



**CONSTITUTION AND BYLAWS  
2014-2015**

**Ontario Secondary School Teachers Federation**

**District 11**

**Thames Valley**

**CONTINUING EDUCATION INSTRUCTORS**

**BARGAINING UNIT**

*As amended from the AGM 2014*

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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.

## **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 - Objectives**

- 2.1 The objects of the Continuing Education Instructors Bargaining Unit shall be those set out in Article 3 of the Constitution of OSSTF.
- 2.3 The ethics of the Continuing Education Instructors Bargaining Unit shall be those set out in Article 4 of the Constitution of OSSTF.

### **ARTICLE 3 - Membership**

- 3.1 The Members shall be Adult Basic Education Instructors, English Second Language Instructors, Driver Education Instructors, International Language Instructors, and Swim Instructors who are employed by the Thames Valley District School Board. (AGM2005)

### **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:

5.1.1.1 Immediate Past President

5.1.1.2 President/Grievance Officer

5.1.1.3 Vice President

5.1.1.4 Secretary/Treasurer

5.1.1.5 Chief Negotiator (elected by CBC)

5.1.1.6 Four Area Representatives and up to one representative from each job class of the Continuing Education Instructors Bargaining Unit (AGM2011)

### **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.

### **ARTICLE 7 - Standing Committees**

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

## **ARTICLE 8 - Collective Bargaining**

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

## **ARTICLE 9 - Amendments**

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

## **BYLAWS**

### **Bylaw 1 - General Meetings**

- 11 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.
- 12 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.
- 13 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.

### **Bylaw 2 - Executive Meetings**

- 2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per school year.
- 2.2 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.

### **Bylaw 3 - Quorum**

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

### **Bylaw 4 - Voting**

- 41 Any OSSTF Member of the Bargaining Unit may attend, speak, and vote at any duly convened General Meeting.
- 42 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**

- 56 Only Members of OSSTF may be candidates for office.
- 52 Elections for the Executive shall be by secret ballot at the Annual General Meeting.
- 53 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 Candidates who want their name to appear on the ballot may indicate their intention to run for office by submitting their nomination, supported by two (2) other Members' signatures at least 10 days prior to the election.
- 55 Any Member may be nominated from the floor at the Annual General Meeting. The nomination must be supported by two (2) other Members' signatures.
- 5.6 Elections for Executive shall be in the order listed in Article 5.1 of the Constitution.
- 57 Defeated candidates shall be considered for other offices if they choose.
- 58 The term of office shall be for two (2) years from July 1 to June 30.
- 5.9 Job Class Representatives  
Job Class Representatives for IL, LBS, and ESL shall be elected at the Annual General Meeting. (AGM 2012)

## **Bylaw 6 - Duties of Members**

- 61 The duties of Members shall be those set out in Bylaw 5 of the OSSTF Handbook..

## **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)

## **Bylaw 8 - Duties of the Executive Members**

81 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 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.

82 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.

83 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 each member of the Executive and the District Secretary.

8.3.3 carry out the duties as may be assigned by the President.

84 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.

85 The duties of the Immediate Past President shall be to:

8.5.1 carry out the duties as determined by the President.

86 The duties of the Area Representatives shall be to:

8.6.1 carry out the duties as determined by the President.

8.6.2 carry out the duties as outlined in the Bylaws.

87 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 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 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.

**Bylaw 9 - Duties of the General Meeting**

- 91 A General Meeting of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:
  - 9.1.1 election procedures for Bargaining Unit Officers and delegates to Sector.
  - 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 formation of internal organizations and procedures.
  - 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**

- 101 Amendments to the Constitution and Bylaws may be made at a General Meeting of the Bargaining Unit.
- 102 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.
- 103 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.
- 104 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 a vacancy 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.
- 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.

### **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.
- 12.2 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 elected members of the Bargaining Unit Executive that did not take part in the decision to deny the grievance.
  - 12.4.5 A quorum for the Grievance Appeals Committee shall be three (3) Members.
  - 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 camera and communicate their decision to the Bargaining Unit member and the Grievance Officer as soon as possible.

### **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.

- 133 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.
- 134 Vouchers drawn on the Bargaining Unit account shall require 1 of 2 signatures, being either the District Treasurer or the District President. (AGM2005)
- 135 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.

#### **Bylaw 14- Collective Bargaining**

- 141 The Collective Bargaining Committee for the Bargaining Unit shall consist of up to 5 Members in addition to Chief Negotiator.
- 142 The Collective Bargaining Committee shall be elected at the Annual General Meeting.
- 143 The Bargaining Unit Executive shall appoint representatives to fill any vacancies.

