



Ontario Secondary School Teachers' Federation/
Fédération des Enseignantes-Enseignants de l'Ontario

**Durham District 13
Occasional Teachers' Bargaining Unit**

2023 – 2024

**CONSTITUTION,
BY-LAWS,
POLICIES AND PROCEDURES**

Website: www.d13.osstf.ca

District 13 Occasional Teachers' Bargaining Unit

Constitution

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**Ontario Secondary School Teachers' Federation/Federation des
Enseignantes-Enseignants de l'Ontario, Durham, District 13
Occasional Teachers' Bargaining Unit**

CONSTITUTION

ARTICLE 1 - NAME AND DEFINITIONS

SECTION 1. The organization shall be known as "Ontario Secondary School Teachers' Federation/Federation des Enseignantes-Enseignants de l'Ontario, Durham District 13, Occasional Teachers' Bargaining Unit.

SECTION 2. Definitions

In this Document:

- a) "District" shall mean District 13 of the OSSTF/FEESO.
- b) "Member" shall mean an Occasional Teacher on the Durham District School Board Secondary School Occasional Teacher List.
- c) "Occasional Teacher" shall mean a teacher defined as such by the Education Act of Ontario.
- d) "OSSTF/FEESO" shall mean the Ontario Secondary School Teachers' Federation/Federation des Enseignantes-Enseignants de l'Ontario.
- e) "Unit" and "OTBU" shall mean the Occasional Teachers' Bargaining Unit of the OSSTF/FEESO, District 13.

ARTICLE 2 - OBJECTS

SECTION 1. The objects of the Occasional Teachers' Unit shall be:

- a) to uphold and maintain the objects of the Ontario Secondary School Teachers' Federation/Federation des Enseignantes-Enseignants de l'Ontario;
- b) to represent fairly the interests and concerns of its members with respect to their terms and conditions of employment;
- c) to establish reasonable by-laws and policies governing its members which shall not contravene those established by either OSSTF/FEESO or District 13.

ARTICLE 3 - ORGANIZATION

SECTION 1. There shall be an Executive consisting of:

a) the following voting members:

- i) President
- ii) First Vice-President
- iii) Second Vice-President
- iv) Secretary-Treasurer or Secretary and Treasurer
- v) Lead Negotiator/Grievance Representative, if the person so appointed is not a member of the unit executive
- vi) President-elect subsequent to the Annual Meeting and prior to assuming office
- vii) Anti-Oppression and Social Justice Lead

b) the following non-voting members:

- i) Additional Representatives to District Council when the number of delegates specified in the District Constitution and Bylaws exceeds 2.

SECTION 2. There shall be a Collective Bargaining Team consisting of the following members of the Executive and members elected or appointed from the membership:

- a) President
- b) Lead Negotiator
- c) First Vice-President
- d) at least one (1) other member of the Unit
- e) at the request of the Collective Bargaining Team, up to two (2) members of the District Executive, who shall be non-voting members of the Collective Bargaining Team.

SECTION 3. The Unit may elect or appoint one representative to each of the following District Committees:

- a) Communications
- b) Educational Issues/Political Action
- c) Health and Safety
- d) Human Rights
- e) Professional Development
- f) Public Relations
- g) Constitution

SECTION 4. There shall be a representative to the District Executive. The representative to the District Executive shall be the Unit President or the Unit First Vice-President, in the absence of the President.

SECTION 5. There shall be representatives to the District Council. The representatives to the District Council shall include the Unit President, First Vice-President, Second Vice President and one of the Treasurer or Secretary or Secretary/Treasurer.

Article 3 – Organization Continued

SECTION 6. There shall be a Provincial Councillor. The Provincial Councillor shall be the Unit President or the Unit First Vice-President, in the absence of the President.

SECTION 7. There shall be a Unit member and alternate of the Joint Health and Safety Committee. The Unit member and alternate of the Joint Health and Safety Committee shall be members of the Unit executive.

SECTION 8. There shall be the following elected or appointed positions of the Unit:

- h) Communications Representative
- i) Political Action Representative
- j) Constitution Representative
- k) Educational Services Representative
- l) Health and Safety Representative
- m) Pay Equity Representative

ARTICLE 4 – ELECTRONIC MEETINGS

SECTION 1. a) If circumstances prevent in-person meetings, meetings of the Bargaining Unit membership, executive, or committees may be held electronically with approval from the President.

b) Under no circumstances can any part of the electronic meeting be recorded.

