

# CONSTITUTION AND BY-LAWS

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## Ontario Secondary School Teachers' Federation

District 18 Upper Grand District School Board

Office, Clerical, Technical and Student Transportation Services

May 24, 2016

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## **Constitution – Article 1 - Definitions**

In this Constitution:

1. “Area Representative” shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given Organizational Area.
2. “Bargaining Unit” shall be the Office, Clerical and Technical/Student Transportation Services Bargaining Unit which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
3. “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.
4. “Constitution” shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
5. For the purpose of the OCT/TS Constitution “District” shall mean District 18, Upper Grand District School Board, and Wellington Transportation Consortium, OSSTF.
6. “General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
7. “Member” shall mean an active member (in good standing) who is an Office, Clerical or Technical member working at the Upper Grand District School Board, or who is a member working at the Service de Transport de Wellington – Dufferin Student Transportation Services “STW-DSTS”.
8. “Organizational Area” shall mean an organizational sub-division of the Bargaining Unit as defined in the By-Laws.
9. “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.

10. “Policy” shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
11. “Procedures” shall mean detailed rules established by the Bargaining Unit Executive Council to govern the “day-to-day” operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policy.
12. “Workplace Representative” shall mean a Member of the Bargaining Unit in each workplace who has been designated to coordinate OSSTF activities at a workplace.
13. “Executive Council” shall refer to the body which is responsible under the Constitution and By-laws for conducting the business of this Bargaining Unit.
14. “STW-DSTS” – shall mean Service de Transport de Wellington – Dufferin Student Transportation Services members.

## **Article 2 – Name and Authority**

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers’ Federation, District 18 Office, Clerical Technical and Student Transportation Services Unit (OCT/TS)
- 2.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention to the OSSTF and/or District Constitution, By-Laws, Policies and/or Procedures are null and void.

## **Article 3 – Objects**

- 3.1 The objects of the Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 3.2 The ethics of the Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

## **Article 4 – Membership**

- 4.1 Members shall include employees employed by the Upper Grand District School Board as Office, Clerical and Technical employees, and members employed by Service de Transport de Wellington – Dufferin Student Transportation Services Unit.

## **Article 5 – Dues & Levies**

- 5.1 Members shall pay annual dues as prescribed in the By-laws of OSSTF.
- 5.2 In addition to the dues prescribed by OSSTF, a levy will be required and voted upon by this Bargaining Unit, the purpose of which shall pay the salary release time for the Bargaining Unit President in the manner prescribed in the By-Laws. Any changes in the amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

## **Article 6 – Organization**

- 6.1 Bargaining Unit Executive Council
- 6.1.2 There shall be an Executive Council consisting of the following members
- 6.1.2.1 President
- 6.1.2.2 Vice President
- 6.1.2.3 Secretary
- 6.1.2.4 Treasurer
- 6.1.2.5 Grievance Officer
- 6.1.2.6 Area Representatives

- 6.1.2.7 Chief Negotiator, (elected by CBC)
- 6.1.2.8 Communications Officer
- 6.1.2.9 Health and Safety Officer(appointed by Executive)
- 6.1.2.10 Political Action Officer (appointed by Executive)
- 6.1.2.11 Pay Equity Officer (appointed by Executive)

## **Article 7 - Meetings**

- 7.1 Frequency of Executive Council Meetings shall be established in the By-laws.
- 7.2 There shall be an Annual General Meeting as defined in the By-Laws.
- 7.3 Special General Meetings may be convened in accordance with the By-Laws.

## **Article 8 – Collective Bargaining**

- 8.1 There shall be a Collective Bargaining Committee for the Office Clerical & Technical employees and a Collective Bargaining Committee for the Student Transportation employees, elected in accordance with the by-laws.
- 8.1.1 The Collective Bargaining Committees shall be responsible to the Bargaining Unit Executive Council through the Chief Negotiator of the Collective Bargaining Committees.

## **Article 9 – Standing Committees**

- 9.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws.
- 9.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Council Meeting at the request of the President

## **Article 10 – Grievance Appeal Committee**

- 10.1 There shall be a Grievance Appeal Committee appointed by the Bargaining Unit Executive Council.

## **Article 11 – Amendments**

- 12.1 Amendments to the Constitution may be made at a General Meeting as provided in the By-Laws.

## **By-Laws**

### **By-Law – 1 – General Meetings**

- 1.1 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least twenty (20) calendar days prior to the date of the meeting.
- 1.2 Notice of other General Meetings shall be given to the Members in writing at least three (3) working days in advance of the meeting.
- 1.3 The Bargaining Unit President shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.
- 1.4 The Annual General Meeting shall be held in a location as determined by the Executive Council.

