



CONSTITUTION AND BYLAWS

Ontario Secondary School Teachers Federation

District 11

Thames Valley

CONTINUING EDUCATION INSTRUCTORS

BARGAINING UNIT

July 01 2019

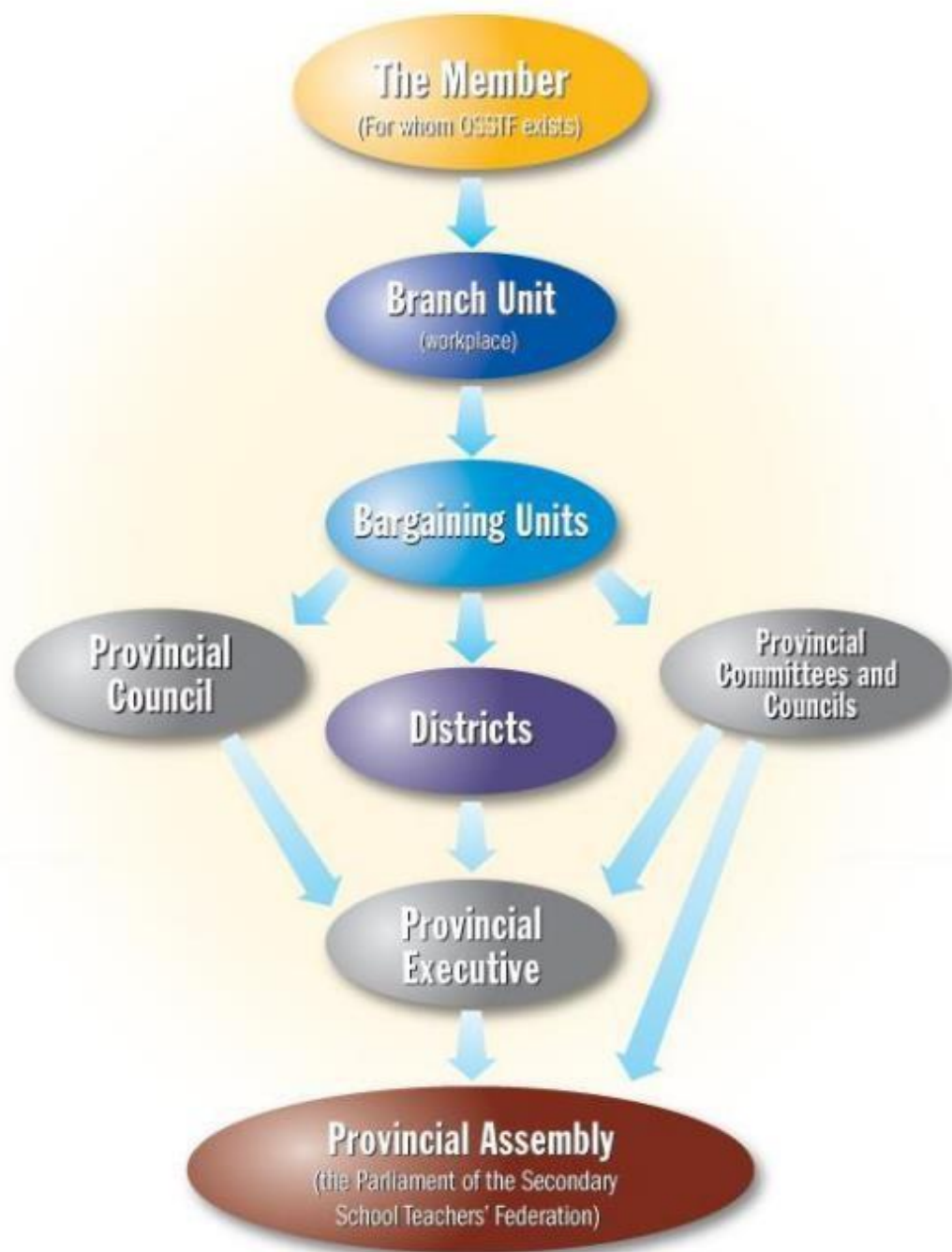


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Definitions:

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 - Objects

- 2.1 The objects of the Continuing Education Instructors Bargaining Unit shall be those set out in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the Continuing Education Instructors Bargaining Unit shall be those set out in Article 4 of the Constitution of OSSTF.
- 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, Driver Education Instructors, International Language Instructors, French Second Language Instructors and Swim Instructors who are employed by the Thames Valley District School Board. (AGM 2019)

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 (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 2019)

- a) 2 Representatives from Wheable & B.Davison (1 LBS and 1 ESL)
- b) 1 Representative from Montcalm
- c) 1 Representative from Banting
- d) 1 Representative for Village Green, Westminster & South London (combined)
- e) 2 Representatives for the counties & Alternate Sites (1 LBS, 1 ESL)
- f) 1 Representative for International Languages & French as a Second Language (combined)

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.