ARTICLE 5 – AMENDMENTS

SECTION 1. Amendments to the Constitution may be made at the Annual Meeting of the Unit or at the General Meeting of the Unit, called for this purpose:

- a) by a two thirds (2/3) vote of the members present, qualified to vote, and voting;
- b) notice of the proposed amendment, where possible, shall be made available to the members electronically or in writing and/or posted on the Unit website at least 1 week in advance of the Annual Meeting or General Meeting, called for this purpose;
- c) proposed amendments may also be received and made available to members at the Annual Meeting or General Meeting called for this purpose.

BY-LAWS

BY-LAW 1 - DUTIES

SECTION 1. It shall be the duty of the Unit Executive to:

- a) administer the business of the Unit during the OSSTF/FEESO federation fiscal and membership year from July 1 to the following June 30;
- b) establish interim policies and to amend existing policies in order to facilitate the business of the Unit, and to present those interim policies and amendments to the membership for ratification at the Annual Meeting;
- c) provide for communication with the membership by means of a newsletter, memorandum, or communiqué, issued regularly by the Bargaining Unit or the Bargaining Unit President;
- d) Prepare, in conjunction with the Treasurer, a projected budget for presentation to the membership at the Annual Meeting, if possible, or, at the first general membership meeting held in the federation fiscal year;
- e) give final approval to the Unit's negotiating brief;
- f) appoint a member(s) to the Collective Bargaining Team;
- g) appoint Additional Delegate(s) to the Provincial Assembly, should the position go unfilled or the elected delegate(s) be unable to attend;
- h) appoint Additional Representative(s) to District Council, should the position(s) go unfilled or the elected representative(s) be unable to attend;
- i) elect or appoint members to the following positions as required:
 - i) Lead Negotiator
 - ii) Collective Bargaining Team
 - iii) Grievance Representative(s)
 - iv) One additional Grievance Appeal Committee Member
 - v) Communications Representative
 - vi) Health and Safety Representative
 - vii) Returning Representative
 - viii) Educational Services Representative

SECTION 2. It shall be the duty of the President to:

- a) be the Chief Executive Representative and official representative of the Bargaining Unit;
- b) be one of the signing representatives of the Unit;
- c) call Unit Executive meetings and General Meetings as required;

By-law 1 Section 2 Continued

- d) liaise regularly with the President of the District or the District Executive where the President is also the District President;
- e) submit reports each year to the OTBU Annual Meeting and the District Annual Meeting;
- f) represent the Unit on the District Executive and the District Council if not already serving on District Executive and District Council by virtue of another position;
- g) be the Unit Communications and Political Action Representative;
- h) be a member of the OTBU Collective Bargaining Team;
- i) represent the Unit at Provincial Council and Meetings of the Provincial Assembly or to appoint an alternate for all or part of these meetings should the President be unable to attend;
- j) attend OSSTF/FEESO Regional Meetings, Conferences, and Leadership training opportunities, as appropriate;
- k) serve or designate a representative to serve as the Chairperson of the Unit Executive;
- l) sit as a member, ex-officio, of all OTBU Committees.
- m) utilize the provincial OSSTF/FEESO transition checklist to ensure a smooth transition to the incoming president and executive, if not re-elected or vacating role for any reason; and
- n) be the Unit Constitution Representative.

SECTION 3. It shall be the duty of the First Vice-President to:

- a) perform the duties of the President in the President's absence;
- b) represent the Unit on District Council when the number of Representatives to the District Council, as specified in the District Constitution and Bylaws, is one or more;
- c) be a member of the Collective Bargaining Team if not already serving on District Council by virtue of another position;
- d) chair the OTBU Communications Committee;

By-law 1 Section 3 Continued

- e) represent the Unit on the District Executive and District Council, in the event that the President is elected or appointed to an additional position on the District Executive;
- f) carry out other duties as may be delegated by the President.

