

**CONSTITUTION**  
**OF**  
**INSTRUCTORS' BARGAINING UNIT**  
**OF**  
**OSSTF**

**LIMESTONE DISTRICT 27**

**MAY 2009**

Amended 2017

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## PART I - ARTICLES

### ARTICLE 1 - DEFINITIONS

In this Constitution and Bylaws, the definitions found in the OSSTF Provincial Constitution and the OSSTF Limestone District 27 Constitution shall apply supplemented by the following definitions.

- 1.1 "Ad Hoc committee" shall mean a committee of OSSTF members which is formed to complete a specific task, and which is dissolved when the task is finished.
- 1.2 "Annual Meeting" shall mean that meeting of the membership at which communications and reports are received, and at which Constitutional changes are adopted. The Annual Meeting shall also be considered to be an "Annual General Meeting" in that any function ascribed to a "General Meeting" can be performed at the Annual Meeting.
- 1.3 "Assembly" shall mean the body of people assembled at a meeting of the Bargaining Unit.
- 1.4 "Bylaws" shall mean standing rules governing the membership of OSSTF or OSSTF Limestone District 27 Instructors' Bargaining Unit. The Bylaws of the Instructors' Bargaining Unit shall not contravene that of OSSTF or OSSTF Limestone District 27.
- 1.5 "CBC" shall mean Collective Bargaining Committee of the Instructors' Bargaining Unit.
- 1.6 "Constitution" shall mean a system of fundamental principles according to which OSSTF Limestone District 27 Instructors Bargaining Unit are governed. The constitution of the Instructors' Bargaining Unit shall not contravene that of OSSTF or OSSTF Limestone District 27.
- 1.7 "District" shall mean the Limestone District 27 of the Ontario Secondary School Teachers' Federation, Limestone District School Board.
- 1.8 "Executive" shall mean the Limestone District 27 Instructors' Bargaining Unit Executive, who are responsible for the conduct of its affairs, the implementation of its policies, and who act as its legislative body, subject to the approval of the general membership.
- 1.9 "Federation" and "OSSTF" shall mean The Ontario Secondary School Teachers' Federation.
- 1.10 "Federation Year" shall mean the term from July 1 to June 30;
- 1.11 "Instructors' Bargaining Unit" shall mean the Bargaining Unit representing permanent and occasional Adult non-credit ESL and Literacy Instructors working for the Limestone District School Board.
- 1.12 "Membership" shall mean the Instructors' Bargaining Unit Membership of the Limestone District 27 OSSTF except where otherwise stated.
- 1.13 "Policy" shall mean a stand or position taken by OSSTF or OSSTF Limestone District 27 Instructors' Bargaining Unit;

### ARTICLE 2 - NAME

This organization shall be known as "Instructors' Bargaining Unit of Limestone District 27 of the Ontario Secondary School Teachers' Federation".

### **ARTICLE 3 - OBJECTS**

- Section 1 The objects of the INSTRUCTORS Bargaining Unit shall include the objects of the Provincial OSSTF (see current handbook).
- Section 2 In addition, it will be the object of the INSTRUCTORS Bargaining Unit:
- 2.1 to obtain, through negotiations and/or consultation with the Board, conditions of employment for members.
  - 2.2 To uphold and maintain the objectives of the Ontario Secondary School Teachers' Federation and those of the Ontario Secondary School Teachers' Federation, Limestone District 27 as described in their respective constitutions.
  - 2.3 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the Limestone District School Board.
  - 2.4 To establish reasonable Bylaws and policies governing its members which shall not contravene those established by the Ontario Secondary School Teachers' Federation, Limestone District 27, except as specifically may be required by the unique nature of this organization.

### **ARTICLE 4 – MEMBERSHIP**

Any Instructor of non-credit English as a Second Language and Adult Literacy in good standing with the OSSTF and who is in the employ of the Limestone District School Board shall be a member.

### **ARTICLE 5 - FEES**

#### Section 1 Annual Fee

The amount of the annual fee for a statutory member shall be prescribed by Provincial regulations and the Provincial OSSTF (see current handbook).

#### Section 2 Special Assessment Fee

Special assessment may be levied on the members of the Instructors' Bargaining Unit in accordance with the Bylaws.

### **ARTICLE 6 - FINANCES**

The Instructors' Bargaining Unit shall maintain its funds in a duly accredited financial institution.

## **ARTICLE 7 - INSTRUCTORS BARGAINING UNIT ORGANIZATION**

### **Section 1 Executive Body – Instructors’ Bargaining Unit Executive**

- 1.1 There shall be an Instructors’ Bargaining Unit Executive consisting of voting members in the following positions:
  - 1.1.1 President
  - 1.1.2 Vice-President
  - 1.1.3 Secretary
  - 1.1.4 Treasurer
  - 1.1.5 Chief Negotiator
  - 1.1.6 Executive Officer(s) (no more than two at any time; only one if there is an Immediate Past-President)
  - 1.1.7 Immediate Past-President (when applicable)
- 1.2 There shall be the following non-voting member:
  - 1.2.1 District Officer
- 1.3 The voting members of the Instructors’ Bargaining Unit Executive shall be elected or appointed in the manner prescribed by the Bylaws.

