers' Federation, District 11.
- 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 Continuing Education Instructors Bargaining Unit shall be those set out in Article 4 of the Provincial Constitution and Bylaws of OSSTF. (AGM 2023)
- 2.2 The ethics of the Continuing Education Instructors Bargaining Unit shall be those set out in Article 5 of the Provincial Constitution and Bylaws of OSSTF. (AGM 2023)
- 2.3 The objects of the Continuing Education Instructors (CEI) Bargaining Unit shall be 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. (AGM2017)

- 2.4 To secure and maintain for all Active Members of the CEI Bargaining Unit equal collective bargaining rights including the right to strike. (AGM 2017)
- 2.5 To bargain collectively on behalf of its Active Members. (AGM 2017)
- 2.6 To promote and advance the cause of public education. (AGM 2017)

ARTICLE 3 - Membership

- 3.1 The Members shall be Adult Literacy and Basic Skills Instructors, English Second Language Instructors, International Language Instructors and French Second Language Instructors who are employed by the Thames Valley District School Board. (AGM 2023)

ARTICLE 4 - Dues and Levies

- 4.1 Members shall pay annual dues as prescribed in the Bylaws of 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.

ARTICLE 5 - Organization

- 5.1 Bargaining Unit Executive
 - 5.1.1 There shall be an Executive consisting of the following voting members:
 - 5.1.1.2 President/Grievance Officer
 - 5.1.1.3 Vice President
 - 5.1.1.4 Secretary (AGM 2017)
 - 5.1.1.5 Treasurer (AGM 2017)
 - 5.1.1.6 Chief Negotiator (elected by CBC)
 - 5.1.1.7 Workplace Representatives: (AGM 2022)
 - a) 2 Representatives from Wheable, B. Davison, Westminster (1 LBS and 1 ESL)
 - b) 1 Representative from Montcalm, Banting (ESL)
 - c) 2 Representatives for the counties & Alternate Sites (1 LBS, 1 ESL) - South London, Oneida, Blossom Park, FESPA, library sites, and any additional of sites not listed
 - d) 1 Representative for International Languages & French as a Second Language (combined)
 - 5.1.1.8 Equity, Anti-Racism and Anti-Oppression Officer (AGM 2023)
 - 5.1.2 The following positions shall be non-voting members of the executive: (AGM 2023)
 - 5.1.2.1 Immediate Past President (1 year term) (AGM 2023)

ARTICLE 6 - Meetings

- 6.1 The 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.

- 6.4 The chairperson of any Bargaining Unit Standing Committee shall attend an Executive Meeting at the request of the President.
- 6.5 Meetings of the Bargaining Unit or Branches shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF/FEESO Constitution and Bylaws. (AGM 2019)

ARTICLE 7 - Standing Committees

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

ARTICLE 8 - Collective Bargaining

- 8.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the Bylaws.
- 8.2 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

ARTICLE 9 - Amendments

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

ARTICLE 10 – Bylaws

- 10.1 The Bargaining Unit, in an Annual General Meeting called in accordance with the Bylaws, may pass Bylaws not inconsistent with this Constitution or its Bylaws concerning (AGM 2021):
- 10.2 The procedures for the selection of its office holders;
- 10.3 The management of its own internal organization and administration;
- 10.4 The time, place, and conduct of its Annual General Meeting, and its other meetings;
- 10.5 The establishment, amendment, or deletion of Bargaining Unit Procedures and / or Policies;
- 10.6 The conducting of the Bargaining Unit’s financial affairs; and (AGM 2023)
- 10.7 The administration and maintenance of the Collective Agreement which is in effect and applicable to the members.

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 fifteen (15) working days prior to the date of the meeting.
- 1.2 Notice of other General Meetings shall be given to Members by the Bargaining Unit President or designate in writing at least three (3) working days in advance of the meeting.
- 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 All meetings must allow for simultaneous aural communication. (AGM 2023)
- 1.5 Executive Session**
 - 1.5.1 The General Membership shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body (AGM 2021).
 - 1.5.2 The standard resolution to move into Executive Session should be worded as follows: “Be it resolved that this House move into Executive Session, with the Chairperson in the Chair, minimal staff present, and the doors tyld” (AGM 2021).

