

Constitution of
The Teachers' Bargaining Unit
of
District 6A Thunder Bay
of the
Ontario Secondary School
Teachers' Federation

May 2012

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ARTICLE 1 - DEFINITIONS

In this constitution:

- 1.1 "OSSTF" shall mean the **O**ntario **S**econdary **S**chool **T**eachers' **F**ederation.
- 1.2 "**D**ISTRICT" shall mean the District 6A Thunder Bay of the OSSTF.
- 1.3 "**B**ARGAINING **U**NIT" shall mean a bargaining unit of OSSTF District 6A Thunder Bay.
- 1.4 "**B**RANCH" shall mean a sub-division of the bargaining unit.
- 1.5 "**B**OARD" shall mean the Lakehead District School Board.
- 1.6 "**A**GREEMENT" shall mean the current Collective Agreement between the Lakehead District School Board and the Bargaining Unit.
- 1.7 "**C.B.C.**" shall mean the **C**ollective **B**argaining **C**ommittee.
- 1.8 "**P.A.C.**" shall mean the **P**olitical **A**ction **C**ommittee.
- 1.9 "**P.D.**" shall mean **P**rofessional **D**evelopment.
- 1.10 "**O.T.F.**" shall mean the **O**ntario **T**eachers' **F**ederation.
- 1.11 "**E.A.**" shall mean the **E**ducation **A**ct.
- 1.12 "**A**MPA" shall mean the **A**nnual **M**eeting of the **P**rovincial **A**ssembly.
- 1.13 "**A**GM" shall mean **A**nnual **G**eneral **M**embership **M**eeting
- 1.14 "**O**T" shall mean **O**ccasional **T**eacher
- 1.15 "**M**EMBER" shall mean an "Active Member" as defined in the Constitution of the Ontario Secondary School Teachers' Federation

ARTICLE 2 - NAME

- 2.1 This organization shall be known as the "Teachers' Bargaining Unit of District 6A Thunder Bay of the OSSTF".

ARTICLE 3- AIMS

- 3.1 It shall be the aim of this Bargaining Unit:
 - 3.1.1 to promote and advance the cause of education;
 - 3.1.2 to further the professional development of all members;
 - 3.1.3 to promote and advance the interests of members;
 - 3.1.4 to secure conditions that will make possible the best professional service;
 - 3.1.5 to secure for members an active role in the formulation of educational policies and practices;
 - 3.1.6 to protect the rights of members in good standing with OSSTF.

ARTICLE 4 - MEMBERSHIP

- 4.1 Membership in this Bargaining Unit shall include all Members employed by the Lakehead District School Board as a Secondary Teacher, a Secondary Occasional Teacher, or a Continuing Education Teacher.

ARTICLE 5 - ORGANIZATION

5.1 BARGAINING UNIT EXECUTIVE

- 5.1.1 The Executive Officers shall include:
 - 5.1.1.1 President, who shall be deemed the Chief Executive Officer of the Bargaining Unit for bargaining purposes;
 - 5.1.1.2 Past President and if the Past President position is not filled, an additional Executive Officer may be appointed;
 - 5.1.1.3 Vice-President;
 - 5.1.1.4 Secretary-Treasurer;
 - 5.1.1.5 Executive Officer;
 - 5.1.1.6 Chief Negotiator;

5.2 **BARGAINING UNIT COUNCIL**

5.2.1 The Council shall include as **VOTING** members:

5.2.1.1 the one Branch Representative from each Branch; Branches include each Secondary School, Occasional Teachers, Continuing Education Teachers, and Alternative Education teachers;

5.2.1.2 the Branch President from each Branch;

5.2.1.3 one additional Branch Councillor for schools with membership of 50 FTE or more.

5.2.1.4 the OT branch will have one Branch Councillor regardless of FTE.

5.2.2 The Council may also include as **NON-VOTING** members:

5.2.2.1 any other persons as deemed necessary from time to time by the Council;

5.2.2.2 members invited by the Executive.