### **Section 2 Selection of the Executive**

- 2.1 The following officers shall be elected in odd-numbered years by secret ballot at the Annual General Meeting.
  - Instructors’ President
  - Instructors’ Vice-President
  - Instructors’ Secretary
  - Instructors’ Treasurer
  - Instructors’ Executive Officer(s)

### **Section 3 Any other Executive vacancies occurring during the term of office shall be filled by a member elected by the Instructors’ Bargaining Unit Executive following a call to the General Membership.**

### **Section 4 The term of office for the Executive members shall be as follows:**

- 4.1 All positions shall commence on July 1 following the election.
- 4.2.1 All positions in Article 7, Section 2 shall be elected for a two year term.
- 4.2.2 The term for the Immediate Past President shall be one federation year following the election.
- 4.2.3 The term for the Executive Officers may be for one or two years, depending on the status of the Immediate Past President position.
- 4.3 Elections shall be held on odd-numbered years.

## Section 5 - STANDING COMMITTEES

- 2.1 There shall be Bargaining Unit Standing Committee(s) as designated in the Bylaws and ad hoc committees as the Bargaining Unit Executive may from time to time deem necessary.
- 2.2 Instructors' shall invite and appoint representatives on District Standing Committees and relevant District Ad Hoc Committees.

## **ARTICLE 8 - BYLAWS**

The members in an Instructors' Bargaining Unit Assembly may approve Bylaws that are in accordance with this Constitution and with the Constitution, Bylaws and Policies of the Provincial OSSTF.

## **ARTICLE 9 - AMENDMENTS TO THE CONSTITUTION**

Amendments to the Constitution shall be made at a General Meeting of the Instructors' Bargaining Unit.

- Section 1 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that:
  - 1.1 written notice of the proposed amendment shall have been given to the Instructors' Bargaining Unit President and District Officer at least four (4) weeks prior to the General Meeting,
  - 1.2 such notice shall have been forwarded to the membership three (3) weeks prior to the General Meeting.
- Section 2 by three-quarters majority of the members qualified to vote, present and voting, provided that:
  - 2.1 written notice of the proposed amendment shall have been given to the Instructors' Bargaining Unit President and District Officer at least two (2) weeks prior to the General Meeting,
  - 2.2 such notice shall have been forwarded to the membership at least one (1) week prior to the General Meeting.
- Section 3 by a nine-tenths majority vote of the members qualified to vote, present and voting previous notice as in Section 1 and Section 2 not having been given.

## **ARTICLE 10 - RESTRICTION**

No Article, Bylaw or Policy of this Constitution shall contravene or otherwise change any article, by-law or policy of the Constitution of OSSTF.

## PART II - BYLAWS

### **BYLAW 1 - FEDERATION YEAR**

The OSSTF Limestone District 27 Instructors' Bargaining Unit Fiscal Year and Federation Year shall be from July 1 to June 30; membership is for the school year September 1 to August 31.

### **BYLAW 2 – INSTRUCTORS' BARGAINING UNIT MEMBERSHIP**

Any Instructor employee in good standing with the OSSTF, performing the functions of Instructor of non-credit English as a Second Language (ESL) and Adult Literacy Instructor shall be a member of the Limestone District 27 Instructors' Bargaining Unit provided they meet the requirements of membership as in the Handbook. (See current Provincial Handbook).

### **BYLAW 3 - LOGOTYPE**

In addition to the provincial insignia, the Instructors' Bargaining Unit shall use the Logotype which includes the District name, tree and sailboats and is represented in this bylaw.



### **BYLAW 4 - SPECIAL ASSESSMENT FEES**

Special Assessment Fees, such as a stipend, shall be established or changed when necessary by the Instructors' Bargaining Unit Assembly in the following manner:

- 1.1 Notification, in writing, of the purpose, proposed amount and method of payment of the levy shall be given to the members at least three (3) weeks prior to the Instructors' Bargaining Unit Assembly;
- 1.2 The purpose and amount shall be approved by the Instructors' Bargaining Unit Assembly by a majority vote of those members qualified to vote, present and voting.

### **BYLAW 5 - PAYMENT OF SPECIAL ASSESSMENT FEES**

Fees determined by Bylaw 4 shall be collected in a manner approved by an Assembly of the Instructors' Bargaining Unit.

### **BYLAW 6 - REPRESENTATION AT GENERAL MEETINGS**

#### Section 1 General Meeting

All members in good standing of the Limestone District 27 Instructors' Bargaining Unit of the Ontario Secondary School Teachers' Federation are entitled to attend and vote at any General Meeting.