- 1.5.3 All matters discussed in Executive Session shall remain confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session (AGM 2021).
- 1.5.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the Unit's public record unless the Membership specifically directs otherwise (AGM 2021).
- 1.5.5 Within Executive Session, the standard rules of order shall be followed unless the Membership specifically directs otherwise (AGM 2021).
- 1.5.6 A resolution to rise from Executive Session shall be moved at the end of the Session (AGM 2021).
- 1.5.7 The resolutions directing the Membership to move into and rise from Executive Session are the only public record of the Executive Session (AGM 2021).
- 1.5.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session (AGM 2021).

1.6 Virtual Meetings

- 1.6.1 Virtual meetings may be convened when participation in face-to-face meetings may not be required or face-to-face meetings are prohibited for any reason (AGM 2021).
- 1.6.2 Attendees will be required to pre-register to gain access to the meeting. This pre-registration will include (AGM 2021):
 - a) The member's first and last name.
 - b) their branch/worksites.
 - c) their personal email address.
- 1.6.3 Voting at virtual meetings will occur using one or more of the following methods, as appropriate (AGM 2021):
 - a) Raising one's hand while on-camera and visible to the chair.
 - b) Using a "raise hand" feature of the virtual meeting platform.
 - c) Responding to a poll within the virtual meeting platform.
 - d) Responding using the chat feature.
 - e) Utilizing an external electronic voting platform (e.g., OSSTF Voting Centre)
- 1.6.4 A virtual/hybrid meeting participant manual describing those features such as, but not limited to, inter-participant communication and voting procedures will be approved by Council will be sent electronically to participants at least 24 hours prior to the meeting (AGM 2021).

BYLAW 2 - Executive Meetings

- 2.1 The Bargaining Unit Executive shall meet at the call of the President. (AGM 2019)
- 2.2 The Bargaining Unit Executive will hold its first meeting on the last Monday of September and shall meet no fewer than 5 times per year. (AGM 2021)
- 2.3 The Bargaining Unit President shall call a meeting of the Executive when at least 30 % of the Members of the Executive make such a request in writing to the President. (AGM 2019)
- 2.4 The Minutes of an Executive Meeting shall be kept in a secure location for a period of seven years, whereafter they shall become part of the Unit's public record unless the Membership specifically directs otherwise. (AGM 2023)

BYLAW 3 - Quorum

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the voting Members of the Executive.
- 3.2 A quorum for a General Meeting and the Annual General Meeting shall be those Members present, qualified to vote and voting.

BYLAW 4 - Voting

- 4.1 Any OSSTF Member of the Bargaining Unit may attend, speak, and vote at any duly convened General Meeting.
- 4.2 Any employee in the Bargaining Unit may vote on the ratification of a proposed collective agreement or on a strike against the employer. Such votes shall be by secret ballot.

BYLAW 5 - Elections

- 5.1 Only Members of OSSTF may be candidates for office and who are members of the CEI Bargaining Unit.(AGM 2022)
- 5.2 Voting for the Executive shall be by secret ballot at the Annual General Meeting. Each candidate may appoint a scrutineer. (AGM 2019)
- 5.3 There shall be an Elections Committee appointed by the Bargaining Unit Executive to bring forward a list of candidates for election to the Bargaining Unit Executive at the Annual General Meeting.
- 5.4 Any member in good standing may run for a position and/or make a nomination. Nominations for executive positions must be in writing and include the names of the nominator and seconder at least 10 days prior to the election. (AGM 2022)
 - 5.4.1 The Nomination period will open 28 days prior to the election date and close ten days prior to the election (AGM 2021).
- 5.5 Any Member may be nominated from the floor at the Annual General Meeting. The nomination must be supported by two (2) other Members in attendance of the meeting, can be by verbal support or raised hand. (AGM 2022)
- 5.6 Elections for Executive shall be in the order listed in Article 5.1 of the Constitution.
- 5.7 At the AGM, each candidate will be allotted three (3) minutes to make a campaign speech to the membership. The order of speeches will be determined randomly by position in the following order: President/Grievance Officer, Vice-President, Secretary, Treasurer, Equity, Anti-Racism and Anti-Oppression Officer. (AGM 2023)
- 5.8 Defeated candidates shall be considered for other offices if they choose.
- 5.9 The term of office shall be for two (2) years from July 1 to June 30.
- 5.10 A candidate who receives a majority of the votes cast on any ballot shall be declared elected. Should no candidate receive a majority on the first ballot, the candidate receiving the fewest number of votes shall be dropped from succeeding ballots until a majority is reached. In the event of the two lowest candidates receiving the same number of votes, with more than three candidates on the ballot, both the tied candidates shall be dropped. (AGM 2019)
- 5.11 Workplace Representatives, which includes all job classes shall be elected at the Annual General Meeting. (AGM 2019)
- 5.12 Elections will be held in odd years. (AGM 2022)