### **By-Law – 2 – Executive Council Meetings**

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



- 2.1.2 All members of the Executive Council shall have the right to vote on any issue at an Executive Council meeting.

### **By-Law – 3 – Quorum**

- 3.1 A quorum for meetings of the Executive Council shall be a simple majority of the voting members of the present Executive Council.
- 3.2 A quorum for the Annual General Meeting shall be those members present, qualified to vote and voting.
- 3.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting.

### **By-Law – 4 – Voting**

- 4.1 Any OSSTF Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.
- 4.2.1 Where a vote is held, any member of the Bargaining Unit employed as an Office, Clerical & Technical member by the Upper Grand District School Board may vote, by secret ballot, on the ratification of their proposed collective agreement, or on a sanction pertaining to their collective agreement.
- 4.2.1.2 Members employed by the STW-DSTS may vote by secret ballot on the ratification of their proposed collective agreement, or on a sanction pertaining to their collective agreement.

### **By-Law – 5 – Elections**

- 5.1 Only Members of OSSTF may be candidates for office.
- 5.2 Elections for Executive Council shall be by secret ballot at the Annual General Meeting.
- 5.3 There shall be an elections committee appointed by the Bargaining Unit Executive Council to bring forward a list of candidates for

election to the Bargaining Unit Executive Council at the Annual General Meeting.

- 5.4 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name to the Secretary of the Bargaining Unit, at least seven (7) calendar days prior to the election.
- 5.5 Any Member of the Bargaining Unit may be nominated “from the floor” supported by two other Members as the mover and seconder of the motion to nominate.
- 5.6 Elections for Executive Council shall be in the order listed in Article 6 of the Constitution.
- 5.7 Everyone on the Bargaining Unit Executive Council with exception of the Chief Negotiator, Political Action Officer, Pay Equity Officer and the Health and Safety Officer shall be elected by the majority vote of those Members present, qualified to vote and voting.
- 5.8 Defeated candidates shall be considered for other offices if they choose.
- 5.9 The term of office of the elected positions shall be two years effective from July 1<sup>st</sup> of the election year, except for the AMPA delegate which is for one (1) year and the PD Committee which is for one (1) year.
  - 5.9.1 Elections for the offices of President, Treasurer, Communications Officer, and Area Representatives shall be in odd numbered years.
  - 5.9.2 Elections for the offices of Vice-President, Grievance Officer, Secretary and Collective Bargaining Committee shall be in even numbered years.

## **By-Law – 6 – Duties of Members**

- 6.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers’ Federation as defined in OSSTF Provincial By-Law 4 – Rights, Privileges and Duties, Section 2 – Duties of Members.

## **By-Law – 7 – Duties of the Bargaining Unit Executive Council**

- 7.1 It is the duty of the Executive Council to:
  - 7.1.1 manage the affairs of the Bargaining Unit between General meetings.
  - 7.1.2 propose a bargaining unit budget for presentation at the Annual General Meeting.
  - 7.1.3 establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the membership for ratification at the Annual General Meeting.
  - 7.1.4 communicate regularly with the Members of the Bargaining Unit regarding the Management of the Office, Clerical and Technical and Transportation Services Bargaining Unit business.
  - 7.1.5 establish procedures which shall investigate and determine the manner in which grievances are conducted.
  - 7.1.6 establish procedures for the ratification of a Collective Agreement.
  - 7.1.7 fill any vacant position on the Executive Council, with the exception of the position of President which shall be filled in accordance with the By-Laws.
  - 7.1.8 executive will appoint a pay equity committee for a term of one (1) year to assist with pay equity maintenance or other pay equity issues.

## **By-Law – 8 – Duties of Executive Council Members**

### **8.1 The Duties of the President shall be to:**

- 8.1.1 assume the role of Chief Executive Officer for the Collective Agreement.
- 8.1.2 call and preside over all Executive Council and General Meetings.
- 8.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.

- 8.1.4 be an ex-officio member of all Bargaining Unit committees.
- 8.1.5 report to the Bargaining Unit Executive Council and Members the activities and concerns of the District.
- 8.1.6 report to the Members at the Annual General Meeting.
- 8.1.7 be a member of the respective Collective Bargaining Committees and both of the Table Teams.
- 8.1.8 represent all members of the Bargaining Unit fairly.
- 8.1.9 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 8.1.10 be a representative of the Bargaining Unit as a Delegate at AMPA or appoint a designate, from the executive, if the President is unable to attend.
- 8.1.11 represent the Bargaining Unit at the District Council Meetings of OSSTF District 18.
- 8.1.12 represent the Bargaining Unit on the Employee-Employer Relations Committee.
- 8.1.13 maintain an updated Bargaining Unit Membership list and time allocation.