- Section 2     Instructors' Bargaining Unit Executive
- 2.1     The Instructors' Bargaining Unit Executive shall consist of those members named in Article 7, Section 1 and duly elected or appointed according to the Bylaws of this Constitution.
  - 2.2     In the event that an Executive Member elected by the Members of the Instructors' Bargaining Unit fails to attend three consecutive meetings, the Executive may deem the position vacant and appoint a replacement to fulfil the term.
- Section 3     Instructors' Bargaining Unit Associations and Standing Committee(s)
- 3.1     Every Instructors' Bargaining Unit Association or Standing Committee may invite representation from each Job Class of the Instructors' Bargaining Unit.

## **BYLAW 7 - MEETINGS**

- Section 1     Instructors' Bargaining Unit Executive
- 1.1     The Instructors' Bargaining Unit Executive shall meet at the call of the President or at the request of any three (3) voting members of the Executive.
  - 1.2     The Instructors' Bargaining Unit will normally meet monthly in the school year.
  - 1.3     A quorum for an Instructors' Bargaining Unit Executive meeting shall be three (3) voting members of the Instructors' Executive.
- Section 2     Instructors' Bargaining Unit General Meetings
- 2.1     The Members of the Instructors' Bargaining Unit shall meet at a place named by the President of the Instructors' Bargaining Unit in consultation with the Instructors' Bargaining Unit Executive:
    - 2.1.1     on the fourth Wednesday of May to conduct the business of the Annual General Meeting or, if the above date is inappropriate, on an alternate date established by the Instructors' Bargaining Unit Executive provided sufficient notice is given to the membership;
    - 2.1.2     A meeting of all Bargaining Unit members shall be called by the President during the period September to June, if requested by at least five (5) members of the Bargaining Unit, such request to be in written form, signed by each of the requesting members, provided then (10) working days' written notice has been served. The General meeting shall be held no later than fourteen (14) days after the written notice has been received.
    - 2.1.3     as deemed necessary by the President with the approval of the INSTRUCTORS' Bargaining Unit Executive;
  - 2.2     A quorum for the General Meeting shall be:
    - 2.2.1     the members present and entitled to vote, seven days' notice of the meeting having been given, or
    - 2.2.2     five (5) members present and entitled to vote, fewer than seven days' notice having been given to the membership.



Section 3 Committees and Associations

3.1 Committees and associations shall meet:

- 3.1.1 at the call of their respective chairpersons;
- 3.1.2 as often as is necessary to conduct their business.

3.2 A quorum for a committee or association shall be determined by the committee or association.

Section 4 Instructors' Bargaining Unit Special Meetings

4.1 The Members of the Instructors' Bargaining Unit shall meet at a place named by the President of the Instructors' Bargaining Unit with the approval of the Instructors' Bargaining Unit Executive to present and have a ratification vote on a Tentative Collective Agreement.

**BYLAW 8 - DUTIES OF THE INSTRUCTORS' BARGAINING UNIT ORGANIZATION**

Section 1 Duties of the Members of the Instructors' Bargaining Unit at the General Meeting. There shall be a minimum of one General Meeting held each school year. This shall be scheduled as the ANNUAL GENERAL MEETING.

1.1 General Duties

It shall be the general duty of the Instructors' Bargaining Unit membership in an assembly of the Instructors' Bargaining Unit:

- 1.1.1 to receive and adopt reports;
- 1.1.2 to determine action;
- 1.1.3 to adopt or change Articles, Bylaws and Policies;
- 1.1.4 to remove any member(s) of the Instructors' Bargaining Unit Executive provided that just cause can be shown by either of the following procedures:
  - a) by a three-quarters majority vote of the members qualified to vote, present and voting, provided that written notice of the proposed impeachment shall have been given to the Instructors' Bargaining Unit Secretary at least two (2) weeks prior to the General Meeting (such notice shall have been forwarded to the membership one (1) week prior to the General Meeting), or
  - b) by a nine-tenths majority vote of the members qualified to vote, present and voting, previous notice as in 1.1.6 (a) not having been given, but providing that the INSTRUCTORS' Bargaining Unit Secretary and the named Executive member(s) has/have been informed at least one (1) week before the General Meeting.
- 1.1.5 to carry out other duties as necessary for the Instructors' Bargaining Unit within its Bylaws and Constitution and that of the Provincial OSSTF;
- 1.1.6 to carry out other duties deemed appropriate by the Instructors' Executive.

1.2 Specific Duties - ANNUAL GENERAL MEETING

It shall be the duty of the membership at the Annual General Meeting:

- 1.2.1 to conduct all business arising under 1.1 General Duties;
- 1.2.2 to conduct election business as required by the Constitution;

- 1.2.3 to approve the proposed budget for the next fiscal year;
- 1.2.4 to receive the current unaudited financial report.