SECTION 4. It shall be the duty of the Second Vice-President to:

- a) perform the duties of the First Vice-President in their absence;
- b) represent the Unit on District Council if not already serving on District Council by virtue of another position;
- c) coordinate the Professional Development and Social activities of the Unit;
- d) carry out the duties of the Educational Services Representative;
- e) attend Provincial and Regional Educational Services conferences and workshops, as required;
- f) carry out other duties as may be delegated by the President.

SECTION 5. It shall be the duty of the Secretary to:

- a) receive correspondence on behalf of the Unit;
- b) record and keep, or cause to be kept, the records of Unit Executive meetings, General Meetings, and the Annual Meeting;
- c) carry out other duties as may be delegated by the President;
- d) represent the unit on District Council, if not already serving on District Council by virtue of another position.

SECTION 6. It shall be the duty of the Treasurer to:

- a) keep accurate account of Unit finances and report to each Executive, General Meeting, and Annual Meeting regarding the status of Unit finances;
- b) at least semi-annually, provide to the Bargaining Unit Executive financial reports which include expenses to date for each budget line and the financial position of the Bargaining Unit, including all Bargaining Unit assets, and forward the reports to the District Treasurer;

By-law 1 Section 6 Continued

- c) present the projected budget on behalf of the Unit Executive to the Members for approval at the Annual Meeting;
- d) carry out other duties as may be delegated by the President;
- e) represent the unit on District Council, if not already serving on District Council by virtue of another position.

SECTION 7. It shall be the duty of the Representatives to the District Council to:

- a) keep the OTBU Executive Committee informed about questions, concerns, and initiatives arising from the OTBU membership;
- b) attend and be a voting member of the District Council;
- c) carry out other duties as may be delegated by the President.

SECTION 8. It shall be the duty of the Lead Negotiator to:

- a) be the Unit Constitution Representative;
- b) be the lead member of the Unit's Collective Bargaining Team and Chair of the Collective Bargaining Team;
- c) prepare the negotiating Brief with the advice of the Unit Executive and the assistance of the Collective Bargaining Team;
- d) present the negotiating Brief to the Unit Executive for approval;
- e) submit the negotiating Brief to the Provincial Director of Protective Services for approval;
- f) act as the primary spokesperson during negotiations with the Durham District School Board;
- g) conduct negotiations in accordance with the bargaining priorities established by OSSTF/FEESO, the membership, and the Collective Bargaining Team;
- h) submit a report of the status of negotiations at Executive and General Meetings;
- i) present the terms of settlement of a collective agreement with the Durham District School Board to the membership for information and ratification;
- j) attend Provincial and Regional Collective Bargaining (CBC) conferences, workshops, and meetings, as required.

SECTION 9. It shall be the duty of the Grievance Representative(s) to:

- a) be responsible for all grievances;
- b) report to the Executive on matters related to grievances;
- c) consult with a Member who has a potential grievance;
- d) maintain a confidential file of all alleged grievances;
- e) inform the Member of the disposition of their complaint and whether a grievance will be filed;
- f) conduct the grievance procedure in accordance with the Collective Agreement.

SECTION 10. It shall be the duty of the Collective Bargaining Team to:

- a) survey the Membership to determine their negotiations' priorities;
- b) represent the membership in negotiations for a Collective Agreement with the Durham District School Board;
- c) solicit input from members and the Unit Executive;
- d) prepare the negotiating brief;
- e) carry out negotiations with the Durham District School Board;
- f) distribute information on negotiations to members;
- g) arrange for information and ratification meetings.

SECTION 11. It shall be the duty of each OTBU member to:

- a) comply with the Constitution, Bylaws, and Policies of the Unit, the District, and OSSTF/FEESO;
- b) ensure that motions passed in a General Meeting are consistent with the Constitutions and By-laws of the Unit, the District, and OSSTF/FEESO;
- c) receive the approval of a Representative of the Unit, the District, or OSSTF/FEESO Provincial Office before releasing to any outside body a brief or communication which could be interpreted as Federation policy.