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 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.

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 less than 5 times per year. (AGM 2019)
- 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)

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.
- 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 and signatures of the nominator and seconder at least 10 days prior to the election. (AGM 2019)

- 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' signatures.
- 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 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, Vice-President, Secretary, Treasurer (AGM 2019)
- 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)

Bylaw 6 - Duties of Members

- 6.1 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)
 - 7.1.10 To appoint an Anti-Harassment Officer for each meeting of the Bargaining Unit Executive meetings (AGM 2019)

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 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.

8.2 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 to 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 each member of the Executive and the District Secretary.

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.

8.6 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.

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 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

9.1 A General Meeting of the Bargaining Unit may adopt Bylaws consistent with or rescind Bylaws inconsistent with the Constitution and Bylaws of OSSTF concerning (AGM 2019):

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

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

Bylaw 14- Collective Bargaining

- 14.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of up to 5 Members in addition to Chief Negotiator.
- 14.2 The Collective Bargaining Committee shall be elected at the Annual General Meeting.
- 14.3 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.
- 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 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

- 16.1 The Bargaining Unit shall be divided into the following areas:
- a) London
 - b) Elgin;
 - c) Middlesex;
 - d) Oxford
- 16.2 One representative per area shall be elected at the Annual General Meeting.
- 16.3 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 Councillors 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: Grievance Committee, Elections Committee, 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 by the Bargaining Unit Executive. Member representative's name(s) to be reported at the Annual General Meeting. (AGM 2019)
- 18.2 The Standing Committee Members shall:
- a) Attend regular committee meetings
 - b) Report to the BU Executive as requested
- 18.3 Notwithstanding members may be appointed by the CEI Bargaining Unit Executive to represent the Bargaining Unit on Standing Committees where a vacancy occurs (AGM 2017)
- 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)

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.
- 20.1.3 Principles of Respectful Workplace and Federation Environments (AGM2017)
- A. OSSTF District 11 CEI expects co-operation from all OSSTF CEI members in maintaining every member's right to a respectful union environment free from harassment. (AGM2017)
 - B. OSSTF District 11 CEI believes that acts of harassment are always unacceptable. Members of OSSTF District 11 CEI must have as their goal the promotion of mutual respect and trust. Members cannot tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. Members must speak out against this conduct and stand together to protect one another. Members must take action. (AGM2017)
 - C. OSSTF District 11 CEI 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 OSSTF District 11 CEI events and meetings. (AGM2017)
 - D. Any member who feels targeted by harassment must be able to speak up and know that 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 Executive Council. (AGM2017)
 - E. CEI District 11 members are entitled to make complaints without reprisal or threat of reprisal. Members who engage in any retaliation or reprisal resulting from a complaint or who make frivolous or vexatious complaints of harassment against other CEI OSSTF members are subject to appropriate union disciplinary action. (AGM2017)

Anti-Harassment Policy

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

A member of OSSTF/FEESO 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.

Inadvertent, hidden and systemic harassment and discrimination must be identified and addressed. The roots of systemic harassment and discrimination include but are not limited to racism, sexism, and homophobia and transphobia. OSSTF/FEESO does not condone harassment or discrimination on the basis of age, national or ethnic origin, colour, religion, sex, gender identity, sexual orientation, race, socio-economic status or mental or physical disability.

Acts of harassment and discrimination are always degrading, unwelcome and coercive. They are always unacceptable.

As members of OSSTF/FEESO, 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/FEESO members, we must speak out against this conduct and stand together to protect human rights. We must take action.

OSSTF/FEESO 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 provincially sponsored OSSTF/FEESO 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 OSSTF/FEESO Bylaws and the Resolution and Complaint Process as found in the OSSTF/FEESO Policies and Procedures."

Anti-Harassment Procedure

A member who believes s/he has been the target of harassment or discrimination at a provincially sponsored OSSTF/FEESO meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.

As a first step, the member should make it clear to the perpetrator that s/he 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.

If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated officer(s) and ask her/him to act.

If no officer has been designated, the member should speak with the Secretariat in charge to ask that one be appointed.

The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s), with the approval of the General Secretary, may remove the respondent temporarily from the meeting if circumstances warrant.

The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the General Secretary.

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 General Secretary for action and it shall be the joint responsibility of the General Secretary and the Secretariat in charge to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. While conducting the investigation, the general secretary and Secretariat will be informed by an understanding of the systemic roots of discrimination and harassment as expressed in the OSSTF/FEESO Equity Statement.

The parties involved will receive a written report stating the findings and any action taken.

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. The General Secretary shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.

Decisions may be reviewed by the Appeal Committee of Provincial Council on the request of a member, as outlined in the OSSTF/FEESO Policies and Procedures.

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.