

# **CONSTITUTION and BYLAWS**

**District 6A Thunder Bay**

**EARLY CHILDHOOD EDUCATORS (ECE)  
BARGAINING UNIT**



**MAY 2012**

## DEFINITIONS

In this constitution:

**"Bargaining Unit"** shall be the Early Childhood Educators (ECE), which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.

**"By-Laws"** shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.

**"Constitution"** shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.

**"District"** shall mean District 6A, Thunder Bay, OSSTF.

**"Meeting"** shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.

**"Past President"** for the purpose of interpretation of the Constitution and By-Laws, the "Past President" shall be the person who held the position of President prior to the year in which the person became the "Past President".

**"Member"** shall mean an active member of the ECE Bargaining Unit who is a member as defined in the Constitution of OSSTF.

**"OSSTF"** shall mean the Ontario Secondary School Teachers' Federation.

**"ECE"** shall mean the Early Childhood Educator.

**"BOARD"** shall mean the Lakehead District School Board.

**"AGREEMENT"** shall mean the current Collective Agreement in effect between the Board and the individual Bargaining Units.

**"C.B.C."** shall mean the Collective Bargaining Committee.

**"P.D."** shall mean Professional Development.

**"PAO"** shall mean Political Action Officer.

## ARTICLE 1 - NAME

1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 6A, Early Childhood Educators (ECE).

1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and / or Procedures which are in contravention to the OSSTF and / or District Constitutions, By-laws, Policies and / or Procedures are null and void.

## ARTICLE 2 – Objects

2.1 The ECE shall strive to achieve the objects specified in Article 3 of the Provincial Constitution of OSSTF.

- 2.2 The objects of the ECE Bargaining Unit shall be to:
  - 2.2.1 first and foremost 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;
  - 2.2.2 secure and maintain for all active members of the ECE equal collective bargaining rights including the right to strike;
  - 2.2.3 bargain collectively on behalf of its active members;
  - 2.2.4 promote and advance the cause of education;
  - 2.2.5 promote a high standard of professional ethics and a high standard of professional competence;
  - 2.2.6 secure for members active participation in formulating policies and practices affecting education;
  - 2.2.7 work toward control of our professional destiny;
  - 2.2.8 promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, students and the community;
  - 2.2.9 support and promote equal opportunity for members, employees and students;
  - 2.2.10 foster and promote the dignity of all persons regardless of race, religion, sexual orientation or cultural origin; and
  - 2.2.11 support and promote equal opportunities for members, employees and students.

### **ARTICLE 3 - MEMBERSHIP**

- 3.1 Membership in this Early Childhood Educator Bargaining Unit shall include all ECE members in good standing in the employ of the Lakehead District School Board.
  - 3.1.1 Active members in good standing shall have voting rights.

### **ARTICLE 4 - ORGANIZATION**

- 4.1 **BARGAINING UNIT ORGANIZATION**
  - 4.1.1 This Bargaining Unit shall have an Executive consisting of:
    - 4.1.1.1 a President;
    - 4.1.1.2 a Past-President; (one year only)
    - 4.1.1.3 a Vice-President;
    - 4.1.1.4 a Secretary;
    - 4.1.1.5 a Treasurer;
    - 4.1.1.6 a Chief Negotiator/Grievance Officer;
    - 4.1.1.7 an Executive Officer(s)

### **ARTICLE 5 - ELECTIONS**

- 5.1 The Bargaining Unit elects its Executive every two years, by June, except that C.B.C. representatives shall be appointed for terms as specified in By-Law I.
  - 5.1.1 All members in good standing are eligible to stand for office.
- 5.2 Notice of Bargaining Unit elections and the positions open for nomination shall be posted in each work location twenty (20) days prior to the elections.

