

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
RAINBOW DISTRICT 3

CONSTITUTION
&
BY-LAWS

of the

EDUCATIONAL SUPPORT STAFF UNIT

(bold means a new proposed change and underline means a
proposal to delete)

Revised May 2009

CONSTITUTION

Definitions

In this Constitution:

1. "O.S.S.T.F." shall mean the "Ontario Secondary School Teachers' Federation".
1. "Bargaining Unit" shall mean the Office, Clerical and Technical employees known as Educational Support Staff which is the O.S.S.T.F. organization of those members for whom O.S.S.T.F. holds bargaining rights under the appropriate legislation.
2. "District" shall mean **Rainbow District 3, of O.S.S.T.F., unless otherwise stated.**
3. "Member" shall mean an active or member in good standing who is employed by the Rainbow District School Board.
5. **"Executive Meeting" shall mean a meeting of the elected Executive of the Bargaining Unit membership to conduct the current business of the unit**
6. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the unit.
7. **The "Annual General Meeting" shall mean the meeting of the Bargaining Unit that is held in May of each year to conduct the business of the Unit, to recognize the retirees and to give reports from the elected Executive members.**
8. "By-laws" shall mean the standing rules governing the membership of the Bargaining Unit **made under this Constitution on matters of internal regulation** and matters which are entirely within the control of the Bargaining Unit.
9. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit and includes a basic organization of the Bargaining Unit.
10. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
11. "Procedures" shall mean detailed rules established by the Bargaining Unit Executive to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policy.
12. "Immediate Past President" - for the purpose of interpretation of the Constitution and By-laws, the "Immediate Past President" shall be the person who held the position of President in the year immediately prior to the year in which the person became "Immediate Past President".
13. "Area Representative" shall mean a member of the Bargaining Unit who has been elected to represent one of the geographical areas of Manitoulin, Espanola, and Sudbury.

14. "Negotiating Team" shall mean a group of Members selected in accordance with the By-laws to negotiate a collective agreement with the employer.
15. **"AMPA" shall mean the Annual Meeting of the Provincial Assembly.**

ARTICLE 1 - Name and Authority

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 3, Educational Support Staff Unit (ESSU).
- 1.2 Any part of the Bargaining Unit Constitution, By-laws, Policies, and/or Procedures which are in contravention to the O.S.S.T.F. and/or District Constitution, By-laws, Policies and/or Procedures are null and void.

ARTICLE 2 - Objectives

- 2.1 The **objectives** of the unit shall be:
 - 2.1.1 first and foremost to protect its members, both individually, and collectively in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;
 - 2.1.2 to bargain collectively on behalf of its members;
 - 2.1.3 to promote a high standard of professional ethics and a high standard of professional competence;
 - 2.1.4 to support and promote equal opportunity within education;
 - 2.1.5 to foster and promote the dignity of all persons regardless of **gender**, sexual **orientation**, race, religion, **age** or cultural origin.

ARTICLE 3 - Membership

- 3.1 Members shall include all permanent, temporary, and casual - office, clerical and technical employees employed by the Rainbow District School Board in District 3, OSSTF.

ARTICLE 4 - Dues & Levies

- 4.1 Members shall pay annual dues as prescribed in the By-laws of O.S.S.T.F.
- 4.2 In addition to the dues prescribed by O.S.S.T.F., 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 The Unit Executive shall consist of the following voting members:
- a) Immediate Past-President
 - b) President,
 - c) Vice-President
 - d) Secretary/Treasurer,
 - e) Provincial Councillor (when the size of the unit exceeds 150 F.T.E. members)
 - f) Chief Negotiator
 - g) Area Representatives as defined in Article 9.
 - h) Grievance Officer

ARTICLE 6 - Collective Bargaining

- 6.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-laws.
- 6.2 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

ARTICLE 7 - Standing Committees

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

ARTICLE 8 - Amendments

- 8.1 Amendments to this constitution may be made at a General Meeting as provided in the By-laws.

ARTICLE 9 - Area Representatives

- 9.1 There shall be area representatives for Manitoulin, Espanola, and Sudbury.
- 9.2 There shall be one representative for each 50 members or part thereof.