## **8.2 The duties of the Vice-President shall be to:**

- 8.2.1 perform the duties of the President in the President's absence.
- 8.2.2 carry out the duties as may be assigned by the President.
- 8.2.3 be responsible for proposed amendments to the Constitution and Bylaws.

### **8.3 The duties of the Secretary shall be to:**

- 8.3.1 keep a record of the minutes of all General Meetings and Executive Council meetings.
- 8.3.2 send a copy of the minutes to each member of Executive Council.

### **8.4 The duties of the Treasurer shall be to:**

- 8.4.1 carry out the duties as may be assigned by the President.
- 8.4.2 carry out the duties as may be assigned by the Provincial and/or District Treasurer.
- 8.4.3 carry out the duties as outlined in the By-Laws.
- 8.4.4. represent the Bargaining Unit on the District Finance Committee.
- 8.4.5 be a signing authority for Bargaining Unit expenses.
- 8.4.6 prepare the Budget for approval by the Executive.

### **8.5 The duties of the Grievance Officer shall be to:**

- 8.5.1 consider complaints from members who may have grievances against the Board.
- 8.5.2 work with the Bargaining Unit President/Provincial Office with respect to decisions about grievances.
- 8.5.3 assist members having legitimate grievances.
- 8.5.4 work with legal counsel in preparing grievances for arbitration.
- 8.5.5 be a member on the Employee-Employer Relations Committee.

**8.6 The duties of the Area Representative shall be to:**

- 8.6.1 carry out the duties as determined by the President.
- 8.6.2 carry out the duties as outlined in the By-Laws.

**8.7 The duties of the Chief Negotiator shall be to:**

- 8.7.1 chair the Bargaining Unit Collective Bargaining Committees.
- 8.7.2 report on a timely and regular basis to the Executive Council and the Members.
- 8.7.3 carry out the duties as determined by the President.
- 8.7.4 represent the Bargaining Unit at the District CBC meetings.

**8.8 The duties of the Communications Officer shall be to:**

- 8.8.1 As directed by the President, create and distribute the Bargaining Unit newsletter to the membership at least four (4) times per year.
- 8.8.2 carry out the duties as determined by the President.

**8.9 The duties of the Health and Safety Officer shall be to:**

- 8.9.1 attend relevant meetings/workshops pertaining to the position or Executive Council will appoint an alternate to attend in their place.
- 8.9.2 keep Executive current on pertinent issues.
- 8.9.3 consult with the District Health and Safety Officer when required.
- 8.9.4 keep the President apprised of all Health and Safety concerns.

**8.10 The duties of the Political Action Officer shall be to:**

- 8.10.1 attend relevant meetings/workshops pertaining to the position or Executive Council will appoint an alternate to attend in their place.
- 8.10.2 keep Executive current on pertinent issues.
- 8.10.3 keep in contact with the District Political Action Officer.
- 8.10.4 provide a written submission for the newsletter to the President.
- 8.10.5 encouraged to attend local Labour Council meetings.

**8.11 The duties of the Pay Equity Officer shall be to:**

- 8.11.1 attend relevant meetings/workshops pertaining to the position or appoint a designate from the executive to attend in their place..
- 8.11.2 liaise regularly with the President.
- 8.11.3 liaise regularly with the Board to represent the BU, with the President, regarding all pay equity issues.

**By-Law – 9 –The Annual General Meeting**

- 9.1 Amendments to the Constitution may be made at the Annual General Meeting as provided in the By-Laws.
- 9.1.2 The formation of internal organizations and procedures.
- 9.1.3 The establishment, amendment or decision of Bargaining Unit policy.
- 9.1.4 To elect bargaining unit offices as set out in By-law 5 – Elections.
- 9.1.5 All other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

## **By-Law – 10 – Grievance Appeal Committee**

- 10.1 It shall be the duty of the Grievance Appeal Committee:
  - 10.1.1 To hear appeals for members when it has been decided not to proceed on behalf of the bargaining unit members with complaints and alleged violations of the agreement.
  - 10.1.2 The Grievance Appeal Committee shall consist of 3 Executive Council Members who did not take part in the decision to deny the grievance.
  - 10.1.3 The Grievance Appeal Committee shall follow the Grievance Appeal Procedure as approved and amended from time to time by the Executive Council and contained in Appendix 1.