#### **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.
- 152 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 settlement will be presented.
- 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 that 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 - Area Representative**

- 161 The Bargaining Unit shall be divided into the following areas:
- a) L o n d o n ;
  - b) E l g i n ;
  - c) M i d d l e s e x ;
  - d) O x f o r d .
- 162 One representative per area shall be elected at the Annual General Meeting.
- 163 The term of office shall be for 2 years from July 1 to June 30.

- 16.4 The Area Representative shall:
- a) be a Member of the Bargaining Unit Executive;
  - b) communicate with the Members within their designated Area;
  - c) communicate problems to the Executive;
  - d) report possible 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 OSSTF Constitution and Bylaws.

**Bylaw 18 - Standing Committees (AGM 2012)**

- 18.1 Standing Committees - Representatives of Standing Committees including but not limited to: Collective Bargaining, Constitution, Mutual Concerns, pay Equity, Staffing, Health and Safety, Political Action, Education Services, Communications/Excellence in Education, and Human Rights/Status of Women shall be appointed. Member representative's name(s) to be reported at the Annual General Meeting.
- 18.2 The Standing Committee Members shall:
- a) Attend regular committee meetings
  - b) Report to the BU Executive as requested

**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 – Bargaining Unit Policy (AGM2008)**

- 20.1 Anti-Harassment Policy - Anti Harassment Statement and Resolution and Complaint Procedure (appendix A)
- 20.1.2 All members of District 11 shall respect and adhere to the District 11 Anti Harassment Policy and Procedures contained in Bylaw 10 of the District 11 Constitution.

# OSSTF DISTRICT 11 District Anti-Harassment Policy

(appendix A)

(Proposed interim Feb. 2008)

## Anti-Harassment Statement

*Let us not take thought for our separate interests, but let us help one another.*

A member of District 11 OSSTF has the right to a union environment free from harassment.

Harassment has a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are not only destructive, they can be illegal.

Harassment can take many forms and may be verbal, physical, or psychological. It 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 are always unacceptable.

As members of District 11 OSSTF, our goal must be to promote mutual respect and trust. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these behaviours when we witness them. As District 11 OSSTF members, we must speak out against this conduct and stand together to protect one another. We must take action.

District 11 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 District 11 OSSTF events and meetings.

Any member who feels targeted by harassment must be able to speak up and know his or her concerns will be responded to in a timely fashion in accordance with District 11 Policies and Bylaws and the Resolution and Complaint Procedure as approved by District Executive Council.

## Resolution and Complaint Procedure

Any member who believes that he or she has been the target of harassment at any District 11 OSSTF meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.

As the first step, the member claiming to have been harassed should make it clear to the other member that the behaviour is 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.

If the behaviour recurs or persists, or if the claiming member (claimant) does not feel safe in approaching the other member, the claimant should speak with the designated harassment officer(s) (DHO) and ask the officer for assistance. For all District executive and committee meetings, and normally for Bargaining Unit executive and committee meetings, the DHO will be the Federation Services Officer assigned. If, for some reason, no DHO has been designated, the member should speak with the Federation Services Officer (FSO) or the Executive member in charge of the meeting/event to ask that one be appointed.

The DHO will investigate the complaint promptly, which may include separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the DHO with the approval of the District President may remove the respondent member temporarily from the meeting if circumstances warrant.

The investigation shall be handled confidentially; however all complaints will be reported immediately by the DHO to the appropriate Bargaining Unit President(s) and the District President.

If the complaint cannot be resolved informally, the claimant will be asked to put his or her concerns and all relevant information in writing. If the claimant chooses to provide the concerns in writing, it will be submitted to the District President. Actions taken shall be the joint responsibility of the District President, the appropriate Bargaining Unit President(s), and the Federation Services Officer or Executive Member in charge. Under normal circumstances, actions taken will include conducting an investigation, determining if the behaviour falls under the definition of harassment, and deciding on appropriate remedial action. The parties involved, including the respondent and claimant, will receive a written report stating the findings and any action(s) taken.

Resolutions may include, but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from current and/or future meetings/events. If a decision is made to remove or exclude that member, and where this member is a recognized OSSTF representative of or within a Bargaining Unit, a confidential letter outlining the reasons for the decision will be sent to the President of the appropriate body from the District President.

Decisions may be reviewed by Provincial Judicial Council on the request of the member.

The District President, and possibly the appropriate Bargaining Unit President(s), 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 members right to file a complaint with the Ontario Human Rights Commission or make a complaint police.