B Y - L A W S

BYLAW 1 **Unit Federation Year**

- 1.1 For fiscal matters and terms of office, the Unit Federation Year shall be from July 1 to the following June 30.

BYLAW 2 **General Meetings**

- 2.1 Notice of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) calendar days prior to the date of the meeting.
- 2.2 Notice of other General Meetings shall be given to the Members in writing at least seven (7) working days prior to the date of the meeting.
- 2.3 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.
- 2.4 The Annual General Meeting shall be held in May.

BYLAW 3 **Executive Meetings**

- 3.1 The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per school year.
- 3.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty (30) percent of the members of the Executive make such a request in writing to the President.

BYLAW 4 **Quorum**

- 4.1 A quorum for meetings of the Executive shall be a simple majority of the total voting members of the Executive.
- 4.2 A quorum for the Annual General Meeting shall be fifteen (15) percent of the Membership.
- 4.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting.

BYLAW 5
Elections

- 5.1 Elections for the Executive and Committee Officers shall be **held every 2 years on the even numbered year** by secret ballot at the Annual General Meeting.
- 5.2 There shall be a nominations 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.
- 5.3 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by two other Members' signatures, to the Secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election.
- 5.4 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two other Members as mover and seconder of the motion to nominate.
- 5.5 Elections for Executive shall be in the order listed in Article 5 of the Constitution.
- 5.6 Everyone of the Bargaining Unit Executive shall be elected by the majority vote (**51%**) of those Members present, qualified to vote and voting.
- 5.7 Defeated candidates shall be considered for other offices remaining for election if they choose.

BY-LAW 6
Duties of Membership

- 6.1 It is the duty of the membership to:
 - 6.1.1 elect members of the Executive of the Unit in accordance with Article 5 of the Constitution at the Annual General Meeting;
 - 6.1.2 elect within their own areas, representatives on the Unit Executive as required by Article 5 of the Constitution;
 - 6.1.3 consider and vote on Constitutional and Bylaw amendments;
 - 6.1.4 comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in O.S.S.T.F. Provincial By-law-5 Rights, Privileges and Duties, By-law 5.2 - Duties of Members.

BY-LAW 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 **the Annual** General Meeting.

- 7.1.2 recommend and evaluate policy; assign or recommend projects to the Unit; and establish Ad Hoc Committees **when needed**, and their terms of reference.
- 7.1.3 communicate regularly with the OSSTF District office and the Unit members regarding the management of the Unit business.
- 7.1.4 give final approval to the Unit's negotiating brief.
- 7.1.5 establish procedures for the ratification of a Collective Agreement.
- 7.1.6 establish a grievance committee which shall investigate and determine the manner in which grievances are conducted.

BY-LAW 8
Duties of 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 O.S.S.T.F. Handbook.
 - 8.1.4 be an ex-officio member of all Bargaining Unit committees.
 - 8.1.5 report to the Bargaining Unit Executive and Members the activities and concerns of the District.
 - 8.1.6 report to the Members at the Annual General Meeting.
 - 8.1.7 be a member of the Negotiating Team.
 - 8.1.8 represent the Bargaining Unit at Sector meetings.
 - 8.1.9 represent the Bargaining Unit at the **Bargaining Unit Presidents' Meetings**; the District Executive Executive **Meetings**; and the **Spring** Assembly
 - 8.1.10 represent the Bargaining Unit at AMPA
- 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 the duties as may be assigned by the President.
 - 8.2.3 act as chairperson of the unit nominating committee