## **By-Law – 11 – Anti-Bullying & Anti-Harassment Appeals Procedure**

- 11.1 Members of the Office, Clerical & Technical and Transportation Student Services Bargaining Units affected by a decision resulting from a complaint under the Bargaining Units Anti-Harassment and Anti-Bullying Policy may appeal the decision under the following procedure.
  - 11.1.1 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.
  - 11.1.2 Within five days of receiving the request, the Bargaining Unit President shall appoint three members of the Executive Council to the Appeals Committee to consider the appeal.
  - 11.1.3 Within five days, the Appeals Committee shall meet, including by electronic means such as teleconference, to consider the appeal.
  - 11.1.4 The Appeals Committee shall review the complaint, the investigation process and findings, and the decision.
  - 11.1.5 Following the review, the Committee shall either confirm or modify the decision.



- 11.1.6 The decision of the Appeals Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
- 11.1.7 The Appeals Committee shall report the decision on the Appeal to the Bargaining Unit President within 5 days after meeting at which the Appeal is considered.
- 11.1.8 Within two days of receiving the decision of the Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
- 11.1.9 The decision of the Appeals Committee shall be considered final and not subject to any appeal.

## **By-Law – 12 – Amendments**

- 12.1 Amendments to the Constitution and By-Laws may be made at an Annual General Meeting of the Bargaining Unit.
- 12.2.1 Amendments to the Constitution may be made by a two thirds majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than twenty (20) calendar days prior to the date of the Annual General Meeting.
- 12.2.2 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.
- 12.3.1 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at the next Annual General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

## **By-Law – 13 – Vacancy**

- 13.1 If a vacancy occurs in any Bargaining Unit Executive Council position, except the position of President, the Bargaining Unit Executive Council shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
- 13.2 Where no nominations are forthcoming, the Executive Council shall appoint a Member to fill the vacancy.

- 13.3 Where the vacancy occurs in the position of President, the Vice President shall assume the position for the remainder of the term of office.
- 13.4 Where a vacancy occurs for AMPA Delegate, the position(s) shall be filled by an elected Alternate.

**By-Law – 14 – Area Representatives**

14.1 The Bargaining Unit shall be represented by the following Area Representatives who shall be elected at the Annual General Meeting:

- 2 Wellington Elementary      1 Dufferin Elementary
- 2 Secondary Wellington      1 Grant Evans Education Centre
- 2 Guelph Board office      1 Secondary Dufferin
- 1 Casual Employee      1 Technical Support
- 1 Transportation Services      1 Con. Ed Wellington
- 1 Con. Ed. Orangeville

14.2 The Area Representative shall:

- a) Attend the Bargaining Unit Executive Council meetings;
- b) Communicate regularly with the Members within the Area;
- c) Communicate problems to the Bargaining Unit Executive Council;
- d) Report possible violations of the Collective Agreement to the Grievance Officer or President.

**By-Law – 15 – Finance**

15.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

15.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved Budget and approve vouchers.

- 15.2.1 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Council Meetings and the Annual General Meeting.
- 15.3 Cheques drawn on the Bargaining Unit account shall require two signatories of three as designated by the Executive Council.
  - 15.3.1 One of the signatories must be the Treasurer.
  - 15.3.2 The other two eligible signatories are the President and the Vice-President.
- 15.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

## **By-Law – 16 – Collective Bargaining**

- 16.1 The Collective Bargaining Committee for the Office, Clerical and Technical members employed by the Upper Grand District School Board shall consist of up to two representative from the following areas: elementary, secondary, technical, administrative offices, and casuals.
  - 16.1.1 The collective bargaining committee for the members of the Wellington Transportation Consortium shall consist of a maximum of three (3) members working in the Transportation Consortium.
- 16.2 The Collective Bargaining Committee for the Office, Clerical & Technical employees employed by the Upper Grand District School Board shall be elected at the Annual General Meeting.
  - 16.2.1 The Collective Bargaining Committee for the Wellington Transportation Services shall be created at the call of the Chief Negotiator. The CBC committee members, when required will be elected by secret ballot by the members working in the Transportation Consortium.
- 16.3 The Bargaining Unit Executive shall appoint a member to fill any vacancies.