Section 2 Duties of the Instructors' Bargaining Unit Executive

It shall be the duty of the Instructors' Bargaining Unit Executive:

- 2.1 to promote within the Instructors' Bargaining Unit the aims and objectives of the Provincial OSSTF;
- 2.2 to represent the members of the Instructors' Bargaining Unit with respect to the members' collective views to the Provincial OSSTF, all government bodies, elected government representatives, community agencies, the Board, the general public and/or media, as considered appropriate;
- 2.3 to meet at the call of the Instructors' Bargaining Unit President, or at the written request of three (3) members of the Executive, such meeting to take place within three working days of receipt of such request by the Instructors' Bargaining Unit Secretary;
- 2.4 to call an Instructors' Bargaining Unit General Meeting;
- 2.5.1 to establish an agenda for any Instructors' Bargaining Unit General Meeting;
- 2.5.2 to distribute to the membership the agenda for the Instructors' Annual General Meeting at least 1 week prior to the meeting;
- 2.6 to report to the Instructors' Bargaining Unit General Meeting;
- 2.7 to carry out the instructions of the Instructors' Bargaining Unit General Meeting through proper motions;
- 2.8 to deal with all matters related to the Federation which in the opinion of the Executive require action before the next meeting of the Instructors' Bargaining Unit;
- 2.9 to keep the members of the Instructors' Bargaining Unit informed of its activities;
- 2.10 to appoint Instructors' Bargaining Unit representatives as required to represent the members of the Instructors' Bargaining Unit, appointing substitutes when representatives are unable to act;
- 2.11 to authorize payment of expenses and accounts incurred in the conduct of business of the Instructors' Bargaining Unit;
- 2.12 to establish terms of reference for all Instructors' Bargaining Unit Standing Committees and Ad Hoc Committees of the Instructors' Bargaining Unit;
- 2.13 to appoint the chairpersons of all Ad Hoc committees, for a term in keeping with the terms of reference of the respective committee;
- 2.14 to select the Delegate assigned to the Instructors' Bargaining Unit to the Provincial Assembly if the President and Vice President are unable to attend;
- 2.15 to meet, no later than the October 1, at a time and place of its choosing, to review the Instructors' Bargaining Unit Constitution, in particular the general duties of the Executive, and assign specific tasks and/or portfolios to the Executive members;
- 2.16 to approve a proposed budget for next Federation year at least three (3) weeks prior to the Annual General Meeting and distribute to the membership no less than 1 week prior to the Annual General Meeting;
- 2.17 to approve the Negotiations Brief;

- 2.18 to approve the Tentative Collective Agreement and recommend it to the members;
- 2.19 to appoint an alternate from the Bargaining Unit Executive to attend meeting(s) of the Provincial Council on behalf of the Instructors in the event that neither the President or Vice President can attend;
- 2.20 to perform any other duties as deemed appropriate by the President and/or the Instructors' Executive;
- 2.21 appoint three (3) members to the Instructors' Bargaining Unit Grievance Appeals Committee;
- 2.22 to establish interim policy;
- 2.23 to appoint Officers as needed;
- 2.24 to select the Chief Negotiator.

**BYLAW 9 - DUTIES OF THE MEMBERS OF THE INSTRUCTORS' BARGAINING UNIT EXECUTIVE**

Section 1 Duties of the Members of the Instructors' Bargaining Unit Executive

1.1 President

It shall be the duty of the President:

- 1.1.1 to be the spokesperson for the Instructors' Bargaining Unit;
- 1.1.2 to be a voting member of the Instructors' Bargaining Unit Executive;
- 1.1.3 to call all meetings of the Instructors' Bargaining Unit Executive and the General Meeting;
- 1.1.4 to be an ex-officio member of all Instructors' Bargaining Unit Committees and to maintain contact with all I Instructors' Bargaining Unit Federation work;
- 1.1.5 to call a meeting of the Instructors' Bargaining Unit Executive no later than September 30 for the specific purposes of:
  - a) reviewing the Constitution, in particular the duties of the Executive,
  - b) assigning specific tasks to the members of the Executive or other members of the Instructors' Bargaining Unit as the Executive sees necessary;
- 1.1.6 to co-ordinate all information to the news media and maintain a close liaison with the media;
- 1.1.7 to attend the Annual Meeting of the Provincial Assembly as a delegate;
- 1.1.8 to prepare a written report for the Annual General meeting;
- 1.1.9 to be a member of the Grievance Committee;
- 1.1.10 to serve as the Bargaining Unit's Provincial Councillor;
- 1.1.11 to attend all meetings of Provincial Council or provide for an alternate if unable to attend; the alternate shall be chosen by the Instructors' Executive;
- 1.1.12 to carry motions or to seek information from Provincial Council as approved by the Instructors' Bargaining Unit Executive;
- 1.1.13 to present concerns of the Instructors' Bargaining Unit at Provincial Council;
- 1.1.14 to make regular reports to the Instructors' Bargaining Unit Executive concerning the business of Council.