- 5.3 Nominations for the Bargaining Unit's positions of President, Vice-President, Secretary/Treasurer, Chief Negotiator/Grievance Officer, and any designated Executive Officer may come from the membership at large and shall normally be submitted to the Secretary twenty (20) days prior to the elections.
- 5.4 Notwithstanding article 5.5 an unsuccessful candidate for one office may be nominated from the floor for another position. Such nominations must be supported by three (3) members from at least two (2) different work locations.
- 5.5 Where no on-time nominations have been submitted, nominations from the floor shall be accepted. Such nominations must be seconded by at least three (3) Bargaining Unit members from at least two different work locations.
- 5.6 The President, Vice-President, Secretary/Treasurer, Chief Negotiator/Grievance Officer and Executive Officer(s) shall be elected by secret ballot taken at the Annual General Membership Meeting. All elected members of the Executive shall assume their duties on July 1st.
- 5.7 Executive Officers may be elected as vacancies arise by the Bargaining Unit upon nominations submitted by the Executive, and/or accepted from the floor.
- 5.8 **ELECTION PROCEDURE**
- 5.8.1 The election shall be by secret ballot cast by voting members of the Bargaining Unit.
- 5.8.2 The election of members of the Executive shall take place, one (1) at a time, in the following order:
- 5.8.2.1 President;
- 5.8.2.2 Vice-President;
- 5.8.2.3 Secretary/Treasurer;
- 5.8.2.4 Chief Negotiator/Grievance Officer;
- 5.8.2.5 Executive Officer(s);
- 5.8.3 All candidates may speak to their candidacies for a period not to exceed three (3) minutes.
- 5.8.4 The Presiding Officer will allow a period before each election during which the electors may question the candidates.
- 5.8.5 The Presiding Officer, scrutineers and any other election officials shall be members of or be appointed by the Executive.
- 5.8.6 No member shall hold more than one (1) voting position on the Executive.
- 5.8.7 Vacancies arising in the positions of the Bargaining Unit Executive shall be filled by election by the represented body.
- 5.8.8 Vacancy of the Past President will create an additional Executive Officer.
- 5.8.9 In the event there is no Past President, the additional elected Executive Officer will hold such position for a 2 year term in accordance with the elections terms.
- 5.8.10 **ADVANCE POLLS**
- Two weeks prior to elections a member has the right to cast a vote at the local office for the candidate officially nominated to the available position.

## ARTICLE 6 - DUTIES OF THE BARGAINING UNIT ORGANIZATION

- 6.1 The **BARGAINING UNIT EXECUTIVE** shall:
- 6.1.1 approve, amend or disapprove policies proposed to the Bargaining Unit Executive;
  - 6.1.2 advise the Executive Officers on matters requiring attention;
  - 6.1.3 advise Bargaining Unit committees on matters requiring attention;
  - 6.1.4 receive and consider reports and resolutions from individuals and committees and refer for appropriate action;
  - 6.1.5 appoint additional committees as required and specify chairperson, terms of reference, and budgetary requirements;
  - 6.1.6 appoint to the position of: Health and Safety Officer, Political Action Officer, Members of District Standing Committees and others as required;
  - 6.1.7 approve the appointment of members to Bargaining Unit Committees;
  - 6.1.8 prepare and present the budget at the first regular Bargaining Unit's Executive meeting;
  - 6.1.9 where necessary, coordinate business between the Bargaining Unit members and the Board,
  - 6.1.10 receive and implement policy passed by OSSTF;
  - 6.1.11 bring issues and concerns to the attention of Bargaining Unit membership;
  - 6.1.12 maintain a liaison with other bargaining units in the district, the Board of Education and its administration,  
other federations and the community in order to promote the goals of our Bargaining Unit;
  - 6.1.13 maintain a liaison with committee chairpersons, other Bargaining Units' Officers;
  - 6.1.14 the Executive shall present the budget to the Bargaining Unit membership;
  - 6.1.15 in the event of a vacancy on the Executive, the Executive shall appoint a member in the Bargaining Unit to fill the vacancy until the following Annual General Membership meeting when an election can take place;
  - 6.1.16 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.
- 6.2 The **BARGAINING UNIT PRESIDENT** shall:
- 6.2.1 call and preside over all Executive meetings;
  - 6.2.2 prepare an agenda for all Executive, and general membership meetings;
  - 6.2.3 maintain a proper order of business at Executive and general membership meetings;
  - 6.2.4 be the official spokesperson of the Bargaining Unit;
  - 6.2.5 be an ex-officio member of all standing committees of the Bargaining Unit;
  - 6.2.6 recommend to the Executive the appointment of: Health and Safety Officer, Political Action representative, members of District Standing Committees and others as required;
  - 6.2.7 represent the Bargaining Unit at District Council meetings
  - 6.2.8 call and preside over Bargaining Unit general membership meetings;
  - 6.2.9 if required represent or designate a representative of the Bargaining Unit to attend the Annual Meeting of the Provincial Assembly;
  - 6.2.10 serve as the Bargaining Unit's Provincial Councillor;
  - 6.2.11 serve as a signing authority for the Bargaining Unit;
  - 6.2.12 ensure that all records are kept;
  - 6.2.13 maintain liaison, with the assistance of other Bargaining Unit officers, between the Bargaining Unit and all other levels of the professional organization;
  - 6.2.14 determine issues and concerns of the Bargaining Unit and bring them before District Council;
  - 6.2.15 keep a record of all District business and inform the Executive of the general business of the District;