5.3 Each **BRANCH** shall:

5.3.1 have a constitution

5.3.2 Each branch shall elect a Branch Executive consisting of:

5.3.2.1 a Branch Representative, at a minimum;

5.3.2.2 other Branch Executive Officers as appropriate to that Branch, which may include a Collective Bargaining-Staffing Committee Representative; a Political Action-Communications Representative; and other officers responsible for: Charity; Educational Services; Health and Safety; Pensions; Benefits; Status of Women;

5.3.2.3 and if appropriate, Branch Councillors to represent the Branch at Bargaining Unit Council and District Council meetings. Councillors may hold other positions on the Branch Executive.

5.3.2.4 other Branch Executive Officers as appropriate to that Branch, which may include officers responsible for: Charity; Educational Services; Health and Safety; Pensions; Benefits; Status of Women;

5.3.3 There shall be a minimum four (4) regularly scheduled Branch meetings.

5.3.4 The OT Branch shall have one (1) regularly scheduled Branch meeting.

ARTICLE 6 - ELECTIONS

6.1 Each Branch shall elect its Executive every two (2) years, before the end of the school year.

6.2 The Bargaining Unit Executive Officers shall be elected every two (2) years by secret ballot taken at the Bargaining Unit Annual General Membership Meeting, to be held at a neutral location.

6.3 Notice of Bargaining Unit elections and the positions open for nomination shall be posted in each Branch in accordance with Article 10.

6.4 Nominations for the Bargaining Unit Executive positions may come from the membership at large and shall be submitted to the Secretary-Treasurer at least 15 working days prior to the elections. The Secretary-Treasurer shall post the list of declared candidates at least 10 working days prior to the elections.

6.5 Nominations shall be accepted from the floor provided that there are no on-time nominations on file for the position in question. Such nominations must be supported by five (5) members from at least two (2) different branches

6.6 Notwithstanding article 6.5, an unsuccessful candidate for one office may be nominated from the floor for another position. Such nominations must be supported by five (5) members from at least two (2) different branches

6.7 Executive Officers may be elected as vacancies arise:

6.7.1 either at the Annual General Membership Meeting if the vacancy occurs less than 45 days prior to the AGM;

6.7.2 or at a General Membership Meeting.

6.7.3 All General Membership Meetings involving elections are to be held at a neutral location.

- 6.8 All elected officers shall assume their duties either on
 - 6.8.1 the first day of July following Branch or AGM election;
 - 6.8.2 or, the first day following an election under 6.7.2 and 6.10.
- 6.9 No Member shall have more than one (1) vote on the Bargaining Unit Executive or Council.
- 6.10 Vacancies arising among Branch Representatives or Committee Chairpersons shall be filled by election by the represented body.

6.11 ELECTION PROCEDURE

- 6.11.1 The election of Executive Officers shall take place in the following order:
 - 6.11.1.1 President;
 - 6.11.1.2 Vice-President;
 - 6.11.1.3 Secretary-Treasurer;
 - 6.11.1.4 Executive Officer(s);
 - 6.11.1.5 Chief Negotiator, if appropriate.
- 6.11.2 All candidates may speak to their candidacies for a period not to exceed three (3) minutes.
- 6.11.3 The Presiding Officer will allow a period before each election during which the electors may question the candidates.
- 6.11.4 The Presiding Officer, scrutineers and any other election officials shall be members of the Bargaining Unit and shall be appointed by the Bargaining Unit Council.