## 1.2 Vice President

It shall be the duty of the Vice President:

- 1.2.1 to be a voting member of the Instructors' Executive;
- 1.2.2 to assume the duties of the President in his/her absence or at his/her request;
- 1.2.3 to assume the duties of the Instructors' Bargaining Unit President when that position is vacant;
- 1.2.4 to undertake tasks as assigned by the Instructors' Executive;
- 1.2.5 to attend the Annual Meeting of the Provincial Assembly as a delegate if the President cannot attend;
- 1.2.6.1 to act as chairperson of the Constitution Committee;
- 1.2.6.2 to chair the Resolution Committee for the Annual General Meeting;
- 1.2.6.3 to maintain an up-to-date account of all amendments to Articles and Bylaws in the Constitution and to provide same to members of the Instructors' Bargaining Unit Executive and Standing Committee Chairpersons in September of each year;

## 1.3 Secretary

It shall be the duty of the secretary:

- 1.3.1 to be a voting member of the I Instructors' Bargaining Unit Executive;
- 1.3.2 to take minutes of all meetings of the INSTRUCTORS' Bargaining Unit Executive and ensure publication and distribution as directed by the Executive;
- 1.3.3 to take minutes of all meetings of the Instructors' Bargaining Unit General Meeting, and ensure publication and distribution;
- 1.3.4 to take minutes of Executive Session and maintain the same according to defined procedures;
- 1.3.5 to forward one copy of all Instructors' Bargaining Unit Executive minutes to the District Officer;

## 1.4 Treasurer

It shall be the duty of the Treasurer:

- 1.4.1 to be a voting member of the Instructors' Bargaining Unit Executive;
- 1.4.2 to ensure that all monies received and disbursed are recorded in books of account;
- 1.4.3 to ensure that all monies are deposited in a chartered bank or other duly accredited financial institution approved by the Instructors' Bargaining Unit Executive in consultation with the District Treasurer;
- 1.4.4 to ensure that receipts are issued, when requested, for all monies received
- 1.4.5 to ensure that all authorized accounts are paid in accordance with the By-laws of the Instructors' Bargaining Unit;
- 1.4.6 to present annually, at the Annual General Meeting, a proposed budget for the next fiscal year;
- 1.4.7 to ensure that monthly financial statements are prepared for consideration of the Instructors' Bargaining Unit Executive;

- 1.4.8 to ensure that all monies received for transmission are forwarded to the Treasurer of Provincial OSSTF or other approved destination;
- 1.4.9 to perform duties as established in the By-laws of the Provincial OSSTF.

#### 1.5 Instructors' Chief Negotiator

It shall be the duty of the Chief Negotiator:

- 1.5.1 to be a voting member of the Instructors' Bargaining Unit Executive for a period of two Federation years;
- 1.5.2 to lead the Negotiating Team;
- 1.5.2 to call all meetings of the committee;
- 1.5.3 to preside at all committee meetings;
- 1.5.4 to provide current information to Members on negotiations;
- 1.5.5 to report to and receive information from the Instructors' Executive on a regular basis;
- 1.5.6 to act as a member of the Grievance Committee;
- 1.5.7 to attend all meetings as indicated in the Instructors' Collective Agreement, including the District Collective Bargaining Committee;
- 1.5.8 to submit the Negotiations Brief to the Instructors' Executive for approval then to forward it to the to the Provincial Office;
- 1.5.9 to submit the Tentative Collective Agreement to the Instructors' Executive for approval and to send it to the Provincial Office;
- 1.5.10 to monitor, in co-operation with the Treasurer, the expenditure of the committee;
- 1.5.11 to prepare, in co-operation with the Treasurer, the annual budget of the committee;
- 1.5.12 to receive and sign, in co-operation with the Treasurer, bills of all expenditures of the committee and to forward such information to the Instructors' Bargaining Unit Treasurer.
- 1.5.13 to undertake other duties as assigned by the Instructors' Executive
- 1.5.14 to carry out responsibilities in coordination with the Collective Bargaining Committee.

#### 1.6 Immediate Past President

It shall be the duty of the Immediate Past President:

- 1.6.1 to be a voting member of the Instructors' Bargaining Unit Executive for the period of one year immediately after having held the position of President of the Instructors' Bargaining Unit. In the event the President is re-elected, this position is declared vacant and replaced by the Executive Officer position;
- 1.6.2 to attend all meetings of the Instructors' Bargaining Unit Executive and the Instructors' Bargaining Unit General Meeting while in office, and to act in an advisory capacity on those occasions;
- 1.6.3 to represent the Instructors' Bargaining Unit as requested by the Instructors' Bargaining Unit Executive;

- 1.6.4 to provide a smooth transition during the change of office which will ensure continuity in the carrying out of Instructors' Bargaining Unit business and, during his/her term of office, to advise the incoming President and Executive.

#### 1.7 Executive Officer

It shall be the duty of the Executive Officer:

- 1.7.1 to be a voting member of the Instructors' Bargaining Unit Executive for up to a period of (2) years; if there is an Immediate Past-President, the subsequent open position for the second year will be an Executive Officer with a term of one (1) year;
- 1.7.2 to serve as liaison with Standing and Ad hoc Committees as directed by the President;
- 1.7.3 to attend all meetings of the Instructors' Bargaining Unit Executive and the Instructors' Bargaining Unit General Meeting while in office;
- 1.7.4 to undertake tasks as assigned by the Instructors' Bargaining Unit Executive.