- 6.2.16 attend all District Council and District general membership meetings or arrange for an alternate to do so;
- 6.2.17 carry out those responsibilities assigned by the Bargaining Unit, District and Provincial organizations;
- 6.2.18 submit vouchers for payment to the limit approved by District Council for Bargaining Unit expenditures when necessary;
- 6.2.19 be responsible for the efficient functioning of the Bargaining Unit organization within guidelines established by Bargaining Unit, District and Provincial constitutions;
- 6.2.20 call regular meetings of general members and the Executive of the Bargaining Unit.

6.3 The **PAST PRESIDENT** shall:

- 6.3.1 advise the President and Executive on the basis of his/her experience;
- 6.3.2 act as Chairperson of the Constitution Committee;
- 6.3.3 perform any other duties as the President may from time to time request.

6.4 The **VICE PRESIDENT** shall:

- 6.4.1 perform the duties of the President in his/her absence or at his/her request;
- 6.4.2 perform additional duties as requested by the President;
- 6.4.3 serve as an alternate signing authority for the President of the Bargaining Unit.

6.5 The **SECRETARY** shall:

- 6.5.1 record minutes of all Bargaining Unit Executive and general membership meetings;
- 6.5.2 arrange for duplication and distribution of minutes and reports;

6.6 The **TREASURER** shall:

- 6.6.1 keep an accurate record of the Bargaining Unit's accounts and financial transactions;
- 6.6.2 prepare an up-to-date financial report for each Executive meeting;
- 6.6.3 serve as a signing authority for the Bargaining Unit in conjunction with the President;
- 6.6.4 prepare an up-to-date financial report for each Council meeting.

6.7 The **CHIEF NEGOTIATOR** shall:

- 6.7.1 be elected according to procedures in By-law I with his/her term of office terminating with the election of the new chief Negotiator;
- 6.7.2 report to the Bargaining Unit on a continuing basis all proposed changes to the existing contract;
- 6.7.3 upon his/her election become a voting member of the Collective Bargaining Committee (C.B.C.);
- 6.7.4 report regularly on the status of the negotiations to the C.B.C., Bargaining Unit Executive, and the general membership of the Bargaining Unit;
- 6.7.5 give notice through the Bargaining Unit President to the Lakehead District School Board of the Bargaining Unit's desire to begin negotiations. As soon as possible thereafter, the Negotiating Team shall present its position to the Board and commence negotiations;
- 6.7.6 during his/her term of office coordinate the efforts of the Negotiating Team;
- 6.7.7 present in consultation with the C.B.C., the tentative Collective Agreement to the membership for ratification;
- 6.7.8 serve as a member of the District C.B.C.