6.12 ELECTION OF DELEGATES TO AMPA

- 6.12.1 The number of delegates shall be as established by the Provincial OSSTF.
- 6.12.2 One delegate shall be the Bargaining Unit President who is also the Provincial Councillor under 7.3.1.12
- 6.12.3 Further delegates shall be elected by the Bargaining Unit Council.
- 6.12.4 The election shall be held prior to the Christmas Break at a Bargaining Unit Council meeting.
- 6.12.5 Nominations for delegates shall be submitted to the Secretary-Treasurer at least 15 working days prior to the elections. The Secretary-Treasurer shall post the list of declared candidates at least 10 working days prior to the elections.
- 6.12.6 The election shall be by secret ballot cast by voting members of the Bargaining Unit Council.
- 6.12.7 Any member in good standing with the Bargaining Unit may serve as a delegate.
- 6.12.8 Candidates or their designates shall be allowed up to three (3) minutes each to speak to their candidacy.
- 6.12.9 The names of the runners-up shall be kept on file in rank order by the Bargaining Unit Secretary-Treasurer. Should substitution become necessary, it shall occur according to that rank order.
- 6.12.10 In the absence of a list of names of runners-up, delegates will be appointed by the Bargaining Unit President.
- 6.12.11 If an OT delegate(s) and/or a Con Ed delegate(s) is/are established by Provincial OSSTF, the Branch would determine the selection of their delegate(s).

ARTICLE 7 - DUTIES OF THE BARGAINING UNIT ORGANIZATION

- 7.1 The **BARGAINING UNIT COUNCIL** shall:
 - 7.1.1 approve, amend or reject policies proposed to the Council;
 - 7.1.2 advise the Executive Officers on matters requiring attention;
 - 7.1.3 advise committees on matters requiring attention;
 - 7.1.4 receive and consider reports and resolutions from individuals, Branches or committees and refer for appropriate action;
 - 7.1.5 appoint additional committees as required, specifying chairperson, membership, terms of reference, and budgetary requirements;
 - 7.1.6 approve the appointment of non-elected Officers and members to Committees;
 - 7.1.7 approve the Bargaining Unit budget;
 - 7.1.8 approve expenditures by individuals or groups that have not been previously approved by the budget process;
 - 7.1.9 appoint the Presiding Officer and scrutineers for any Bargaining Unit Executive elections;

- 7.1.10 endorse the formation of new branches and forward such reorganization to the District Council for the District's information;
- 7.1.11 elect the bargaining unit's representatives to AMPA;
- 7.1.12 review the issue of time-release for Bargaining Unit Officer(s) through a sub-committee of the Bargaining Unit Council and deal with recommendations for time-release from the sub-committee prior to the Annual General Membership Meeting; such decisions must be made prior to the Annual General Membership Meeting.
- 7.1.12.1 the sub-committee shall report to the Levy Committee any recommendations for changing time-release.

7.2 The **BARGAINING UNIT EXECUTIVE** shall:

- 7.2.1 coordinate business between the Bargaining Unit members and the District and Provincial organization;
- 7.2.2 where necessary, coordinate business between the Bargaining Unit members and the Board;
- 7.2.3 receive and implement policy passed by the Bargaining Unit and District Councils;
- 7.2.4 bring issues and concerns to the attention of the Bargaining Unit and District Councils;
- 7.2.5 maintain a liaison with Branches, the District, the Board and its administration, other federations and the community in order to promote the goals of our organization;
- 7.2.6 maintain a liaison with committee chairpersons and other Bargaining Unit Executive Officers;

7.3 **BARGAINING UNIT EXECUTIVE OFFICERS**

7.3.1 The **PRESIDENT** shall:

- 7.3.1.1 call and preside over all meetings of the Executive and general membership;
- 7.3.1.2 prepare an agenda for all Executive, Council and general membership meetings;
- 7.3.1.3 maintain a proper order of business at Executive and general membership meetings;
- 7.3.1.4 be the official spokesperson of the Bargaining Unit;
- 7.3.1.5 be an ex-officio member of all committees of the Bargaining Unit;
- 7.3.1.6 recommend to the Bargaining Unit Council the appointment of:–Health and Safety Officer, members of Standing Committees and others as required;
- 7.3.1.7 represent the Bargaining Unit at District Executive and Council meetings;
- 7.3.1.8 serve as a signing authority for the Bargaining Unit;
- 7.3.1.9 ensure that all records are kept for a period of at least five (5) years;
- 7.3.1.10 act as the Chief Executive Officer of the Bargaining Unit.
- 7.3.1.11 act as, or recommend to the Bargaining Unit Council the appointment of, the Grievance / Contract Maintenance Officer.
- 7.3.1.12 serve as the Bargaining Unit's Provincial Councillor

7.3.2 The **PAST PRESIDENT** shall:

- 7.3.2.1 advise the President and Council on the basis of experience;
- 7.3.2.2 perform any other duties as the President may from time to time request;
- 7.3.2.3 serve one (1) term only.