### **BYLAW 10 - DISTRICT OFFICER**

The selection and review of the District Officer is the responsibility of the District Executive. Refer to the Limestone District 27 Constitution for these items.

### **BYLAW 11 - GRIEVANCE OFFICER**

#### Section 1 Bargaining Unit Grievance Officer

- 1.1 shall be the District Officer;
- 1.2 shall serve as the Chairperson of the Bargaining Unit Grievance Committee;
- 1.3 shall advise the Bargaining Unit on matters relating to maintenance of the collective agreement;
- 1.4 the Grievance Officer shall perform such duties as assigned by the President.

#### Section 2 Duties of the Grievance Officer

It shall be the duty of the Grievance Officer:

- 2.1 to be chairperson of the Grievance Committee;
- 2.2 to be knowledgeable of all articles in the Collective Agreement and to be aware of all appropriate Acts and Regulations;
- 2.3 to have complete knowledge and understanding of the Bargaining Unit's grievance procedure;
- 2.4.1 to maintain records of all alleged violations that were not filed as a grievance and their disposition; These records will be useful in the future when similar allegations arise i.e. for past practice or estoppel purposes especially;
- 2.4.2 to maintain a complete file on each grievance;
- 2.5 to report to the Bargaining Unit Executive the status of each active grievance and the resolution of each grievance, respecting the rights and confidentiality of individual members;

- 2.6 to educate/communicate with: the grievor, the Board, the Instructors' Executive, the Membership and the Provincial OSSTF.
- 2.7 to consult with members of the grievance committee concerning a potential grievance;
- 2.8 to process each grievance:
  - maintain timelines and the filing of the grievance;
  - seek advice from OSSTF;
  - attempt to resolve grievance;
  - if necessary, proceed to arbitration with assistance from OSSTF;
  - maintain a complete written record of all aspects of the grievance;
  - at any point where a decision is made not to proceed with the grievance, inform the grievor about the appeal process.

## **BYLAW 12 - GRIEVANCE COMMITTEE**

### Section 1 Membership

- 1.1 The Grievance committee shall consist of the following three members or their designates:
  - I) the President of the Bargaining Unit;
  - II) the Chief Negotiator of the Bargaining Unit;
  - III) the Grievance Officer.
- 1.2 The Grievance Officer shall act as Chairperson of the Grievance Committee.
- 1.3 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Bargaining Unit Executive will be appointed by the Grievance Committee to become the representative.

### Section 2 Terms of Reference

- 2.1 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.
- 2.2 Meetings of the Grievance Committee will be called by the Chairperson.
- 2.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor.
- 2.4 Procedures for Alleged grievances
  - i) All alleged grievances shall be referred to the Grievance Officer immediately.
  - ii) The Branch President/Representative or another member of the Bargaining Unit may assist the member in presenting the facts of the case to the Grievance Committee.
  - iii) The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
  - iv) The Grievance Officer shall inform the Member of the Committee's decision that will be reported to the Bargaining Unit Executive and the reason for it and shall inform the Member of the appeal process;

- v) The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.
- 2.5 All decisions by the Committee shall be by simple majority.
- 2.6 A quorum for the Committee shall be two.

## **BYLAW 13 - GRIEVANCE APPEALS COMMITTEE**

### Section 1

- 1.1.1 The Grievance Appeals Committee shall consist of three (3) Members of the Bargaining Unit Executive who did not take part in the decision to deny the grievance.
- 1.1.2 The Members of the Grievance Appeals Committee shall be selected by the Instructors' Executive, normally at the inaugural Instructors' meeting in the Federation year;
- 1.2 The members of the Grievance Appeals Committee shall select one of their members to act as Chair, normally in September;
- 1.3 A quorum for the Grievance Appeals Committee shall be three (3) members;
- 1.4 One member of the Bargaining Unit Executive, (who shall not have been a member of the Grievance Committee and also shall not act as a member of the Grievance Appeals Committee) may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee;
- 1.5 Procedures for the Grievance Appeals Committee:
  - i) The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall notify, in writing, to the Chair of the Grievance Appeals Committee their intention to appeal;
  - ii) The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case;
  - iii) The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
  - iv) The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance;
  - v) The Bargaining Unit members appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee;
  - vi) The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused. The chair will communicate their decision to the Bargaining Unit Member the Bargaining Unit Grievance Officer and the INSTRUCTORS' Bargaining Unit Executive as soon as possible.



## **BYLAW 14 - COLLECTIVE BARGAINING COMMITTEE**

### **Section 1 Membership**

- 1.1 The Collective Bargaining Committee shall consist of up to seven (7) members consisting of the Collective Bargaining Chief Negotiator and representatives from all job classes within the IBU;
- 1.2 Non-voting Members.  
The District Officer may be a member of the CBC.

### **Section 2 Meetings**

The Committee shall meet when needed in the year.

### **Section 3 Quorum**

A quorum of the Committee shall consist of two (2) of the voting members, one (1) of whom shall be the Collective Bargaining Committee Chief Negotiator.