BYLAW 6 - Duties of Members

- 6.1 The duties of Members shall be those set out in Bylaw 2 of the current edition of the OSSTF Constitution and Bylaws (AGM 2021).

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 the 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 OSSTF Members of the Bargaining Unit regarding the business of the Continuing Education Instructors' Bargaining Unit.
 - 7.1.5 Fill any vacant position on the Executive, with the exception of the position of President which shall be filled in accordance with the Bylaws.
 - 7.1.6 Establish a Grievance Committee which shall investigate complaints and advise the Executive on filing grievances.
 - 7.1.7 Establish procedures for the ratification of a Collective Agreement.
 - 7.1.8 Attend Provincial and/or District meetings and workshops.
 - 7.1.9 Appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend. (AGM 2012)
 - 7.1.10 Appoint an Anti-Harassment Officer for each meeting of the Bargaining Unit Executive meetings. (AGM 2019)
 - 7.1.11 Representatives of Standing Committees shall be appointed by the Bargaining Unit Executive (AGM 2023)

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 all Executive and General Meetings. (AGM 2023)
 - 8.1.3 Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Constitution and Bylaws (AGM 2021).
 - 8.1.4 Be an ex-officio member of all Bargaining Unit committees.
 - 8.1.5 Attend all District Executive Meetings or ensure that a Member of the Executive attends.
 - 8.1.6 Report to the Members at the Annual General Meeting.
 - 8.1.7 Be a member of the Collective Bargaining Committee and the Table Team.
 - 8.1.8 Represent all members of the Bargaining Unit fairly.
 - 8.1.9 Ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.

- 8.1.10 Serve as the Bargaining Unit's Provincial Councilor. (AGM 2012)
- 8.1.11 Represent the Bargaining Unit at the meetings of the District.
- 8.1.12 Serve as Grievance Officer (AGM 2022)
- 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 Carry out duties as may be assigned by the President.
 - 8.2.3 Chair all meetings of the Bargaining Unit Executive. (AGM 2019)
- 8.3 The duties of the **Secretary** shall be to:
 - 8.3.1 Keep a record of the minutes of all Executive and General Meetings.
 - 8.3.2 Send a copy of the minutes to the District Executive Assistant. (AGM 2023)
 - 8.3.3 Carry out the duties as may be assigned by the President.
- 8.4 The duties of the **Treasurer** shall be to:
 - 8.4.1 Carry out the duties as may be assigned by the President.
 - 8.4.2 Carry out the duties as may be assigned by the District Treasurer.
 - 8.4.3 Carry out the duties as described in the Bylaws.
- 8.5 The duties of the **Immediate Past President** shall be to:
 - 8.5.1 Carry out the duties as determined by the President.
 - 8.5.2 Act in a non-voting advisory role for a year during the transition for the new Bargaining Unit President (AGM 2023)
- 8.6 The duties of the **Workplace Representatives** shall be to (AGM 2021):
 - 8.6.1 Carry out the duties as determined by the President.
 - 8.6.2 Carry out the duties as outlined in the Bylaws.
- 8.7 The duties of the **Chief Negotiator** shall be to:
 - 8.7.1 Chair the Bargaining Unit Collective Bargaining Team.
 - 8.7.2 Report on a timely and regular basis to the Executive and the Members.
 - 8.7.3 Carry out the duties as determined by the President.
- 8.8 The duties of the **Grievance Officer** shall be to:
 - 8.8.1 Act as Chair of the Grievance Committee