7.3.3 The **VICE-PRESIDENT** shall:

- 7.3.3.1 perform the duties of the President in his/her absence and/or at his/her request;
- 7.3.3.2 perform additional duties as requested by the President;
- 7.3.3.3 serve as an alternate signing authority for the Bargaining Unit;
- 7.3.3.4 serve as chairperson of the Bargaining Unit Council;
- 7.3.3.5 serve as chairperson of the Constitution Committee.
- 7.3.3.6 in the event of an extended absence of the President, assume his/her time release .

7.3.4 The **SECRETARY-TREASURER** shall:

- 7.3.4.1 submit all vouchers to the District Secretary-Treasurer for payment;
- 7.3.4.2 keep an accurate record of all financial transactions of the Bargaining Unit;
- 7.3.4.3 prepare an up-to-date financial report for each Council meeting;
- 7.3.4.4 prepare and present, in consultation with the Executive, the Bargaining Unit budget for submission to the District Finance Committee;
- 7.3.4.5 serve as a member of the District Finance Committee;

- 7.3.4.6 serve as a signing authority for the Bargaining Unit.
- 7.3.4.7 compile and post candidate lists for all AGM elections, at least 10 days prior to the AGM.

7.3.5 The **EXECUTIVE OFFICER** shall:

- 7.3.5.1 serve as a member of the Bargaining Unit Executive;
- 7.3.5.2 perform duties at the request of the Bargaining Unit Executive.

7.3.6 The **CHIEF NEGOTIATOR** shall:

- 7.3.6.1 be elected according to procedures in By-law I with his/her term of office terminating with the election of the new Chief Negotiator;
- 7.3.6.2 report in writing to the Bargaining Unit President on a continuing basis all proposed changes to the existing collective agreement;
- 7.3.6.3 upon his/her election become a voting member of the Bargaining Unit C.B.C.;
- 7.3.6.4 report regularly on the status of the negotiations to the C.B.C., Bargaining Unit Executive, Bargaining Unit Council, and the general membership of the Bargaining Unit;
- 7.3.6.5 give notice through the Bargaining Unit President to the Lakehead District School Board of the Unit's desire to begin negotiations, and, as soon as possible thereafter, present with the Negotiating Team the Unit's position to the Board and commence negotiations;
- 7.3.6.6 during his/her term of office coordinate the efforts of the Negotiating Team;
- 7.3.6.7 present, in consultation with the C.B.C., the tentative Collective Agreement to the membership for ratification;
- 7.3.6.8 serve as a member of the District C.B.C.

7.4 The **BRANCH PRESIDENT** shall:

- 7.4.1 be the official representative of the members of his/her Branch at meetings of the Bargaining Unit Council and District Council;
- 7.4.2 maintain liaison, with the assistance of other Branch officers, between the Branch and all other levels of the organization;
- 7.4.3 determine issues and concerns of the Branch and bring them before the Bargaining Unit Council and District Council, as appropriate;
- 7.4.4 keep a record of all Bargaining Unit business and inform his/her staff of the general business of the Bargaining Unit;
- 7.4.5 attend all meetings of the Bargaining Unit Council, Bargaining Unit general membership, District Council and District general membership or arrange for an alternate to do so;
- 7.4.6 carry out those responsibilities assigned by the Branch, Bargaining Unit, District and Provincial organizations;
- 7.4.7 submit vouchers for payment to the limit approved by the Bargaining Unit Council for Branch expenditures when necessary;
- 7.4.8 be responsible for the efficient functioning of the Branch organization within guidelines established by the Branch, Bargaining Unit, Division, District and Provincial constitutions;
- 7.4.9 call regular meetings of the Branch membership.