### **Section 4 Duties**

The Members of the Collective Bargaining Committee shall:

- 4.1 represent the membership in negotiations for a Collective Agreement with the Limestone District School Board;
- 4.2 solicit input from members and the Bargaining Unit Executive, prepare the negotiating brief, carry out negotiations with the Limestone District School Board, distribute information on negotiations to members, arrange for information and ratification meetings, determine negotiating strategy, and devote itself generally to all matters pertinent to collective bargaining on behalf of the Bargaining Unit;
- 4.3 Liaise with the District Collective Bargaining Committee.

### **Section 5 Terms of Reference**

It shall be the responsibility of the Collective Bargaining Committee to establish and maintain terms of reference, subject to the approval of the Bargaining Unit Executive.

### **Section 6 Ratification of the Collective Agreement**

- 6.1 The Negotiating Team will present the details of the Tentative Agreement to the Instructors' Executive for final approval and subsequent recommendation to the membership.
- 6.2 Following approval of the Tentative Collective Agreement by the Instructors' Executive, a summary of the Tentative Agreement will be released to the membership. The Tentative Collective Agreement shall be presented at a general meeting of the membership and recommended for ratification.

## **BYLAW 15 - ELECTIONS**

### **Section 1 Terms of Office**

- 1.1 The term of office for the Instructors' Bargaining Unit Executive members shall commence on July 1 following the election.
  - 1.2.1 All positions in Article 7, Section 1 shall be elected for a two year term.
  - 1.2.2 The term for the Immediate Past President shall be one federation year following the election.

- 1.2.3 The term for Executive Officer may be for one or two years, depending on the status of the Immediate Past President position.
- 1.3 Elections shall be held on odd numbered years.

## Section 2 Nominations

- 2.1 The duties of the District Officer in conjunction with the Instructors' Secretary related to the Nominations and Elections of Instructors' Executive shall be:
  - 2.1.1 to announce, publicize and seek nominations to all positions of the Instructors' Bargaining Unit Executive open for election four (4) weeks prior to the Annual General Meeting;
  - 2.1.2 to publish the descriptions of each position open for election;
  - 2.1.3 to meet two weeks before the Annual General Meeting:
    - a) to declare nominations closed for positions for which there are declared candidates;
    - b) to collate the nominations received;
    - c) to publish and distribute to all Members of the Instructors' Bargaining Unit a list of candidates and their profiles.
    - d) to establish, publish and distribute campaign election rules and procedures, including the speech format, the question and answer format, collecting and counting ballots, announcing of results, and run off balloting if required;
    - e) to run the election for open Executive positions at the Annual General Meeting;
    - f) to announce at the earliest possible convenience, the results of the election;
    - g) to ask for a motion to destroy the ballots of the Instructors' Executive election.
- 2.2 Any member of the Instructors' Bargaining Unit may be nominated to any position on the Instructors' Bargaining Unit Executive open for election provided that:
  - 2.2.1 the nominee has given his/her consent;
  - 2.2.2 be a member in good standing.
- 2.3 The District Officer in conjunction with the Instructors' Secretary shall be responsible for printing the ballots for each position of the Instructors' Bargaining Unit Executive which is open for election. The ballots shall include the names of the candidates in alphabetical order beside the position in question.

## Section 3 Balloting

- 3.1 Election of the new Instructors' Bargaining Unit Executive shall be by simple majority of ballots cast and take place in the following order, given that the position is open for election:
  - 3.1.1 President
  - 3.1.2 Vice President
  - 3.1.3 Secretary
  - 3.1.4 Treasurer
  - 3.1.5 Executive Officer(s)

- 3.2 Any candidate who has lost an election in a position shall not have the right to seek election in a subsequent position unless the position is vacant.
- 3.3 Where an elected position of the Instructors' Bargaining Unit Executive has not been filled because no nominations for that position were received, the Instructors' Bargaining Unit Executive may choose:
  - 3.3.1 to reschedule an election for the position at a later date,
  - 3.3.2 to co-opt a member of the Instructors' Bargaining Unit who is willing to fill this position following the process in Section 4 Vacancies, or
  - 3.3.3 to leave the position vacant under extra-ordinary circumstances.