6.8 The **EXECUTIVE OFFICER(S)** shall;

- 6.8.1 serve as a member of the Bargaining Unit Executive;
- 6.8.2 perform duties at the request of the Bargaining Unit Executive;

- 6.8.3 In the event that there is no Past President, both Executive Officers will alternately chair the Constitution Committee.
- 6.9 Each **COMMITTEE CHAIRPERSON** shall:
- 6.9.1 act in accordance with this Constitution and its related By-laws;
  - 6.9.2 determine issues and concerns of his/her committee and bring them before Executive;
  - 6.9.3 report to the Executive on a regular basis;
  - 6.9.4 coordinate the activities of his/her committee;
  - 6.9.5 submit to the Executive, in June, a budget proposal for the following year;
  - 6.9.6 prepare a report of the committee's activities for presentation at the Annual General Membership Meeting. This report, along with all other records and relevant materials shall be turned over to the incoming Chairperson;
  - 6.9.7 send notices of all meetings to the Bargaining Unit President;
  - 6.9.8 notify the Bargaining Unit President and committee member not meeting the attendance requirements as specified in By-Law 2.3;
  - 6.9.9 as outgoing Chairperson, call the first meeting of the incoming committee and supervise the election of a new Chairperson where appropriate.
- 6.10 The **GRIEVANCE OFFICER** shall:
- 6.10.1 assist in the implementation of the Grievance Article of the Collective Agreement upon request;
  - 6.10.2 advise the Executive on grievance related matters;
  - 6.10.3 present reports as he/she deems necessary to help clarify ambiguities in the Agreement;
  - 6.10.4 receive and explore concerns identified by the membership and/or Executive which arise from the implementation of the Collective Agreement and shall bring forth recommendations back to the Executive for action;
  - 6.10.5 it is the responsibility of the Grievance Officer to inform the member(s) of their right to appeal the decision made by the Grievance Officer to the Grievance Appeals Committee;
  - 6.10.6 shall make regular reports to the Bargaining Unit Executive.
- 6.11 The **POLITICAL ACTION OFFICER (P.A.O.)** shall:
- 6.11.1 be responsible for implementing policy as outlined by the Provincial P.A.C. guidelines as directed by the District Council and or the Bargaining Unit;
  - 6.11.2 develop and maintain a working relationship with other Political Action Officers or Political Action Committees from District 6A Thunder Bay
  - 6.11.3 make regular reports to the Bargaining Unit Executive.
- 6.12 The **HEALTH AND SAFETY OFFICER** shall
- 6.12.1 liaise with the District Health and Safety officer and the Provincial organization;
  - 6.12.2 be knowledgeable of health and safety issues, especially as they pertain to schools;
- 6.13 The **AMPA Delegates** shall:
- 6.13.1 represent the Bargaining Unit on the District 6A Thunder Bay delegation to AMPA;
  - 6.13.2 seek the input of the membership regarding major items of proposed AMPA business;
  - 6.13.3 present a report to the Bargaining Unit Executive at the next regularly scheduled meeting of the Bargaining Unit Executive following AMPA;

- 6.14 The **EDUCATION SERVICES OFFICER** shall:
- 6.14.1 promote, generate and co-ordinate the professional development of members;
- 6.14.2 identify, promote and access funding (Account # 2010) for professional growth and training opportunities for members;
- 6.14.3 act as the liaison between the bargaining unit and the Provincial Education Services Committee;
- 6.14.4 attend the Education Services Officers Conference.
- 6.15 The **GENERAL MEMBERSHIP** shall:
- 6.15.1 keep informed of the Bargaining Unit business and encourage active participation in Bargaining Unit activities;
- 6.15.2 attend all Bargaining Unit general membership meetings;
- 6.15.3 be knowledgeable in procedures to formulate policy in the Bargaining Unit;
- 6.14.4 help formulate the policies of the Bargaining Unit;
- 6.15.5 regard the business of the Bargaining Unit as private in nature;
- 6.15.6 be diligent in advancing professional abilities and strive to improve the quality of education in Thunder Bay.

#### **ARTICLE 7 - STANDING COMMITTEES OF THE BARGAINING UNIT**

- 7.1 The following shall be the Standing Committees of the Bargaining Unit:  
Collective Bargaining, Constitution, Status of Women, Professional Development and Social.
- 7.2 The Standing Committees shall be struck and their chairpersons appointed as outlined in By-Law I. Each committee shall operate under the guidelines specified in By-Law I.
- 7.3 Each committee shall report regularly to the Executive.
- 7.4 Each committee shall be responsible for preparing a budget for presentation to the Executive.
- 7.5 It shall be the duty of the outgoing chairperson of each committee to call the first meeting of the incoming committee and to supervise the election of a new chairperson where appropriate.
- 7.6 All committee work affecting Bargaining Unit policy must be submitted for approval by the Executive before any action is taken.