7.5 The **CONTRACT MAINTENANCE OFFICER** shall:

- 7.5.1 be the Bargaining Unit President;
- 7.5.2 assist in the implementation of the Grievance Article of the Collective Agreement upon request;
- 7.5.3 advise the Executive and Council on grievance related matters;
- 7.5.4 present reports as he/she deems necessary to help clarify ambiguities in the Agreement;
- 7.5.5 serve as chairperson of the Grievance / Contract Maintenance Committee.

7.6 The **HEALTH AND SAFETY OFFICER** shall:

- 7.6.1 be appointed annually by the Bargaining Unit Council;
- 7.6.2 liaise with the District Health and Safety Officer and the Provincial organization;
- 7.6.3 be knowledgeable of health and safety issues, especially as they pertain to schools;
- 7.6.4 be a resource for the Bargaining Unit and District.

7.7 The **EDUCATIONAL SERVICES OFFICER** shall:

- 7.7.1 be appointed by the Bargaining Unit Council;
- 7.7.2 liaise with the District Educational Services Officer and the Provincial organization;
- 7.7.3 be a resource for the Bargaining Unit and District.

7.8 Each **COMMITTEE CHAIRPERSON** shall:

- 7.8.1 act in accordance with this Constitution and its related By-laws;
- 7.8.2 determine issues and concerns of the committee and bring them before the Bargaining Unit Council;
- 7.8.3 report to the Council on a regular basis;
- 7.8.4 coordinate the activities of the committee;
- 7.8.5 submit to the Secretary-Treasurer a budget proposal for the following year;
- 7.8.6 prepare a report of the committee's activities for presentation at the Annual General Membership Meeting;
- 7.8.7 turn over to the incoming Chairperson all records and relevant materials;
- 7.8.8 send notices of all meetings to the Bargaining Unit President;
- 7.8.9 notify the Bargaining Unit President and appropriate Branch Representatives of the name of any committee member not meeting the attendance requirements as specified in By-Law 2.4;
- 7.8.10 as outgoing Chairperson, call the first meeting of the incoming committee and supervise the election of a new Chairperson where appropriate.

7.9 The **AMPA DELEGATES** shall:

- 7.9.1 represent the Bargaining Unit on the District 6A Thunder Bay delegation to AMPA;
- 7.9.2 seek the input of the membership regarding major items of proposed AMPA business;
- 7.9.3 present a report to the Bargaining Unit Council at the next regularly scheduled meeting of the Bargaining Unit Council following AMPA.

7.10 The **GENERAL MEMBERSHIP** shall:

- 7.10.1 keep informed of Federation policies, Bargaining Unit and District business;
- 7.10.2 participate in the life and work of the Bargaining Unit and District;
- 7.10.3 attend all Bargaining Unit and District general membership meetings;
- 7.10.4 be knowledgeable in procedures to formulate policy in the Bargaining Unit and District;
- 7.10.5 help formulate the policies of the Bargaining Unit and District;
- 7.10.6 regard the business of the Bargaining Unit and District as private in nature;
- 7.10.7 be diligent in advancing professional abilities and strive to improve the quality of education in Thunder Bay.

ARTICLE 8 - COMMITTEES

8.1 Bargaining Unit Committees shall be structured and operated in accordance with the By-Laws.

8.2 Joint Member-Employer Committees shall be structured and operated in accordance with the terms of the Collective Agreement.

8.3 All Committees shall report regularly to the Bargaining Unit Council and to the Annual General Membership Meeting.

8.4 Each committee shall be responsible for preparing a budget for presentation to the Executive.

8.5 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.

8.6 All committee work affecting Bargaining Unit or District policy must be submitted for approval by the Bargaining Unit or District Council before any action is taken.

8.7 DISTRICT OVERSIGHT COMMITTEE

8.7.1 Two members, not holding office shall serve on the District Oversight Committee.

8.7.2 Teacher Bargaining Unit Council shall select these two representatives from applications submitted by interested members.

ARTICLE 9 - REPRESENTATION TO DISTRICT 6A THUNDER BAY COUNCIL

9.1 The Constitution of the District shall establish the representation to District 6A Thunder Bay Council.

9.2 The delegation shall include:

9.2.1 the Representative of each Branch, or their designate;

9.2.2 such other representatives as may be required to fulfil the quota for representation by population as established by the District.