- 16.4 The Chief Negotiator for the O.C.T. Bargaining Unit shall be responsible for negotiating the collective agreement of the O.C.T. bargaining unit.
- 16.5 The Chief Negotiator for the STWDSTS. Bargaining Unit shall be responsible for negotiating the collective agreement of the STWDSTS bargaining unit.

### **By-Law – 17 – Duties of the Collective Bargaining Committees**

- 17.1 It shall be the duty of the OCT Bargaining Unit Collective Bargaining Committees to:
- a) Elect a Chief Negotiator from the Committee.
  - b) Survey the OCT membership.
  - c) Prepare a negotiating brief for the OCT members.
  - d) Seek approval for the brief from the OCT Bargaining Unit Executive Council and Provincial Office of OSSTF.
  - e) Communicate regularly with the Members on the progress of negotiations
  - f) Seek the ratification of the collective agreement from bargaining unit members by:
    - i. Calling a general meeting
    - ii. Information discussed
    - iii. Question and answer period
- 17.2 It shall be the duty of the STWDSTS Bargaining Unit Collective Bargaining Committees to:
- g) Elect a Chief Negotiator from the Committee.
  - h) Survey the STWDSTS membership.

- i) Prepare a negotiating brief for the STWDSTS members.
- j) Seek approval for the brief from the OCT/TS Bargaining Unit Executive Council and Provincial Office of OSSTF.
- k) Communicate regularly with the Members on the progress of negotiations
- l) Seek the ratification of the collective agreement from STWDSTS bargaining unit members by:
  - iv. Calling a general meeting
  - v. Information discussed
  - vi. Question and answer period

### **By-Law – 18 – AMPA Delegates**

- 18.1 The number of AMPA Delegates shall be as determined by the Provincial office.
- 18.2 One automatic delegate shall be the President of the Bargaining Unit.
- 18.3 The term of office for an elected delegate shall be for one (1) year.
- 18.4 Represent the Bargaining Unit at the Annual Meetings of the Provincial assembly.
- 18.5 Attend all District 18 AMPA preparatory meetings.

### **By-Law – 19 – District Council Meetings**

The president or designate of the Bargaining Units shall represent the Bargaining Units at the Provincial Council meetings of OSSTF.

## **By-Law – 20 – Professional Development Fund Committee**

- 20.1 There shall be a Professional Development Committee which shall consist of a total of three (3) members.
- 20.2 The Committee shall be elected at the Annual General Meeting for a one year term.
- 20.3 The Committee will be responsible for approving the disbursement of funds.
- 20.4 The Committee will elect the Chairperson who will also act as Educational Services Officer for the Bargaining Unit.
- 20.5 The Committee will establish procedures to allow the members to have access to Bargaining Unit P.D. Funds and make those procedures known to the members.
- 20.6 The Chairperson will sign the Professional Development approval form for disbursement of funds and forward to the Treasurer for payment.
- 20.7 The Committee will be responsible for serving on the Board Professional Development Committee as per Article 58 of the OCT Collective Agreement.

## **By-Law – 21 – Bargaining Units President’s Salary**

- 21.1 The Bargaining Unit President’s position shall be a full-time 12 month position.
- 21.2 There shall be a Bargaining Unit Levy, the purpose of which shall pay the annual salary of the President for release time for their position with the Upper Grand District School Board/Service de Transport de Wellington – Dufferin Student Transportation Services “STW-DSTS”
- 21.3.1 The annual salary for the position of the President shall be paid at the rate of:

1. \$35,000.00 per year, if the individual's salary is below this amount;
- or
2. The individual's regular salary, if currently earning higher than \$35,000.00 per year.
3. The levy amount will be reviewed annually by the Bargaining Unit Treasurer, taking into account all sources of money for this position and then presenting the levy for the members' consideration at the Annual General Meeting.

## **Appendix 1**

### **Grievance Appeal Procedure**

Should the Grievance Officer decide that the matter does not warrant recourse to the formal grievance procedure, or should be dropped after Step 1 or 2, they shall inform the member of the decision and of the member's right to appeal this to the Grievance Appeal Committee. If the member wishes to appeal, they must inform the President in writing, who will then inform the Grievance Officer and the Grievance Appeal Committee.

The Grievance Appeal Committee shall meet separately with the Grievance Officer and the member. Each will present their rationale. After both sides have been heard, a decision will be made whether to pursue the grievance. A written report of the Grievance Appeal Committee shall contain the decision and that decision shall be considered final and not subject to any further appeal.