- 8.8.2 Consult with any Member who feels he/she has a grievance, collect relevant information, and present the information to the Grievance Committee.
- 8.8.3 Develop detailed knowledge of arguments and positions of the Bargaining Unit on each grievance.
- 8.8.4 Present the Bargaining Unit's case at grievance meetings as required by the Collective Agreement.
- 8.8.5 Attend all approved Provincial and/or District workshops pertaining to the grievance process.
- 8.9 **Equity, Anti-Racism and Anti-Oppression Officer** (AGM 2023)
- 8.9.1 to attend Equity Officers conferences.
- 8.9.2 to assist with the implementation and evaluation of strategic equity initiatives and priorities.
- 8.9.3 to help build awareness on equity, anti-racism and anti-oppressive issues in the Bargaining Unit
- 8.9.4 to support and amplify equity and sovereignty seeking groups within the Bargaining Unit.
- 8.9.5 to liaise with other Equity and Anti-Racism, Anti-Oppression Officers and appropriate Committees and community organizations within the District to coordinate initiatives.
- 8.9.6 to make recommendations to the TBU Executive Council to assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation.
- 8.9.7 to attend District Executive Council meetings as a non-voting member on a rotational basis.

BYLAW 9 - Duties of the General Meeting

- 9.1 A General Meeting of the Bargaining Unit may adopt Bylaws consistent with or rescind Bylaws inconsistent with the Provincial Constitution and Bylaws of OSSTF concerning (AGM 2023):
 - 9.1.1 Election procedures for Bargaining Unit Officers. (AGM 2023)
 - 9.1.2 The time and place and conduct of the Annual General Meeting and other special General meetings of the Bargaining Unit.
 - 9.1.3 The formulation of procedures. (AGM 2023)
 - 9.1.4 The establishment, amendment, or rescission of Bargaining Unit policy.
 - 9.1.5 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 10 - Amendments to the Constitution and Bylaws

- 10.1 Amendments to the Constitution and Bylaws may be made at a General Meeting of the Bargaining Unit.
- 10.2 Amendments to the Constitution may be made by a two-thirds 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 21 calendar days prior to the date of the General Meeting. (AGM 2014)
 - 10.2.1 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.

- 10.3 Amendments to the Bylaws may be made by a simple majority 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 21 calendar days prior to the date of the General Meeting. (AGM 2014)
- 10.3.1 Where such notice has not been given, amendments may be made by a three-quarters majority vote of the Members present, qualified to vote and voting.
- 10.4 Any amendments to Procedure or Policy 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 11 - Vacancy

- 11.1 If there is a vacancy in any Bargaining Unit Executive position, except the position of the President, the Bargaining Unit Executive shall solicit nominations to fill the vacancy until the end of the term of office. (AGM 2022)
- 11.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 11.3 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.
- 11.4 The position of Immediate Past President shall remain vacant unless the immediate previous President assumes the position for a period not to exceed 1 calendar year. (AGM 2022)

Bylaw 12 - Grievance Committee

- 12.1 The Grievance Committee shall consist of the President/Grievance Officer and two other Members of the Bargaining Unit Executive.
- 12.1.1 Grievance Committee selection procedure: Consider number of applicants and conflict of interest i.e., executive members involved in grievance, not on the appeal committee. (AGM 2023)
- 12.2 The Grievance Committee shall:
 - a) consider all grievances presented to the committee;
 - b) maintain confidentiality to the grievor;
 - c) inform the member and the Bargaining Unit Executive of the committee's recommendation on whether a grievance should be filed;
 - d) inform the member of the appeal process.
- 12.3 All decisions of the committee shall be by a simple majority.
- 12.4 **Appeal Procedures**
- 12.4.1 A Member may appeal in writing the decision of the Grievance Committee.
- 12.4.2 Such appeal shall be filed within five (5) working days of receiving the committee's decision.
- 12.4.3 The Grievance Committee shall request, when necessary, a time extension on the grievance in order to follow the appeal process.
- 12.4.4 The Grievance Appeals Committee shall consist of three (3) Members, of the Bargaining Unit Executive, that are not on the Grievance Committee. (AGM 2022)
- 12.4.5 A quorum for the Grievance Appeals Committee shall be a simple majority. (AGM 2022)
- 12.4.6 The Bargaining Unit Member who has requested an appeal will be invited to present the case for the grievance at a meeting of the Grievance Appeals Committee. The Member may have the assistance of another member of the Bargaining Unit Executive.