SECTION 12. It shall be the duty of the Equity, Anti-Racism, Anti-Oppression and Social Justice Lead to:

- a) Advise and assist the UNIT executive and UNIT membership to implement the following OSSTF/FEESO goals to dismantle racism and oppression within OSSTF/FEESO and to create a truly equitable, inclusive, and accessible Federation;
 - address disproportionality and disparity in member engagement, participation, and representation;
 - include and amplify the experiences of members of First Nation, Métis, Inuit, and equity deserving groups in Federation discourse, governance, and practices;
 - build Federation knowledge and union-specific skills to increase representation in leadership roles;
 - cultivate sustainable relationships with community members and organizations to work together to address socio-economic and other inequities, racism, and oppression in publicly funded education;
 - promote equity, anti-racism and anti-oppression in the Federation, publicly funded education sectors, the labour movement, and in the broader society;
- b) advise, and assist the Unit executive and membership to develop strategies to dismantle racism and oppression within OSSTF/FEESO and to create a truly equitable, inclusive, and accessible Federation, which can include;
 - examine organizational structure to identify areas of concern;
 - consult, research, review;
 - develop recommendations;
 - implement action;
 - assess and evaluate action to determine next steps.
- c) attend professional development, union training or mentorship opportunities provided for OSSTF/FEESO equity, anti-oppression, anti-racism, social justice, human rights, and status of women leads as appropriate;
- d) assist in planning professional development and/or creation of resources for members on related topics;
- e) report to the membership at general meeting and Annual meetings; and
- f) carry out other duties as may be delegated by the President.

SECTION 13. It shall be the duty of the Delegate(s) to the Provincial Assembly to attend the Annual Meeting of the Provincial Assembly, and Special Meetings as called, during their term of office.

BY-LAW 2 - MEETINGS

SECTION 1. The Unit Executive shall meet at least three (3) times at regular intervals during the year, or at the request of two (2) members of the Unit Executive.

SECTION 2. a) The Annual Meeting shall be held at the call of the President with at least twenty-one (21) days written notice, by mail and/or email, and by being posted in each Secondary School in the District and/or on the Unit web page;

b) On-time resolutions shall be available to the Members at least twelve (12) days prior to the Annual Meeting by being posted in each Secondary School in the District and/or on the Unit web page;

c) A general meeting may be held at the call of the Unit President with seven (7) days written/email notice being given to Members;

d) A general meeting shall be arranged by the Unit President upon receiving a written or email request, signed by at least ten (10) Members. The meeting shall be held within twenty-one (21) days of the request being received.

SECTION 3. Rules of Order

All meetings shall be conducted in accordance with the rules of order adopted by the Annual Meeting of the Provincial Assembly (1974) and as amended from time to time by the Provincial Council and/or Annual Meeting of the Provincial Assembly.

SECTION 4. Quorum

a) A quorum of the Executive shall be by a simple majority of the voting executive members;

b) A quorum for the Annual Meeting shall consist of a simple majority of members present, qualified to vote and voting;

c) A quorum for a General Meeting shall be a simple majority of the members present, qualified to vote and voting.

SECTION 5. Electronic Meetings

As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically. Under no circumstances can any part of the electronic meeting be recorded.

a) Quorum

Quorum for Electronic Meetings shall be the same as for in-person meetings.

By-law 2 Section 5 Continued

b) Voting

- i) An anonymous vote conducted through the designated platform shall be deemed a ballot vote fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
- ii) Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining unit membership, executive, or committees.
- iii) Where voting is for the purposes of the Annual Meeting elections or the Ratification of a Tentative Agreement, voting must be conducted through the Provincial OSSTF/FEESO “My Vote” centre.
- iv) Where the Provincial OSSTF/FEESO “My Vote” centre is used, Members shall be advised in advance of how and when to access the “My Vote” centre.
- vi) Where voting is conducted through the Provincial OSSTF/FEESO “My Vote” centre, Members shall have no less than 3 minutes to cast their vote.

c) Platform

- i) The platform in which these electronic meetings can be held is designated by the President.
- ii) The designated platform must support anonymous voting and support visible displays identifying those participating, identifying those seeking recognition to speak, showing the text of pending motions, and showing results of votes.
- iii) The designated platform must require members, participating in the electronic meeting, to be identified by name in order to satisfy the process of verification of membership of meeting participants.
- iv) Electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF/FEESO rules of order.

d) Platform Features

- i) The Public Chat function must be turned off;
- ii) A Private Chat function can be turned on only if it is being used as a mechanism for members to be recognized in debate;
- iii) The Voting or Polling System can be used as long as it displays the results of a vote;
- iv) The use of video display should be used to present motions and/or documents to the membership;
- v) The mute-all function should be turned on so that the chair can control who has assignment of the floor.

e) Rules

- i) Proper Notice of Meeting and Meeting information (link, login, agenda, minutes, time, and date) shall be sent out to members as specified in By-law 2 – Meetings.