- 8.2.4 review the Unit's Constitution yearly along with the District Officer and make suggested amendments to the Annual General Meeting.**
- 8.3 The duties of the **Secretary-Treasurer** shall be to:
- 8.3.1 **at all meetings, take minutes and distribute them to the Executive members and the District Officer, prior** to the following meeting.
- 8.3.2 email a copy of the minutes of the General Membership meetings to each member of **the** Executive, the District **3 office secretary** and to each workplace where there are members of the bargaining unit.
- 8.3.3 represent the Unit on the District Finance Committee.
- 8.3.4 prepare a financial report and a projected budget in conjunction with the District Treasurer and Unit Executive for presentation at the Unit Annual General Meeting.
- 8.3.5 ensure that expense vouchers and cheque requisitions bear the signatures of either the President or Vice-President and the Treasurer before forwarding them to the District Treasurer for payment.
- 8.4 The duties of the **Provincial Councillor** shall be to:
- 8.4.1 attend all meetings of the Provincial Council.
- 8.4.2 report to the Unit Executive and at General Meetings to the Unit membership **after each Provincial Meeting.**
- 8.4.3 attend the Annual **Meeting of the** Provincial Assembly **during the first four days of the March Break.**
- 8.4.4 in concert with the District President, prepare a written report for the District Meeting following each Provincial Council meeting.**
- 8.5 The duties of the **Area Representatives** shall be to:
- 8.5.1 represent the area **members** at the Unit and District Executive meetings
- 8.5.2 carry out the duties as determined by the President
- 8.5.4 encourage members in their area **to become members** of the District Standing Committees
- 8.5.3 carry out the duties as outlined in the By-laws.
- 8.6 The duties of the **Grievance Officer** shall be to:
- 8.6.1 act as chair of the Grievance Committee

- 8.6.2 represent the Unit on the District Contract Maintenance Committee
- 8.6.3 attend all approved Provincial, Regional and Super Regional and/or District workshops pertaining to the grievance process.
- 8.6.4 inform the President and the Executive of all requests for assistance and potential grievances.
- 8.6.5 assist the President in the evaluation of alleged grievances, analysis of relevant contract terms and development of arguments and policies in pursuing the grievance procedure
- 8.6.6 determine to what extent and in what areas legal counsel is required and seek advice from appropriate sources, i.e. Provincial/District, to be confirmed or rejected by the Bargaining Unit Executive.
- 8.6.7 consult with any member who has a potential grievance, collect relevant information and advise the member of:
 - a) Ramifications if the bargaining unit assumes and pursues the grievance
 - b) Possible alternatives to a grievance and potential remedies for a grievance
 - c) The right to appeal.
- 8.6.8 present Bargaining Unit policies and arguments to any bodies or individuals as required by the appropriate articles of the Collective Agreement
- 8.6.9 be a member of the Collective Bargaining Committee
- 8.7 The duties of the Past President shall be to:**
 - 8.7.1 serve on the District Executive for 1 year as a voting member**
 - 8.7.2 act in an advisory capacity to the President and the Executive.**

BY-LAW 9
Amendments

- 9.1 Amendments to the Constitution and By-laws may be made at **the** Annual General Meeting of the Bargaining Unit.
- 9.2 Amendments to the Constitution and By-laws may be made by a two-thirds majority vote of the Members present, qualified to vote and voting, providing that notice of the proposed amendment has been given to the membership in writing no less than thirty (30) calendar days prior to the date of the Annual General Meeting.
- 9.3 Where such notice has not been given, amendments may be made by a three-quarters majority of the Members present, qualified to vote and voting.

BY-LAW 10
Vacancy

- 10.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of President, the Bargaining Unit Executive shall appoint a Member to fill the vacancy.

- 10.2 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.
- 10.3 The position of Immediate Past President shall remain vacant unless the immediately previous President assumes the position.

BY-LAW 11
Collective Bargaining Committee

- 11.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of the following members:
- i) the Unit President
 - ii) the Chief Negotiator **who will act as the Committee Chair**
 - iii) one representative elected by each of Espanola and Manitoulin and three representatives elected by Sudbury
 - iv) the Unit Grievance Officer
 - v) additional representative(s) where any job category does not have representation otherwise
- 11.2 The Collective Bargaining Committee representatives shall be elected at the Annual Meeting.
- 11.3 The Bargaining Unit Executive shall appoint a Member to fill any vacancies.
- 11.4 The members of the Collective Bargaining Committee shall elect from its own members the Negotiating Team.
- 11.5 The Negotiating Team shall include the President, Chief Negotiator, Grievance Officer plus up to three additional members.

BY-LAW 12
Duties of the Collective Bargaining Committee

- 12.1 It shall be the duty of the Collective Bargaining Committee:
- 12.1.1 to survey the membership
 - 12.1.2 to prepare a negotiating brief
 - 12.1.3 to seek approval for the brief from the Bargaining Unit Executive and Provincial Office of O.S.S.T.F.
 - 12.1.4 to communicate regularly with the Members on the progress of negotiations.
 - 12.1.5 to seek assistance from Provincial O.S.S.T.F. Negotiators as needed
 - 12.1.6 to seek the ratification of the **Collective Agreement** from the Bargaining Unit Members.