- 12.4.7 The Grievance Appeals Committee will consider the appeal in Executive session and communicate their decision to the Bargaining Unit member and the Grievance Officer as soon as possible. (AGM 2023)

Bylaw 13 - Finances

- 13.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 13.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the Budget as approved at the Annual General Meeting.
- 13.3 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.
- 13.4 Cheques drawn on the Bargaining Unit account shall require 1 of 2 signatures, being either the District Treasurer's or the District President's. (AGM 2023)
- 13.5 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on the OSSTF Bargaining Unit expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.
- 13.6 It is the duty of the Annual General Meeting to approve the budget for the following fiscal year (AGM 2021).

BYLAW 14- Collective Bargaining

- 14.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of up to five (5) Members in addition to Chief Negotiator
- 14.2 The Bargaining Unit Executive shall appoint representatives to fill any vacancies. (AGM 2023)

BYLAW 15 - Duties of the Collective Bargaining Committee.

- 15.1 It shall be the duty of the Collective Bargaining Committee to:
- a) elect a Chief Negotiator from the Committee;
 - b) survey the membership;
 - c) prepare a negotiating brief
 - d) seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF;
 - e) communicate regularly with the Members on the progress of negotiations.
- 15.1.1 Members of the Collective Bargaining Committee will also make up the Table Team. (AGM 2019)
- 15.1.2 PRN Team will consist of the Bargaining Unit President, the Chief Negotiator and one other member elected from the Table Team. (AGM 2019)
- 15.2 Ratification**
- 15.2.1 When the Bargaining Unit Executive determines that an offer shall be presented to the membership, the President shall convene a General Meeting at which the terms and conditions of a tentative agreement will be presented (AGM 2021).
- 15.2.2 The Bargaining Unit Executive shall arrange to conduct a vote for employees to accept or reject the tentative agreement. The vote shall be conducted by secret ballot at times and locations which are reasonably convenient for employees.
- 15.2.3 All employees recognized by the Ontario Labour Relations Board as part of the Continuing Education Instructors' Bargaining Unit are entitled to vote on the proposed collective agreement.
- 15.2.4 Ratification requires a simple majority of those voting to accept the terms of the tentative agreement.

- 15.2.5 Ratification ballots shall state:
The terms of the agreement should be accepted.
or
The terms of the agreement should be rejected.

BYLAW 16 - Workplace Representative (AGM 2023)

- 16.1 The Workplace Representatives shall be divided into the following areas (AGM 2023):
- a) 2 Representatives from Wheable, B. Davison, Westminster (1 LBS and 1 ESL)
 - b) 1 Representative from Montcalm, Banting (ESL)
 - c) 2 Representatives for the counties & Alternate Sites (1 LBS, 1 ESL) - South London, Oneida, Blossom Park, FESPA, library sites, and any additional sites not listed.
 - d) 1 Representative for International Languages & French as a Second Language (combined)
- 16.2 The Workplace Representatives shall be elected at the Annual General Meeting. (AGM 2023)
- 16.3 The Workplace Representative shall (AGM 2023):
- a) be a member of the Bargaining Unit Executive
 - b) Communicate with members within their designated area
 - c) communicate problems to the Executive
 - d) report possible Management violations of the Collective Agreement to the Executive

BYLAW 17 - Delegates to Annual Meeting of the Provincial Assembly

- 17.1 All Bargaining Unit Provincial Councilors shall be members of the AMPA delegation. (AGM 2012)
- 17.2 Duties of the delegates shall be in accordance with the Provincial OSSTF Constitution and Bylaws. (AGM 2023)

BYLAW 18 - Standing Committees (AGM 2012)