#### **ARTICLE 8 - MEETINGS**

- 8.1 **GENERAL MEMBERSHIP MEETINGS:**
- 8.1.1 General membership meetings may be called at the discretion of the Bargaining Unit President. There shall be at least two (2) general membership meeting each school year.
- 8.1.2 Notice of meetings shall be presented to the membership not less than ten (10) school days prior to the date of the meeting.
- 8.1.3 The Bargaining Unit President shall call a general meeting on receiving a written request from three (3) members of the Bargaining Unit.
- 8.1.4 A written explanation of the reason(s) for the meeting shall accompany the request to the President.
- 8.1.5 The Bargaining Unit President shall call a general membership meeting within seven (7) days after receiving the above request and explanation.



- 8.1.6 Only members in good standing may vote to ratify a proposed collective agreement between the Board and the Bargaining Unit members.
- 8.2 The **ANNUAL GENERAL MEMBERSHIP MEETING** shall:
- 8.2.1 be held before the end of June and shall include on the agenda when appropriate:
- 8.2.1.1 election of the Bargaining Unit Executive;
- 8.2.1.2 committee reports;
- 8.2.1.3 resolutions from the membership;
- 8.2.1.4 resolutions to amend the membership levy.
- 8.3 The **EXECUTIVE MEETINGS** shall:
- 8.3.1 Be held bi-monthly, September through June.
- 8.3.2 Notice of meetings shall be presented to all members of the Executive at least five (5) school days prior to the date of the meeting.
- 8.3.3 In addition to meetings as specified in Article 8.3.1 above, the Bargaining Unit President shall call an Executive meeting on receiving a written request from one (1) member of the Executive.
- 8.3.4 The Bargaining Unit President shall call a meeting of the Executive within seven (7) days after receiving the above request.
- 8.4 **QUORUM**  
Proper notice of meeting having been given, as in Article 8.1.2 those members present shall constitute a quorum for that meeting.
- 8.5 **RULES OF PROCEDURE**  
The Rules of Procedure shall be as outlined in By-Law 2.
- 8.6 **PARTICIPATION**  
Participation in Bargaining Unit meetings by the general membership shall be as outlined in By-Law 2.

## **ARTICLE 9 - AMENDMENTS**

- 9.1 Amendments to the Constitution and By-laws may be made at a general membership meeting by a two-thirds (2/3) vote of members voting in the case of amendments to the Constitution and by a simple majority vote of members voting in the case of amendments to the By-laws provided that:
- 9.1.1 notice of the proposed amendments shall have been given in writing to the Chairperson of the Constitution Committee, thirty (30) days prior to the general membership meeting;
- 9.1.2 such notice shall have been forwarded by the Constitution Committee to the Executive seven (7) days prior to the general membership meeting.
- 9.2 Interim amendments to the By-laws may be made at an Executive meeting by a ninety percent (90%) vote of Executive members voting and shall remain in force until voted on at the next general membership meeting in accordance with Article 9.1.

## **ARTICLE 10 - PRECEDENCE**

- 10.1 This Constitution shall take effect immediately on ratification by the general membership and shall have precedence over any previous constitution of the Bargaining Unit.

## **ARTICLE 11 - TIME RELEASE FOR BARGAINING UNIT OFFICERS**

- 11.1 The ECE Bargaining Unit may provide for funding to free Bargaining Unit Officers from Classroom duties.
- 11.2 Funding may be provided through:
  - 11.2.1 the Bargaining Unit budget;
  - 11.2.2 special Provincial-District allocation;
  - 11.2.3 levy;
  - 11.2.4 negotiations with the Board.
- 11.3 Bargaining Unit Officer(s) to be released shall be approved by the Bargaining Unit Executive prior to the Annual General Membership meeting of the Bargaining Unit.
- 11.4 A bi-annual review in a non-election year shall be conducted by a sub-committee. This sub-committee shall assess current and future needs and make recommendations to the Bargaining Unit Executive.