By-law 2 Section 5 Continued

- ii) The meeting link shall open prior to the start of the meeting.
- iii) Members shall login, identify themselves, and maintain attendance throughout the meeting when present but shall sign out upon any departure prior to adjournment.
- iv) The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- v) Members seeking recognition of the floor shall notify the chair by a method announced to participants at the meeting. For larger online meetings, it is advised that someone be assigned to assist the chair by creating a Spotter's List.
- vi) Any motion brought to the floor (and/or any pertinent documents) must be displayed to Members until the matter is disposed of;
- vii) Votes shall be anonymous and shall be conducted via the platform designated for the electronic meeting. When ordered or required, other methods of voting can be used at the discretion of the Chair.

BY-LAW 3 - ELECTIONS

SECTION 1 – Elected Positions

- a) An election for the following positions shall take place at the Annual Meeting:
 - i) Executive Committee
 - a) President
 - b) First Vice President
 - c) Second Vice-President
 - d) Secretary
 - e) Treasurer
 - f) Additional Representative(s) to the District Council as specified in the District Constitution and By-laws;
 - g) Anti-Oppression and Social Justice Lead.
 - ii) Additional delegate(s) to the Provincial Assembly, should F.T.E. permit;
 - iii) Representative(s) to District Committees as specified in Article 3, Section 3.
- b) The term of office shall be for one year commencing on July 1st;

SECTION 2 – Nominations

- a) All members in good standing of the Unit shall be eligible to stand, make nominations, and vote for elected positions;
- b) The President shall contact all members in good standing by mail or email and post an announcement on the OTBU page of the District website to invite nominations to all available Bargaining Unit positions outlined in By-law 3, Section 1 no later than five (5) weeks prior to the Annual Meeting;

By-law 3 Section 2 Continued

- c) Members may be nominated for up to two (2) different elected positions on the Executive.
- d) The District 13 Returning Representative will accept, with the written consent of the nominee, nominations in writing, signed by at least two Members in good standing, for all elected positions submitted to the District 13 Office.
- e) The deadline for on-time nominations shall be two Fridays prior to the Annual Meeting;
- f) It is the sole responsibility of the candidate to ensure that nomination materials are properly completed, received, and filed with the Returning Representative prior the closing of nominations;
- g) After the deadline specified in (e) above, nominations will be deemed closed for all positions unless there is no nominee for a given position;
- h) The Returning Representative will collect the on-time nominations from the District 13 Office no later than the Tuesday following the on-time nominations deadline;
- i) Nominees and the positions sought shall be posted on the OTBU page of the District website seven (7) days prior to the Annual Meeting;
- j) Where, upon the passing of the deadline for on-time nominations, there is no nominee for a given position, that position will remain open, with subsequent nominations being accepted until the nominations are declared closed by the Chairperson at the Annual Meeting;
- k) Late nominations, including nominations for any position from the floor of the Annual Meeting, shall only be accepted for open positions in writing, with the consent of the nominee, and signed by at least two Members in good standing;
- l) If any positions remain unfilled after the elections process has concluded, the Executive shall solicit nominations and fill the position by appointment.