- 18.1 Standing Committees - Representatives of Standing Committees including but not limited to: Grievance Committee, Collective Bargaining, Constitution, Mutual Concerns, Pay Equity, Staffing, Health and Safety, Political Action, Education Services, Communications/Excellence in Education, and Human Rights and Status of Women shall be appointed by the Bargaining Unit Executive. Member representative's name(s) to be reported at the Annual General Meeting. (AGM 2023)
- 18.2 The Standing Committee Members shall:
- a) Attend regular committee meetings
 - b) Report to the BU Executive as requested
- 18.3 Notwithstanding, clause 18.1, members may be appointed by the CEI Bargaining Unit Executive to represent the Bargaining Unit on Standing Committees where a vacancy occurs. (AGM 2021)
- 18.4 Where possible, there shall be equal representation for each job class on the Mutual Concerns Committee and the Staffing Committee. (AGM 2017)
- 18.5 The Mutual Concerns Committee shall consist of: Federation Services Officer, Bargaining Unit President, 1 ESL Member, 1 LBS Member and where possible 1 IL Member (AGM 2017)
- 18.6 **Special Ad-Hoc Committees**
- 18.7 Special or ad-hoc committees shall be established from time to time to (AGM 2021):
- 18.8 Meet the needs of the Membership, or
- 18.9 Meet the requirements of the Collective Agreement with the Employer.

Bylaw 19 - Provincial Councillor

- 19.1 The selection of Provincial Councillor shall be in accordance with the District and Provincial Constitution and Bylaws. (AGM 2014)
- 19.2 The Bargaining Unit President shall be a member of Provincial Council. (AGM 2014)

Bylaw 20 - Anti-Harassment and Anti-Bullying Policy

- 20.1 The district shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions (AGM 2021).
- 20.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by District Council (AGM 2021).

OSSTF Anti-Harassment Statement (AGM 2021)

A member of OSSTF has the right to a workplace and union environment free from harassment and bullying. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well being, and union solidarity. Such actions are not only destructive, they can be illegal.

Harassment and discrimination can take many forms and may be verbal, physical, or psychological. They can involve a wide range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be indirect or overt; they may be isolated or repeated.

However, acts of harassment and discrimination are always degrading, unwelcome and coercive: They are always unacceptable.

As members of OSSTF, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these Behaviours when we witness them. As OSSTF members, we must speak out against this conduct and stand together to protect human rights. We must take action.

OSSTF is committed to strengthening member solidarity, and in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all sponsored OSSTF events and meetings.

Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with District 11 OSSTF Policies and Bylaws and the Resolution and Complaint Procedure, as approved by the District Annual Meeting 2021.

Bylaw 21 - Anti-Harassment and Anti-Bullying Resolution and Complaint Procedure

- 21.1 A member who believes he/she has been the target of harassment or discrimination at an OSSTF meeting or event is encouraged to take immediate action to ensure this behaviour is stopped (AGM 2021).
- 21.2 As a first step, the member should make it clear to the perpetrator that he/she finds the behaviour offensive and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party (AGM 2021).
- 21.3 If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, he/she should speak with the designated Anti-Harassment officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the person(s) in charge and ask that someone be appointed (AGM 2021).
- 21.4 The designated Anti-Harassment 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 Anti-Harassment officer(s), with the approval of the District President, may remove the respondent temporarily from the meeting if circumstances warrant (AGM 2021).

- 21.5 The investigation shall be handled confidentially; however, all complaints will be reported by the designated Anti-Harassment officer(s) to the District President (AGM 2021).
- 21.6 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 Anti-Harassment Officer for action and it shall be the joint responsibility of the District President and the Anti-Harassment officer in charge to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken (AGM 2021).
- 21.7 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 of the appropriate body (AGM 2021).
- 21.8 The District Executive on the request of a member may review decisions (AGM 2021).
- 21.9 The District President shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years (AGM 2021).
- 21.10 None of the above restricts a member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to police (AGM 2021).

