



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

Durham District 13
Occasional Teachers' Bargaining Unit

2019 – 2020

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

SECTION 2. Definitions

In this Document:

- a) "District" shall mean District 13 of the OSSTF.
- 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" shall mean the Ontario Secondary School Teachers' Federation.
- e) "Unit" shall mean the Occasional Teachers' Bargaining Unit of the OSSTF, 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;
- 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 O.S.S.T.F. 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) Chief Negotiator, if the person so appointed is not a member of the unit executive.

- 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:

- a) President
- b) Chief 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) Collective Bargaining
- b) Health and Safety
- c) Communications
- d) Public Relations
- e) Educational/Political Action
- f) Professional Development
- g) Human Rights

ARTICLE 4 - AMENDMENTS

SECTION 1. Amendments to the Constitution may be made at the Annual Meeting of the Unit:

- a) by a two thirds (2/3) vote of the members qualified to vote, present, and voting provided that notice of the proposed amendment has been given to the Secretary-Treasurer at least twenty (20) days prior to the Annual Meeting and provided that written notice of the proposed amendment is available to the Members fifteen (15) days prior to the Annual Meeting;

Article 4 Section 1 Cont'd

- b) by a nine tenths (9/10) majority vote of the members qualified to vote, present and voting if previous notice as in (a) above has not been given.

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 between General Meetings;
- 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 from time to time by the Bargaining Unit or the Bargaining Unit President;
- d) prepare, in conjunction with the Treasurer, a projected budget for presentation to the Annual Meeting;
- 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:
 - i) Chief Negotiator
 - ii) Collective Bargaining Committee
 - iii) One additional Collective Bargaining Team Member
 - iv) Grievance Officer(s)
 - v) One additional Grievance Appeal Committee Member
 - vi) Communications Officer
 - vii) Health and Safety Officer

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

- a) be the Chief Executive Officer and official representative of the Bargaining Unit;
- b) be one of the signing officers of the Unit;
- c) call Unit Executive meetings and General Meetings as required;
- 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;
- g) be the Unit Communications and Political Action Officer;
- h) be a member of the OTBU Collective Bargaining Team;
- i) represent the Unit at Provincial Council and the Annual Meeting 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.

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;
- d) chair the OTBU Communications Committee;
- 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 when the number of Representatives to the District Council, as specified in the District Constitution and Bylaws, is two or more.
- c) coordinate the Professional Development and Social activities of the Unit;
- d) carry out the duties of the Educational Services Officer;
- 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.

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;
- c) present the projected budget on behalf of the Unit Executive to the Members for approval at the Annual Meeting;
- d) act as co-signing authority for the Unit;
- e) carry out other duties as may be delegated by the President.

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 Chief Negotiator to:

- a) be the Unit Constitution Officer;
- b) be the lead member of the Unit's Collective Bargaining Team and Chair of the Collective Bargaining Committee;
- c) prepare the negotiating Brief with the advice of the Unit Executive and the assistance of the Collective Bargaining Committee;
- 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. The Grievance Officer(s) shall:

- i) be responsible for all grievances;
- ii) report to the Executive on matters related to grievances;
- iii) consult with a Member who has a potential grievance;
- iv) maintain a confidential file of all alleged grievances;
- v) inform the Member of the disposition of their complaint and whether a grievance will be filed;
- vi) 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 an officer 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 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 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;

By-law 2, Section 2 Cont'd

- c) A general meeting may be held at the call of the Unit President with seven (7) days written notice being given to Members;
- d) A general meeting shall be arranged by the Unit President upon receiving a written 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. The 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. a) A quorum of the Executive shall be three (3) of the voting members;
- b) A quorum for the Annual Meeting shall consist of at least ten (10) members qualified to vote, present, and voting.

BY-LAW 3 - ELECTIONS

- SECTION 1. a) Election to the offices on the Unit Executive shall take place at the Annual Meeting;
- b) Election of Representatives to District Committees shall take place at the Annual Meeting;
 - c) Election of Additional Representatives to District Council, when the number of Representatives, as specified in the District Constitution and Bylaws, is three or more.
 - d) Election of additional delegate(s) to the Provincial Assembly, should F.T.E. permit, shall take place at the Annual Meeting.

- SECTION 2. a) The Secretary will accept, with the consent of the nominee, nominations for elected positions.
- b) The Secretary will forward to the President the list of nominees no later than eight (8) days prior to the Annual Meeting;

SECTION 3. Candidates for office shall be allowed one opportunity to address the Members at the Annual Meeting for a time not to exceed:

- a) Five (5) minutes for the position of President;
- b) Two (2) minutes for any other position.

SECTION 4. a) Balloting for Unit Executive positions shall be carried out by the President of District 13 or designate;

- b) Persons elected to offices at the Annual Meeting must have a majority of the ballots cast to win. If there is no majority, the person with the fewest votes will be dropped from the next ballot. This procedure continues until a single candidate is elected by majority.

SECTION 5. The term of office for the Unit Executive shall commence on July 1st and shall end the following June 30th.

SECTION 6. a) Vacancies which occur on the Executive during the term of office shall be filled by appointment by the Unit Executive. Members so appointed will serve in this capacity until the next Annual Meeting;

- b) Vacancies which occur amongst the unelected members of the Collective Bargaining Committee during the term of office will be filled by appointment by the Unit Executive. Members so appointed will serve in this capacity until the next Annual Meeting;

- c) Vacancies which occur on Bargaining Unit committees during the term of office will be filled by appointment by the Unit Executive. Members so appointed will serve in this capacity until the next Annual Meeting.

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 mailed to each Member to notify them of the terms of the new agreement and the dates, times, and locations of an information meeting and a ratification vote;

By-law 5, Section 1 Cont'd

- 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 Officer(s) of an alleged Collective Agreement violation in a timely fashion;
- b) The Grievance Officer(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 Officer(s) shall provide advice and counsel to the member in a timely fashion;
- d) The Grievance Officer(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 Officers, plus one other Member appointed by the Executive;
- b) A Member may appeal a decision of the Grievance Officer(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 Officer(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 Officer(s);

By-law 6, Section 2 Cont'd

- 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 Officer(s) shall file the grievance.

BY- LAW 7 - 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 Officer (AHO) 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 Officer shall follow and adhere to the Anti-Harassment Complaints and Resolution Procedure;
- e) The name of the AHO will be announced at the commencement of all Unit meetings and events.

BY- LAW 8 - AMENDMENTS

SECTION 1. Amendments to the Bylaws and Policies may be made at the Annual Meeting of the Unit:

- a) by a simple majority vote of the members qualified to vote, present, and voting provided that notice of the proposed amendment has been given to the Secretary-Treasurer at least twenty (20) days prior to the Annual Meeting and provided that written notice of the proposed amendment is available to the Members fifteen (15) days prior to the Annual Meeting;
- b) by a three quarter (3/4) majority vote of the members qualified to vote, present and voting if previous notice as in (a) above has not been given.

Ontario Secondary School Teachers' Federation, 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 AHO, 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 AHO and ask them to act. If no AHO has been designated, the member should speak with the Chairperson or event Facilitator to ask that one be appointed.

Resolution and Complaint Procedure Cont'd

The designated AHO 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 AHO, 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 AHO 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.

Appeals Procedure Cont'd

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.

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.