SECTION 3 – Campaign Rules

- a) Candidates for election may only distribute copies of a single information sheet or pamphlet not to exceed 21.6 cm x 27.9 cm (8.5" x 11") in size to each school not earlier than three (3) weeks prior to the Annual Meeting and must submit their campaign literature to the Returning Representative at least one (1) week prior to distribution to schools;
- b) Campaigning will not be allowed through electronic communication with the exception of InPrint13 and/or the OTBU page of the District website;

By-law 3 Section 3 Continued

- c) Campaign literature will not be posted on the District website prior to the closing of the on-time nominations and must be submitted to the Returning Representative at least one (1) week prior to the nominations deadline;
- d) The campaign literature of candidates who submit late nominations will not be posted on the District website;
- e) Each candidate may place only information sheets or pamphlets on the tables at the Annual Meeting. Each information sheet or pamphlet may not exceed 21.6 cm x 27.9 cm (8.5" x 11") and may include photographs and information about the candidate. Campaign literature must be submitted to the Returning Representative at least one (1) week prior to distribution at the Annual Meeting;
- f) Distribution of campaign literature shall be the sole responsibility of the candidate, at their sole expense.

SECTION 4 – Elections

- a) A Returning Representative, who is not a candidate for any Bargaining Unit position, shall be appointed by the Executive prior to the Annual Meeting to oversee the election process;
- b) In the event that the number of on-time nominations received is equal to the number of positions available for a given office, the Returning Representative shall inform the Chairperson who shall declare to the Members in attendance that said nominee(s) are elected by acclamation;
- c) When the number of candidates exceeds the number of positions available for a given office, the order of speeches shall be determined by lot;
- d) Candidates for office shall be allowed one opportunity to address the ; at the Annual Meeting for a time not to exceed:
 - i) Five (5) minutes for the position of President;
 - ii) Two (2) minutes for all other positions;
- e) Elections shall be held in the order that offices are listed in By-law 3, Section 1, above;
- f) The election of members of the Executive Committee shall be by a simple majority of members present, in good standing and voting;
- g) Voting shall be by secret ballot;
- h) Names of candidates shall appear in alphabetical order on the ballots;
- i) Ballots for all positions shall allow for voters to rank the candidates in preferential order. Voters may rank as many or as few candidates as they see fit;

By-law 3 Section 4 Continued

- j) After votes are counted for a given position, if no candidate wins a clear majority of all votes cast, the candidate with the least number of votes will be eliminated and votes from these ballots will be added to the totals of the remaining candidates based on the next preference indicated. This process will continue until a winner is determined.
- k) In the event of a tie in the final round, the candidate with the most votes on the first round of balloting will be declared the winner;
- l) As soon as the counting of the ballots for a given position has been completed, the result will be announced. The defeated Executive Committee candidates may agree or decline to have their names added to the list of nominees for subsequent Executive Committee positions;
- m) Each candidate will be allowed one scrutineer to witness the balloting process;
- n) No candidate may act as a scrutineer;
- o) The data pertaining to the results of the election shall be destroyed after the Returning Representative has completed their elections report;
- p) The results of the election shall be posted on the OTBU page of the District website no later than the Friday following the Annual Meeting.

SECTION 5 – Vacancies

- a) Any positions that remain unfilled after the Annual Meeting shall be appointed by the Executive. Members so appointed will serve in this capacity until the end of the federation fiscal and membership year in which they were appointed to serve;
- b) Mid-term vacancies shall be filled by appointment by the Executive. Members so appointed will serve in this capacity until the end of the federation fiscal and membership year in which they were appointed to serve;
- c) Notwithstanding (b) above, a midterm-vacancy of the position of President shall be filled by the First Vice President who will serve in this capacity until the end of the federation fiscal and membership year in which they were appointed to serve.

BY-LAW 4 - LOCAL LEVY

SECTION 1. A local levy will be deducted in the amount of 0.18 % per pay in accordance with the OTBU Collective Agreement. This levy will be first used to pay for the OTBU President's salary and benefits, then for Unit or District expenses as specified in the OTBU budget.

BY-LAW 5 - RATIFICATION VOTE PROCEDURE

- SECTION 1. a) When a tentative agreement has been reached, a notice will be posted on the OTBU page of the District website and emailed to each Member on the Unit Member Contact list to notify them of the terms of the new agreement and the dates, times, and locations of an information meeting and a ratification vote;
- b) Prior to the ratification vote there shall be an information meeting to explain the proposed collective agreement and answer Member questions. The information meeting shall be held not less than 8 days from the date of the mailing;
- c) Balloting for the ratification vote will begin not less than 36 hours from the time of the information meeting. All voting shall be by secret ballot;
- d) The contract offer shall be deemed to have been accepted when it has been ratified by a majority of Members qualified to vote and voting.