## Section 4 Vacancies

### Mid-term Executive Vacancies

- 4.1 A mid-term vacancy exists whenever an elected Member dies, resigns, retires, or takes a statutory / sick leave from the Executive position, or is unable to carry out the duties of the office.
- 4.2 For the Presidency, the vacancy shall be filled by the Vice-President.
- 4.3 Executive Vacancies
  - 4.3.1 The Instructors' Executive shall fill all other Executive vacancies by an election at the next regularly scheduled Executive meeting following the creation of the vacancy and call for nominations.
  - 4.3.2 In the event that a Member of the Executive takes a statutory/sick leave and another Member assumes their position, then that replacement position will be deemed to be an "acting" position and will continue until the statutory/sick leave ends or the term of office ends, whichever occurs first."
  - 4.3.3 Upon the conclusion of the Immediate Past President's term, the position of Executive Officer shall be appointed according to Section 4.3.1 above.
  - 4.3.4 A call for nominations must be sent to the Membership at least two weeks prior to the election,
  - 4.3.5 Once candidates are known, their names will be sent to members of the Instructors' Executive and all candidates for the position(s) at least 48 hours prior to the election;
  - 4.3.6 In the event that there is only one candidate for the position, the candidate shall be acclaimed;
  - 4.3.7 Candidates will be allowed to make a two minute speech;
  - 4.3.8 The Candidate with the greatest number of votes will be declared elected;
  - 4.3.9 If there is a tie vote for a position, there will be a second ballot;
  - 4.3.10 If the subsequent ballot after the first tied ballot is also tied,
    - a) the candidates who were tied will be asked if they will share the position given defined terms of the sharing. Both of the candidates shall agree for this to occur.
    - b) if the position is not to be shared, the Chair shall flip a coin, with the candidate with the first alphabetical surname from the two candidates calling the toss.

## **BYLAW 16 - RULES OF ORDER**

- Section 1 All meetings of the Instructors' Bargaining Unit Executive and the Instructors' Bargaining Unit General Meeting shall be conducted in accordance with Rules of Order for Federation business as adopted at the Provincial Assembly and amended from time to time by the Provincial Assembly or the Provincial Council, and where such rules are expressly specified as being applicable to District Organizations.
- Section 2 In the event that problems in the conduct of business arise which cannot be resolved by reference to the Rules of Order indicated in Section 1, further reference shall be made to the most recent editions of:
- 2.1 Robert's Rules of Order Newly Revised followed by
  - 2.2 Sturgis Standard Code of Parliamentary Procedure followed by
  - 2.3 Bourinot's Rules of Order

## **BYLAW 17 - AMENDMENTS**

- Section 1 Bylaws may be approved, amended or rescinded at any Instructors' Bargaining Unit General Meeting:
- 1.1 by a majority vote of the members qualified to vote, present and voting, provided that:
    - 1.1.1 written notice of an appropriate motion shall have been given to the Instructors' Bargaining Unit President and District Officer at least four (4) weeks prior to the Instructors' Bargaining Unit General Meeting;
    - 1.1.2 such notice shall have been forwarded to the membership three (3) weeks prior to the Instructors' Bargaining Unit General Meeting.
  - 1.2 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that:
    - 1.2.1 written notice of an appropriate motion shall have been given to the Instructors' Bargaining Unit President and District Officer at least two (2) weeks prior to the Instructors' Bargaining Unit General Meeting;
    - 1.2.2 such notice shall have been forwarded to the membership one (1) week prior to the Instructors' Bargaining Unit General Meeting.
  - 1.3 by a three quarters majority vote of the members qualified to vote, present and voting, no previous notice having been given.

## **BYLAW 18 - POLICIES**

- Section 1 The Policies of Instructors' Bargaining Unit shall be:
- 1.1 those of OSSTF as stated in the Provincial Handbook, and
  - 1.2 those additional policies duly established by Instructors' Bargaining Unit through the Instructors' Bargaining Unit General Meeting;
  - 1.3 those additional policies duly established by Limestone District 27 through the Instructors' Assembly.

Section 2 Any policy made by the Instructors' Bargaining Unit Executive shall be subject to ratification at the next meeting of the Instructors' Bargaining Unit General Meeting.

Section 3 Formation of Policy

Policy and amendment or rescission of policy may be made in the form of appropriate motions at the Instructors' Bargaining Unit General Meeting.

- 3.1 by a majority vote of the members qualified to vote, present and voting, provided that:
  - 3.1.1 written notice of such motion shall have been given to the Instructors' Bargaining Unit Vice President and District Officer at least four (4) weeks prior to the date of the Instructors' Bargaining Unit General Meeting;
  - 3.1.2 such notice shall have been forwarded to the membership three (3) weeks prior to the Instructors' Bargaining Unit General Meeting.
- 3.2 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that:
  - 3.2.1 written notice of such motion shall have been given to the Instructors' Bargaining Unit Vice President and District Officer at least two (2) weeks prior to the date of the Instructors' Bargaining Unit General Meeting;
  - 3.2.2 such notice shall have been forwarded to the membership one (1) week prior to the Instructors' Bargaining Unit General Meeting.
- 3.3 by a three-quarters majority vote of the members qualified to vote, present and voting, no previous notice having been given.

**BYLAW 19- ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

The Anti-Harassment Policy is the responsibility of the District Executive. Refer to the OSSTF Limestone District 27 Constitution.

**BYLAW 20 - ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE**

The Anti-Harassment Policy is the responsibility of the District Executive. Refer to the OSSTF Limestone District 27 Constitution.

**BYLAW 21 - DUTIES OF MEMBERS**

Section 1

- 1.1 It shall be the duty of members to comply with the Constitution and Bylaws of OSSTF and OSSTF District 27 and the Constitution and Bylaws adopted by OSSTF District 27 Instructors' Bargaining Unit.
- 1.2 Unless forbidden by law, it shall be the duty of every member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act or Bill 160 and Bill 74.