9.2.3 Should any representative be unable to attend, alternates shall be appointed:

9.2.4 by the Bargaining Unit President in the case of an Executive member or a member appointed by the Bargaining Unit Council.

ARTICLE 10 - MEETINGS

10.1 BARGAINING UNIT EXECUTIVE MEETINGS

10.1.1 There shall be a minimum of four (4) regularly scheduled Bargaining Unit Executive meetings each school year.

10.1.2 Notice of meetings shall be presented to all members of the Bargaining Unit Executive at least three (3) school days prior to the date of the meeting.

10.2 GENERAL MEMBERSHIP MEETINGS

10.2.1 General membership meetings may be called at the discretion of the President. There shall be at least one (1) general membership meeting each school year.

10.2.2 Notice of meetings shall be presented to the membership not less than four (4) school days prior to the date of the meeting.

10.2.3 The President shall call a general meeting on receiving a written request from twenty (20) members of the Bargaining Unit or a majority of the members of any one Branch.

10.2.4 A written explanation of the reason(s) for the meeting shall accompany the request to the President.

10.2.5 The President shall call a general membership meeting within seven (7) days after receiving the above request and explanation.

10.3 The ANNUAL GENERAL MEMBERSHIP MEETING shall:

10.3.1 General membership meetings may be called at the discretion of the President. There shall be at least one (1) general membership meeting each school year which will be the Annual General Membership Meeting.

10.3.1.1 at a neutral location in an election year;

10.3.2.1 notwithstanding 10.1.2, an emergency meeting may be called with less notice than four (4) schools days, provided a quorum of 50 is reached at that meeting.

10.3.2 include on the agenda:

10.3.2.1 election of the Bargaining Unit Executive, when appropriate;

10.3.2.2 reports from the Executive;

10.3.2.3 committee reports;

10.3.2.4 resolutions from the membership;

10.3.2.5 (provide) a review of any Bargaining Unit Levy.

10.4 BARGAINING UNIT COUNCIL MEETINGS

10.4.1 There shall be a minimum of four (4) regularly scheduled Bargaining Unit Council meetings each school year.

10.4.2 Notice of meetings shall be presented to all members of the Bargaining Unit Council (or alternates) at least three (3) school days prior to the date of the meeting.

10.4.3 In addition to meetings as specified in Article 10.3.1 above, the President shall call a Bargaining Unit Council meeting on receiving a written request from three (3) members of the Council.

10.4.4 The President shall call a meeting of the Bargaining Unit Council within seven (7) days after receiving the above request.

10.5 QUORUM

10.5.1 Proper notice of meeting having been given, as in Article 10.1.2 and/or Article 10.3.2, those members present shall constitute a quorum for that meeting.

10.6 RULES OF PROCEDURE

10.6.1 The Rules of Procedure shall be as outlined in By-Law IV.

10.7 PARTICIPATION

10.7.1 Participation in Bargaining Unit Council meetings by the general membership shall be as outlined in By-Law IV.

10.8 LEVY

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

ARTICLE 11 - TIME RELEASE FOR BARGAINING UNIT OFFICERS

11.1 The Education Act 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 Council prior to the Annual General Membership Meeting of the Bargaining Unit.

11.4 An annual review shall be conducted by a sub-committee of the Bargaining Unit Council; this sub-committee shall assess current and future needs and make recommendations to the Levy Committee.

11.5 Any changes to the levy for Bargaining Unit Officer time release shall be determined at the Annual General Membership Meeting.

ARTICLE 12 - AMENDMENTS

12.1 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:

12.1.1 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;

12.1.2 such notice shall have been forwarded by the Constitution Committee to the Branches, a minimum of seven (7) days prior to the general membership meeting.

ARTICLE 13 - PRECEDENCE

13.1 This Constitution shall take effect immediately on ratification by the general membership and shall have precedence over any previous constitution of the Bargaining Unit. Any portion of this Constitution which is in contradiction with either the Provincial OSSTF Constitution or the District 6A Constitution is superseded by the

terms of those constitutions.