## **BY-LAWS OF THE EARLY CHILDHOOD EDUCATORS OF DISTRICT 6A THUNDER BAY OSSTF BY-LAW 1 - STANDING COMMITTEES**

### **1.1 APPOINTMENTS**

Appointments to the Standing Committees shall normally be made by Executive at the General Membership meeting before the end of June except for the Chief Negotiator who will begin duties after ratification of the contract, usually by December 31<sup>st</sup> and continue as Chief Negotiator until ratification of the new contract, a term of one year usually.

### **1.2 TERM OF OFFICE**

The normal term of office shall be two (2) years from July 1 to June 30, unless otherwise specified in the By-Laws.

### **1.3 The COLLECTIVE BARGAINING COMMITTEE (C.B.C.) shall:**

1.3.1 consist of no fewer than three (3) and no more than five (5) members appointed by the Executive.

1.3.2 The Chief Negotiator shall also be a member of this committee. This committee shall elect a chairperson from its members to better suit our needs as a bargaining unit.

1.3.3 It shall be the function of the C.B.C. to:

1.3.3.1 survey the membership to develop, in consultation with the Negotiating Team, the priorities for the coming set of negotiations;

1.3.3.2 receive on an ongoing basis the concerns of the members related to collective bargaining, respond to these concerns, and bring them to the attention of the Negotiating Team;

1.3.3.3 maintain a file of current statistical information required for the Negotiating Team;

1.3.3.5 assist the Negotiating Team in such areas as brief preparation and the organization of necessary strategic action;

1.3.3.4 be a communication link between the Negotiating Team and the general membership;

1.3.3.5 consult with the appropriate committee chairpersons.

1.3.4 The C.B.C. shall meet regularly on a monthly basis or more often as the situation may dictate.

### **1.4 The NEGOTIATING TEAM shall:**

1.4.1 consist of the Chief Negotiator, the President and two (2) members appointed by the C.B.C.;

1.4.2 present, in cooperation with the C.B.C., a negotiations brief to Executive;

1.4.3 liaise closely with the C.B.C. on the progress of negotiations in order to ensure effective communications with the general membership;

1.4.4 conduct negotiations in accordance with the Ontario Labour Relations Act respecting the Negotiation of Collective Agreements between the School Board and ECEs or its successors;

1.4.5 attempt to negotiate a Collective Agreement which moves toward the realization of the ECE priorities and Provincial targets;

1.4.6 present the tentative Collective Agreement for ratification at a general membership meeting;

1.4.7 conduct a ratification vote with polling taking place at the meeting location and the District Office.

### **1.5 The CONSTITUTION COMMITTEE shall:**

1.5.1 consist of the Past President or designated Executive Officer as chairperson and two (2) other members;

1.5.2 forward any notice of proposed amendment to the Constitution or By-laws to the Bargaining Unit seven (7) days before a general membership meeting provided that the notice is received