## **Appendix 2**

### **OSSTF District 18 Anti-Harassment/Anti-Bullying Policy**

#### **Anti-Harassment Statement**

*Let us not take thought for our separate interests, but let us help one another.*

A member of OSSTF District 18 has the right to a workplace and union environment free from harassment and bullying.

Harassment and discrimination are not joking matters. They 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, our goal must be to protect human rights, to promote mutual respect and trust and to foster inclusion. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these behaviours when we witness them. As OSSTF members, we must speak out against this conduct and stand together to protect human rights. We must take action.

OSSTF is committed to strengthening member solidarity, and in addition to representing members' interest in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all provincially sponsored OSSTF events and meetings.

Any 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 OSSTF Policies and By-laws and Resolution and Complaint Procedure, as approved by the OCT Executive Council.

None of the Resolution process restricts the member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to police.

## **Resolution and Complaint Procedure**

A member who believes they have been the target of harassment or discrimination at an OCT/TS 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 behavior 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 harassment officer(s) (named at the start of every meeting) and ask him/her to act. If no officer has been designated, the member should speak with the Bargaining Unit President to ask that a harassment officer be appointed.

The designated officer(s) 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 officer(s), with the approval of the Bargaining Unit President, 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 designated officer(s) to the Bargaining Unit 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 Bargaining Unit President for action and it shall be the responsibility of the Bargaining Unit President and the assigned Harassment Officer to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. 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; and 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 or district, a

confidential letter outlining the reason for this decision will be sent to the President of the appropriate body.

The Bargaining Unit President shall keep a confidential file of all records and reports related to the investigation for a period of five years.

## **Supplementary Information**

### **Motion Regarding Bargaining Unit Levy**

The Bargaining Unit levy will be \$6.00 per pay for 10 months of the year beginning September 2011. Annual General Meeting – May 25, 2011.

The Bargaining Unit levy will be \$5.00 per pay for 10 months of the year, for casual members, beginning September 2011. Annual General Meeting – May 25th, 2011.

### **Policies Regarding Illness/Bereavement**

In lieu of flowers, a donation be made of \$50.00 to the Canadian Cancer Society or donation to charity of choice in the event of a death of an immediate family member (parents, step-parents, children, step-children, grandchildren, step-grandchildren, spouse/partner, sibling, brother-in-law, sister-in-law, mother-in-law, father-in-law.) Annual General Meeting – May 20<sup>th</sup>, 2009.

In the event of a member's illness of longer than two (2) weeks it will be acknowledged by a card and fruit/flower basket (\$50.00). Annual General Meeting – May 20<sup>th</sup>, 2009.

In the event of the death of a member we shall make a donation of \$100.00 to the Canadian Cancer Society or donation to charity of choice.

## **Distribution of Fees**

### **OCT/TS OSSTF Support**

The amount indicated on your pay slip, as OSSTF SUPPORT is the amount sent to the Provincial Office. A percentage of this is returned to the District and the Provincial Office retains the remainder.

At the provincial office, the money goes towards three areas: Protective Services, Educational Services and Communications.

Some of the things the provincial office provides includes legal assistance to represent a member who is in trouble with the employer or has difficulty with an LTD claim or to assist with grievance cases that go to arbitration (arbitration costs run \$5,000.00+ per day). It provides assistance in collective bargaining and strike pay in the event that it is necessary. It also pays the salaries for the individuals who assist us. The staff at provincial office provide guidance and assistance daily. They are also on hand during contract and pay equity negotiations and offer workshops, seminars, conferences, training, advice and assistance in the areas of:

- Pensions – both OMERS and TPP
- Personal counselling
- Health & Safety
- Grievance & arbitration
- Employment Insurance
- WSIB
- Scholarships, grants and awards
- Legal problems
- Specific needs topics e.g., stress, conflict resolution, performance appraisal, sexual harassment
- Pay Equity
- Human Rights

- Professional growth
- Education finance

The money that is returned to the District goes toward maintaining the office e.g. mortgage, heat, hydro, telephone, District meetings, equipment, etc. and to the individual Bargaining Units for operating expenses including mileage, meeting expenses, newsletters, professional development etc.

## **OSSTF District**

Beside the heading OSSTF District on your pay slip, there is a District Levy deducted once annually on the first pay in September. This covers the cost of the office secretary and release time for the District President. Members from all bargaining units approve this amount by a vote at the District Annual General meeting.

The levy for release time for the OCT/TS Bargaining Unit President (\$6.00per pay) is also indicated as OSSTF District.

The levy for release time for the OCT/TS Bargaining Unit President (\$5.00per pay) for casual members is also indicated as OSSTF District.