BY-LAW 13
Grievance Committee

- 13.1 The Grievance **Committee** shall be elected at the Annual General Meeting
- 13.2 There will be 6 representatives (2 from each geographic area)
- 13.3 The committee shall consider complaints from members who may have grievances against the employer.
- 13.4 The committee shall advise the Executive about grievances.
- 13.5 The committee shall assist members who have legitimate grievances.

BY-LAW 14
Delegates to the District 3 Spring Assembly

- 14.1 Delegates to the District 3 **Spring** Assembly shall be the members of the unit executive.
- 14.2 If any members of the executive are unable to attend, the unit executive shall solicit volunteers from the membership and appoint delegates from interested candidates.

BY-LAW 15
Delegates to the Educational Support Staff Sector

- 15.1 The President shall be a delegate to the ESS Sector.
- 15.2 When membership numbers allow, an additional delegate shall be elected at a General Meeting.
- 15.3 Duties of delegates shall be in accordance with the O.S.S.T.F. Provincial Constitution and By-Laws.

BY-LAW 16
Provincial Councillor

- 16.1 The selection of Provincial Councillor shall be in accordance with the District **3** and Provincial Constitution and By-Laws.
- 16.1.1 The Provincial Councillor shall be elected at the Annual General Meeting.

BY-LAW 17
Grievance Appeal Committee

- 17.1 When a grievance has been turned down by the Grievance Committee, the grievor has the right to take the potential grievance to a member of the Grievance Appeal Committee.
- 17.2 The Grievance Appeal Committee will be composed of one member, who is not an Executive Member, from the geographic area where the grievor works.
- 17.3 The Grievance Appeal Committee member will second 2 (two) members from that same area to act as the Appeal Committee for that particular grievance.
- 17.4 1 The decision of the Grievance Appeal Committee is binding.

BY-LAW 18 - ANTI-HARASSMENT AND ANTI-BULLYING POLICY

Districts and Bargaining Units across the Province are currently amending their constitutions to comply with Bylaws 23.1.12 and 23.14.9 which state that it is the duty of a District and Bargaining Unit to provide for “the establishment of anti-harassment, anti-bullying and anti-sexual harassment policies and procedures that are followed for all OSST.F. members and employees for both the office as a workplace and for OSSTF sponsored functions”.

- 18.1 Anti-Harassment and Anti-Bullying Policy
The O.S.S.T.F. District 3 shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions. See O.S.S.T.F. District 3 Human Rights Anti-Harassment binder.
- 18.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the O.S.S.T.F. District 3 Executive Council.
- 19.1 BY-LAW 19 ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE
Members of O.S.S.T.F. District 3 affected by a decision resulting from a complaint under the O.S.S.T.F. District 3 Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
 - 19.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the O.S.S.T.F. District 3 President for an Appeal Hearing.
 - 19.1.2 Within two days of receiving the request, the O.S.S.T.F. District 3 President shall appoint three members of the O.S.S.T.F. District 3 Appeals Committee to consider the appeal.
 - 19.1.3 Within three days, the O.S.S.T.F. District 3 Appeal Committee shall meet to consider the appeal.
 - 19.1.3.1 The O.S.S.T.F. District 3 Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
 - 19.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
 - 19.1.3.3 The decision of the O.S.S.T.F. District 3 Appeal Committee shall be consistent with the O.S.S.T.F. District 3 Anti-Harassment and Anti-Bullying Policy and Procedures.

- 19.1.4 The O.S.S.T.F. District 3 Appeal Committee shall report the decision on the Appeal to the O.S.S.T.F. District 3 President within five (5) days after meeting at which the Appeal is considered.
- 19.1.5 Within two days of receiving the decision of the O.S.S.T.F. District 3 Appeal Committee, the O.S.S.T.F. District 3 President shall communicate the decision to the Appellant in writing.
- 19.1.6 The decision of the O.S.S.T.F. District 3 Appeal Committee shall be considered final and not subject to any appeal.