- thirty (30) days before the general membership meeting by the chairperson of the Constitution Committee;
- 1.5.3 report to Executive on an on-going basis of any notice of proposed amendment to the Constitution or By-laws received by the chairperson of the Constitution Committee;
  - 1.5.4 receive and explore concerns about the Constitution identified by the membership;
  - 1.5.5 conduct an annual review of the Constitution and By-laws for presentation to Executive;
  - 1.5.6 assist the membership as a resource in matters pertaining to the Constitution.
- 1.6 The **GRIEVANCE APPEALS COMMITTEE** shall:
- 1.6.1 consist of three (3) Executive members who did not take part in the decision to deny the grievance,
  - 1.6.2 hear appeals for Members when the Grievance Committee has decided not to proceed on behalf of District 6A with complaints and alleged violations of the agreement.
  - 1.6.3 The Chief Negotiator/Grievance Officer cannot serve on the Grievance Appeals committee. This vacancy shall be filled by an appointment of the Executive.
- 1.7 The **EDUCATION SERVICES COMMITTEE (ESC)** shall:
- 17.1.1 consist of three (3) members;
  - 17.1.2 elect its own chairperson;
  - 17.1.3 oversee, under the terms of the Agreement, and report to the Executive and to the Annual General Membership Meeting the distribution of monies from the P.D. fund and monies allocated by the Lakehead District School Board.
- 1.8 The **PROFESSIONAL DEVELOPMENT COMMITTEE (PD)** shall:
- 1.8.1. appoint one (1) member of the P.D. Committee to:
  - 1.8.2 act as a treasurer for the P.D. Committee;
  - 1.8.3 prepare a P.D Budget with the assistance of the P.D Committee;
  - 1.8.4 prepare financial reports for the P.D. Committee;
  - 1.8.5 Liaise with the secretary responsible for P.D accounts at the Board Office;
  - 1.8.6 perform duties as requested by the P.D chairperson;
  - 1.8.7 seek to encourage the professional growth of the members of the Bargaining Unit;
  - 1.8.8 ensure that all members of the Bargaining Unit are provided with a copy of the procedure for applying for P.D funds.
- 1.9 The **SOCIAL/CHARITY COMMITTEE** shall:
- 1.9.1 consist of the Social/Charity representatives elected from the Bargaining Unit;
  - 1.9.2 choose its own chairperson who shall oversee the organization of all social activities sponsored by the Bargaining Unit.
- 1.10 The **STATUS OF WOMEN/HUMAN RIGHTS COMMITTEE** shall:
- 1.10.1 consist of the Status of Women/Human Rights Officer as Chair and two (2) other members appointed annually;
  - 1.10.2 monitor the professional status of the members of the Bargaining Unit and advise the Executive of the need for appropriate action with respect to any developing trends;
  - 1.10.3 provide a forum for the discussion of issues relevant to the professional careers of the members of the Bargaining Unit;
  - 1.10.4 recommend to the Executive research and educational programmes designed to promote employment equity;

1.10.5 liaise with the Provincial Status of Women Committee, Provincial Human Rights Committee, the Lakehead Public School and other appropriate community or educational groups concerning issues relevant to the professional careers of members and seek their assistance in meeting the needs of members as required.

1.11 The **LABOUR MANAGEMENT COMMITTEE** shall:

1.11.1 shall consist of the President and Chief Negotiator;

1.11.2 purpose is to discuss issues, concerns that may not be covered under the collective agreement and promote the professionalism of the bargaining unit to the Board.

1.12 **OTHER COMMITTEES**

1.12.1 Any committees arising out of the Agreement or struck on an ad hoc basis, including those established by Executive during a period of negotiations dispute, shall serve under the terms specified in the Agreement or defined in the Executive minutes for the duration stated or until their objectives have been achieved. All major decisions of these committees affecting the Bargaining Unit must be approved by Executive.

## **BY-LAW 2 - PROCEDURE**

2.1 The Rules of Procedure for meetings shall be as specified in the OSSTF Handbook.

2.2 General meetings are open to any members of the Bargaining Unit. Members who wish to present a brief, motion or statement, other than through the Executive must inform the President in writing at least ten (10) days prior to the meeting for proper inclusion in the agenda.

2.3 Any voting member of the Executive who is absent for two (2) consecutive meetings of the Executive will be notified in writing by the bargaining unit Secretary.

2.4 Failure by a voting member to attend three (3) meetings of the Executive and/or Standing Committees without providing for an alternate will result in the Bargaining Unit President declaring the position vacant and taking appropriate action to fill the vacancy. It is the responsibility of Standing Committee Chairpersons to bring to the attention of the Bargaining Unit President the names of committee members not meeting this attendance requirement.

## **BY-LAW 3- ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

3.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.

3.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit.

## **BY-LAW 4 - ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE**

4.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:

4.1.1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.

- 4.1.2 Within two (2) days of receiving the request, the Bargaining Unit President shall appoint three (3) members of the Bargaining Unit Appeals Committee to consider the appeal.
- 4.1.3 Within three (3) days, the Bargaining Unit Appeal Committee shall meet to consider the appeal.
- 4.1.3.1 The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
- 4.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
- 4.1.3.3 The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
- 4.1.3.4 The Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.
- 4.1.3.5 Within two (2) days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.

**BY-LAW 5 - LEVY**

A levy on members for Bargaining Unit business may be determined at a general membership meeting. Any Bargaining Unit levy shall be reviewed at the Annual General Membership Meeting.

c:\data\const\2010\d6a ece const bylaws 2012.rtf