BY-LAWS OF THE EDUCATION ACT BARGAINING UNIT OF DISTRICT 6A THUNDER BAY OF THE OSSTF

BY-LAW I - STANDING COMMITTEES

1.1 APPOINTMENTS

1.1.1 Appointments to the Bargaining Unit Standing Committees shall normally be made by the Bargaining Unit Council at the last Council meeting of the school year.

1.2 TERM OF OFFICE

1.2.1 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 one (1) representative elected by each Branch in the Bargaining Unit;
- 1.3.2 elect a chairperson from among its members;
- 1.3.3 include the Chief Negotiator as a member;
- 1.3.4 if necessary, recommend to the President an appropriate date for calling a special general membership meeting to elect the next Chief Negotiator after ratification of a Collective Agreement;
- 1.3.5 solicit nominations for the position of Chief Negotiator;
- 1.3.6 conduct the election of the Chief Negotiator at the special general membership meeting;
- 1.3.7 solicit names of members interested in being negotiators within one month of the election of the Chief Negotiator, and appoint, in consultation with the Chief Negotiator and the President, a maximum of four (4) persons, one of whom must be from the ConEd Branch, to serve on the Negotiating Team;
- 1.3.8 elect a new chairperson, if the chairperson of the C.B.C. is elected Chief Negotiator or appointed by the C.B.C. to the Negotiating Team; in the former case, the election of the new chairperson shall occur prior to implementing By-Law 1.4.7;
- 1.3.9 survey the membership to develop, in consultation with the Negotiating Team, the priorities for the coming set of negotiations;
- 1.3.10 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;
- 1.3.11 maintain a file of current statistical information required for the Negotiating Team;
- 1.3.12 assist the Negotiating Team in such areas as brief preparation and the organization of necessary strategic action;
- 1.3.13 be a communication link between the Negotiating Team and the general membership;
- 1.3.14 consult with the District Educational Finance Officer, the Pensions and Retirement Benefits Information Officer, and with other appropriate committee chairpersons.
- 1.3.15 meet regularly at least five (5) times during the school year or more often as the situation may dictate.

1.4 The NEGOTIATING TEAM shall:

- 1.4.1 consist of the Chief Negotiator, a maximum of four (4) members, one of whom must be from the Con Ed Branch, appointed by the C.B.C. and the President;
- 1.4.2 present, in cooperation with the C.B.C., a negotiations brief to the Bargaining Unit Council and the Branches prior to the commencement of negotiations;
- 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 or its successors;
- 1.4.5 attempt to negotiate a Collective Agreement which moves toward the realization of the Bargaining Unit, District and Provincial priorities and targets;
- 1.4.6 present the tentative Collective Agreement to a meeting of members before ratification;
- 1.4.7 conduct a ratification vote with polling taking place at secondary schools and the District Office.