BY-LAW 6 - MEMBER PROTECTION

SECTION 1. Grievance Procedure

- a) Upon being denied resolution by the Member's immediate supervisor, a Member shall notify the Grievance Representative(s) of an alleged Collective Agreement violation in a timely fashion;
- b) The Grievance Representative(s) shall investigate the complaint as required and carry out their duties as specified in the Provincial Constitution and By-laws and this document;
- c) The Grievance Representative(s) shall provide advice and counsel to the member in a timely fashion;
- d) The Grievance Representative(s) may request the assistance of a member of the District Grievance Committee to act in an advisory capacity.

SECTION 2. Grievance Appeals

- a) There shall be a Grievance Appeal Committee that shall consist of those voting members of the Executive who are not Grievance Representatives, plus one other Member appointed by the Executive;
- b) A Member may appeal a decision of the Grievance Representative(s) by submitting the appeal, with reasons, to the Secretary no later than seven (7) days following the receipt of the decision of the Grievance Representative(s);
- c) Within seven (7) days of the request to appeal, the Grievance Appeal Committee shall convene in order to hear and decide upon the appeal;
- d) *In camera* presentations shall be made by the appellant Member and the Grievance Representative(s);

By-law 6 Section 2 Continued

- e) The decision of the Grievance Appeal Committee shall be final;
- f) Upon a decision by the Grievance Appeal Committee in favour of the appellant, the Grievance Representative(s) shall file the grievance.

BY- LAW 7 – RELEASE TIME

- a) The President, or other Members at the discretion of the President, shall be released from teaching duties for a combined FTE of up to 1.0 FTE per year for the purpose of completing Bargaining Unit business;
- b) Activities for which District or Provincial Release Time is granted shall not be counted as Bargaining Unit release days;
- c) Release time related to member protection meetings with Members or Board representatives shall not be counted in the number of Bargaining Unit release days specified above and shall be assigned to the appropriate District Budget line;
- d) Release time funds shall be limited to an amount specified in the Bargaining Unit budget;
- e) Release time shall only be approved for duties performed on instructional days during the normal hours of the school day;
- f) Duties related to Unit Business will normally be completed at the District office;
- g) Remuneration shall be paid at the daily rate, according to the terms of the current collective agreement or, in the case of a Member holding a term assignment for which their salary is determined by their placement on the salary grid, they shall be paid according to their current grid rate.

BY- LAW 8 – ANTI-HARASSMENT POLICY AND PROCEDURES

- a) The Bargaining Unit shall have an Anti-Harassment Policy and Procedure which will be observed at all Unit work sites, meetings and events;
- b) The Anti-Harassment Policy will be read at the commencement of all Unit meetings and events;
- c) An Anti-Harassment Representative (AHR) will be appointed to serve as the point of contact for any complaints that may arise during the proceedings of a Unit meeting or event;
- d) A member who has been identified as an Anti-Harassment Representative (AHR) shall follow and adhere to the Anti-Harassment Complaints and Resolution Procedure;

By-law 8 Anti-Harassment Policy and Procedures Continued

- e) The name of the Anti-Harassment Representative (AHR) will be announced at the commencement of all Unit meetings and events.

BY- LAW 9 - AMENDMENTS

SECTION 1. Amendments to the Bylaws and Policies may be made at the Annual Meeting or General Meeting called for this purpose of the Unit:

- a) by a simple majority vote of the members, present, qualified to vote, and voting;
- b) notice of the proposed amendment has been given in writing to the District Office Manager at least twenty (20) days prior to the next Annual Meeting;
- c) proposed amendments received in accordance with (b) above will be made available to Members fifteen (15) days prior to the Annual Meeting;
- d) by a three-quarters (3/4) majority vote of the members qualified to vote, present, and voting if previous notice as in (b) above has not been given;
- e) proposed amendments received in accordance with (d) above will be made available to Members at the Annual Meeting.

SECTION 2. Notice of proposed amendment, where possible, shall be made available to the members electronically or in writing and/or posted on the Unit website at least 1 week in advance of the Annual Meeting or General Meeting called for this purpose. Proposed amendments may also be received and made available to members at the Annual Meeting or General Meeting called for this purpose.