Bylaw 22 - Anti-Harassment Policy Appeals Procedure

- 22.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti - Harassment Policy may appeal this decision using the following procedure (AGM 2021):
- 22.2 Within 5 days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing (AGM 2021).
- 22.3 Within 2 days of receiving the request, the Bargaining Unit President shall appoint 3 members of the Bargaining Unit Appeals Committee to consider the appeal (AGM 2021).
- 22.4 Within 3 days, the Bargaining Unit Appeals Committee shall meet to consider the appeal (AGM 2021).
- 22.5 The Bargaining Unit Appeals Committee shall review the complaint, the investigation process and findings, and the decision (AGM 2021).
- 22.6 Following the review, the Committee shall either confirm or modify the decision (AGM 2021).
- 22.7 The decision of the Bargaining Unit Appeals Committee shall be consistent with the Bargaining Unit's Anti – Harassment Policy (AGM 2021).
- 22.8 The Bargaining Unit Appeals Committee shall report the decision on the Appeal to the Bargaining Unit President within 5 days after the meeting at which the Appeal is considered (AGM 2021).
- 22.9 Within 2 days of receiving the decision of the Bargaining Unit Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing (AGM 2021).
- 22.10 The decision of the Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal (AGM 2021).

Bylaw 23 - Dependent Care

- 23.1 If a unit officer attends an OSSTF meeting or workshop after school or on the weekend and incurs childcare costs in order to attend the meeting or workshop, the rate of remuneration shall be \$15.00 per hour of childcare, payable by the Unit (AGM 2021).

Rules for General Membership Electronic Meetings (AGM 2021).

1. **Login Information.** The District Office shall send an email to every member of the TBU, at least 24 hours before the meeting, the time of the meeting, the URL and codes necessary to connect to the Internet meeting service, and, as an alternative phone numbers to connect by audio only.
2. **Login time.** The District Office shall schedule Internet meeting service availability to begin at least 10 minutes before the start of each meeting.
3. **Signing in and out.** Members shall identify themselves as required to sign into the Internet meeting service and shall maintain Internet and audio access throughout the meeting whenever present but shall sign out upon any departure before adjournment.
4. **Quorum calls.** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand may be made following any vote for which the announced totals add to less than a quorum.
5. **Technical requirements and malfunctions.** Each member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
6. **Chat function.** The chat in the Internet meeting service will not be used in the meeting for any purpose. It is suggested that the chat function be disabled for the meeting.
7. **Forced disconnections.** The chair may cause or direct the disconnection or muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting and recorded in the minutes.
8. **Assignment of the floor.** To seek recognition by the chair, a member shall raise virtual hand, raise their hand while their video or ask through their phone.
9. **Interrupting a member.** A member who intends to make a motion or request that under the rules may interrupt a speaker by speaking into their mic, raising a virtual hand, raising their hand with their video, and shall thereafter wait a reasonable time for the chair's instructions before attempting to interrupt the speaker by voice.
10. **Motions submitted in writing.** A member intending to make a main motion, to offer an amendment, or to propose instructions to a committee, shall, before or after being recognized, read the motion and the secretary could post the motion in writing to the online area (share screen) designated by the Recording Secretary for this purpose, preceded by the member's name and a number corresponding to how many written motions the member has so far posted during the meeting (e.g., "SMITH 3: "; "FRANCES JONES 2:").
11. **Display of all motions.** The Recording Secretary shall share their screen or designate an online area exclusively for the display of the immediately pending question and other relevant pending questions (such as the main motion, or the pertinent part of the main motion, when an amendment to it is immediately pending); and, to the extent feasible, the Recording Secretary, or any assistants appointed

by him or her for this purpose, shall cause such questions, or any other documents that are currently before the meeting for action or information, to be displayed therein until disposed of.

12. **Voting.** Votes shall be taken by the anonymous voting feature of the Internet meeting service, unless a different method is ordered by the President or required by the rules. When required or ordered, other permissible methods of voting are by electronic roll call or by audible roll call. The chair's announcement of the voting result shall include the number of members voting on each side of the question and the number, if any, who explicitly respond to acknowledge their presence without casting a vote. Business may also be conducted by unanimous consent.
13. **Video display.** [For groups using video, but in which the number of participants is too large for all to be displayed simultaneously:] The chair or their assistants shall cause a video of the chair to be displayed throughout the meeting.