- 1.5 The **OCCASIONAL TEACHERS NEGOTIATING COMMITTEE** shall:
- 1.5.1 consist of the Bargaining Unit President, the OT Branch Representative, and one other occasional teacher.
 - 1.5.2 the other occasional teacher will be chosen from a pool of candidates by the other members of the negotiating team
- 1.6 The **COMMITTEE OF REVIEW** shall:
- 1.6.1 have members as outlined in the Collective Agreement;
 - 1.6.2 function as outlined in the Collective Agreement.
- 1.7 The **CONSTITUTION COMMITTEE** shall:
- 1.7.1 consist of the Vice-President who shall serve as chairperson and at least two (2) other members of the Bargaining Unit;
 - 1.7.2 forward any notice of proposed amendment(s) to the Constitution or By-laws to the Branches 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;
 - 1.7.3 report to Bargaining Unit Council 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;
 - 1.7.4 receive and explore concerns about the Constitution identified by the membership;
 - 1.7.5 conduct an annual review of the Constitution and By-laws for presentation to Bargaining Unit Council;
 - 1.7.6 assist the membership as a resource in matters pertaining to the Constitution.
- 1.8 The **CONTRACT ADMINISTRATION COMMITTEE** shall:
- 1.8.1 consist of:
 - 1.8.1.1 the Grievance/Contract Maintenance Officer, who shall act as chairperson;
 - 1.8.1.2 one representative from each branch.
 - 1.8.2 receive and explore concerns identified by the membership and/or the Bargaining Unit Council which arise from the implementation of the Collective Agreement;
 - 1.8.3 make recommendations for action to the Bargaining Unit Executive and Council.
- 1.9 The **HEALTH AND SAFETY COMMITTEE** shall:
- 1.9.1 consist of a representative from each branch and the Bargaining Unit Health and Safety Officer;
 - 1.9.2 elect its chairperson from among its members;
 - 1.9.3 meet as needed, but at least two (2) times during the year;
 - 1.9.4 consult regularly on health and safety issues and make recommendations, when necessary, to the Bargaining Unit Council for action;
 - 1.9.5 develop expertise and serve as a resource on health and safety issues.
- 1.10 The **REDUNDANCY COMMITTEE** shall:
- 1.10.1 have members as outlined in the Collective Agreement;
 - 1.10.2 function as outlined in the Collective Agreement;
 - 1.10.3 include the Bargaining Unit President and the Bargaining Unit Vice-President as members of the committee.
- 1.11 The **TEACHER-BOARD EDUCATION COMMITTEE** shall:
- 1.11.1 consist of a maximum total number of four (4) if deemed necessary including:
 - 1.11.1.1 the President of the Bargaining Unit;
 - 1.11.1.2 one other member of the Bargaining Unit Executive;
 - 1.11.1.3 other members as appointed by the Bargaining Unit Council;
 - 1.11.2 elect a chairperson from among its members;
 - 1.11.3 fulfill the requirements of the Collective Agreement;
 - 1.11.4 determine concerns of the membership in regard to conditions of work, ancillary services, and the quality of education in the Lakehead District School Board system.
- 1.12 **GRIEVANCE APPEALS COMMITTEE**
- 1.12.1 The Grievance Officer shall be responsible for all grievances in consultation with the Education Act

Teachers' Bargaining Unit President.

1.12.2 The Grievance Appeals Committee shall consist of the members of the Bargaining Unit Executive other than the Grievance Officer, plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive.

1.12.3 The Grievance Appeals Committee shall establish procedures for dealing with grievance appeals and publicize such procedures periodically to the membership.

1.13 The **LEVY COMMITTEE** shall:

1.13.1 consist of a minimum of three (3) Members, including:

1.13.1.1 the Bargaining Unit Treasurer;

1.13.1.2 at least two (2) others, not holding any Office;

1.13.2 annually review any levy;

1.13.2.1 determine the needs of the bargaining unit based on member input and/or input from the Bargaining Unit Council;

1.13.2.2 determine the method of calculation and the amount of any levy;

1.13.2.3 release a report for review by the Membership prior to the AGM;

1.13.3 report with recommendations and appropriate motions at any General Membership Meeting, as need arises.

1.14 **OTHER COMMITTEES**

1.14.1 The Grievance Officer/Contract Maintenance shall be responsible for all grievances in consultation with the Chief Negotiator or bargaining unit Vice-President.

1.14.2 The Grievance Appeals Committee shall consist of the members of the Bargaining Unit Executive, not involved with the original decision not to initiate the grievance, plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive.

BYLAW II - ANTI-HARASSMENT AND ANTI-BULLYING POLICY

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

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

BYLAW III - ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

3.1 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:

3.1.1 Within five 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.

3.1.2 Within two days of receiving the request, the Bargaining Unit Presidents shall appoint three members of the Bargaining Unit Appeals Committee to consider the appeal.

3.1.3 Within three days, the Bargaining Unit Appeal Committee shall meet to consider the appeal.

3.1.3.1 The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.

3.1.3.2 Following the review, the Committee shall either confirm or modify the decision.

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

3.1.4 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.

3.1.5 Within two days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.

3.1.6 The decision of the Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.

BY-LAW IV - PROCEDURE

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