June 2023

Ontario Secondary School Teachers' Federation/Federation des
Enseignantes-Enseignants de l'Ontario, Durham, District 13
Occasional Teachers' Bargaining Unit

POLICIES AND PROCEDURES

POLICY 1 – ANTI-HARASSMENT POLICY AND PROCEDURE

Anti-Harassment Policy

All Members have the right to a union environment free from harassment and discrimination.

Harassment and discrimination 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/FEESO, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. Therefore, the Unit cannot condone or tolerate intimidating, demeaning, hostile or aggressive behaviour against another member.

A 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 the Bylaws and Policies and Procedures of OSSTF/FEESO and the Unit.

A Member will, upon the communication of a complaint to the designated Anti-Harassment Representative (AHR), receive a prompt response in accordance with the Unit's Resolution and Complaint Procedure.

Resolution and Complaint Procedure

A member who believes they have been the target of harassment or discrimination at a District 13 OTBU sponsored 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 they find 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, they should speak with the designated Anti-Harassment Representative (AHR) and ask them to act. If no Anti-Harassment Representative (AHR) has been designated, the member should speak with the Chairperson or event Facilitator to ask that one be appointed.

The designated Anti-Harassment Representative (AHR) 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 Representative

(AHR), with the approval of the Chairperson or event Facilitator, 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 Anti-Harassment Representative (AHR) to the President.

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 President for action. It shall be the joint responsibility of the President and one other Member of the Executive not connected to the complaint to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.

Should the complaint involve the President, then the First Vice-President or their designate shall undertake the duties of the President as outlined above.

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, district, or the Provincial body, a confidential letter outlining the reasons for this decision will be sent to the president of the appropriate body.

Decisions may be reviewed by Members of the Executive not involved with the complaint or its investigation on the request of a Member.

A confidential file of all records and reports related to the investigation of written complaints shall be kept for a period of five years.

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.

Appeals Procedure

Members of the Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment Policy may appeal this decision by submitting a written request for an Appeal Hearing to the President in a timely fashion.

Upon receiving the request, the President shall strike an Anti-Harassment Appeals Committee to consider the appeal.

The President shall Chair the Anti-Harassment Appeals Committee and shall appoint two additional members.

If the President is the subject of the complaint, the First Vice-President shall appoint three members to the Anti-Harassment Appeals Committee.

The Anti-Harassment Appeals Committee shall convene within ten (10) days of their appointment to consider the appeal. They will review the complaint, the investigation process and findings, and the decision. Following the review, the Committee shall either confirm or modify the decision.

Appeals Procedure Continued

The decision of the Committee shall be consistent with the Unit Anti-Harassment Policy and Procedures.

The Committee shall report the decision on the Appeal to Appellant and the President within five (5) days.

EXTERNAL POLICIES

POLICY 1 - DEFINITION

SECTION 1. Policy shall mean a stand or position taken by the OTBU in accordance with its Bylaws on matters whose resolution is beyond the power of the OTBU. The purpose of a policy statement is to guide all OTBU members in making public statements, in forming action plans, and in carrying out OTBU activities.

POLICY 2 - HIRING

SECTION 1. It is the policy of the Occasional Teachers' Bargaining Unit that all hiring shall be conducted in accordance with the letter and intent of Regulation 274 of the Ontario Education Act.

- SECTION 2. a) It is the policy of the Occasional Teachers' Bargaining Unit that all permanent, Long Term Occasional, and LTO List interviews shall be conducted after school or on non-instructional days.
- b) It is the policy of the Occasional Teachers' Bargaining Unit that teachers will have a minimum of 24 (twenty-four) hours' notice of an interview for any position with the Durham District School Board

POLICY 3 - WORKING CONDITIONS

SECTION 1. It is the policy of the Occasional Teachers' Bargaining Unit that daily occasional teachers shall have keys to all classrooms on that day's timetable, including on-calls, and keys to staff washrooms, at schools where they are routinely locked.

POLICY 4 – PROFESSIONAL DEVELOPMENT

SECTION 1. It is the policy of the Occasional Teachers' Bargaining Unit that all Members shall have access to two (2) paid PD Days per year.

June 2023