



**CONSTITUTION  
&  
BYLAWS**

**TECHNICAL, ADMINISTRATIVE, RESEARCH  
and AGRICULTURAL  
(TARA)**



**OSSTF/FEESO DISTRICT 35**

Revised May 31, 2018

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## CONSTITUTION

## **Definitions:**

### **In this Constitution & Bylaws:**

1. "OSSTF" shall mean Ontario Secondary School Teachers' Federation.
2. "TARA" shall mean the "Technical, Administrative, Research and Agricultural" Bargaining Unit, OSSTF District 35.
3. "Bargaining Unit" shall mean members of TARA, OSSTF District 35, for whom OSSTF holds bargaining rights.
4. "District" shall mean OSSTF District 35, Universities.
5. "Constitution" shall mean all the basic principles governing the present Bargaining Unit including its basic structure.
6. "Bylaws" shall mean the standing rules governing the members of the present Bargaining Unit in respect to all matters within its authority.
7. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its bylaws.
8. "Procedures" shall mean the specific rules which the Bargaining Unit has established to govern its day-to-day activities and which are in accordance with its Constitution, Bylaws and Policies.
9. "CBC" shall mean the Collective Bargaining Committee of the Bargaining Unit.
10. "Executive" shall mean the Officers of the Bargaining Unit.
11. "Majority vote", unless otherwise stipulated, means a 50% plus 1 vote of the voting members present and voting.
12. "General Meeting" shall mean a meeting of the TARA membership to conduct Bargaining Unit business.
13. "AMPA" shall mean the OSSTF Annual Meeting of Provincial Assembly.
14. "Membership" shall mean all members in good standing.
15. "Member" shall mean a member who is a member of OSSTF.
16. "Robert's Rules of Order" shall mean the parliamentary authority for running meetings effectively and efficiently, based on the procedures used in the British Parliament.
17. "Bargaining Unit Representative" shall mean a member of the Bargaining Unit elected/designated to Coordinate OSSTF activities.
18. "CLC" shall mean Canadian Labour Congress.

19. “DEC” shall mean District Executive Council.
20. “GDLC” shall mean Guelph District Labour Council.
21. “OFL” shall mean Ontario Federation of Labour.
22. “Member at Large” shall mean a member who is elected and holds a voting seat on the Executive.
23. “Workplace Representative” shall mean a member located at any of the off-campus research stations or satellite campuses.

## **ARTICLE 1 - Repugnancy**

- a. Any part of the Constitution, By-Laws, Policies, or Special Rules or any amendment thereto, which is repugnant to the Provincial or District Constitution or By-Laws is hereby declared null and void.
- b. All Former Constitutions of the BU are hereby declared null and void.
- c. All existing By-Laws, Policies, and Special Rules of the BU, insofar as they are repugnant to any part of this Constitution are hereby declared null and void.
- d. Meetings shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF/FEESO Constitution and Bylaws.
- e. All meetings must allow for simultaneous aural communications as per the most recent editions of *Robert's Rules of Order*.

## **ARTICLE 2 - Name and Authority**

- a. This Bargaining Unit shall be known as the Technical, Administrative, Research and Agricultural (TARA) Bargaining Unit, OSSTF District 35.

## **ARTICLE 3 - Objects and Ethics**

The objects of TARA shall be:

- a. First and foremost to protect its members, both individually and collectively, in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;
- b. to secure and maintain for all Members of OSSTF equal collective bargaining rights including the right to strike;
- c. to bargain collectively on behalf of its Members;
- d. to promote a high standard of professional ethics and a high standard of professional competence;
- e. to secure for members active participation in formulating policies and practices affecting post-secondary education and research;
- f. to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and the community;

- g. to support and promote equal opportunity for members, employees, and students;
- h. to foster and promote the dignity of all persons regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, socio-economic status, age, marital status, family status or disability;
- i. associate and unite employees of educational institutions, or agencies which provide services to educational institutions, within the Province of Ontario and,
- j. to promote political action to ensure that legislation regulating labour structures and policies is in the best interest of members.
- k. The ethics of the TARA Bargaining Unit shall be those described in Article 4 of the OSSTF Constitution.

## **ARTICLE 4 - Membership**

- a. Each Member must be:
  - (1) Employee of the University of Guelph for whom the OSSTF holds bargaining rights as determined by the Ontario Labour Relations Board certificate or as determined by the scope and recognition clause of the current Collective Agreement.
  - (2) A member in good standing of OSSTF,
  - (3) Eligible under legislation of the Province of Ontario to be a member.
- b. Each member has the same rights, duties and responsibilities under the By-Laws of OSSTF.
- c. All Executive members and Workplace Representative must be members of the BU at their election or appointment and during their term of office, and be Active Members of OSSTF.

## **ARTICLE 5 – Member Privileges**

- a. Member in good standing:
  - (1) shall be deemed to be a Member who is currently employed within a position represented by the Bargaining Unit;
  - (2) abides by the Constitution and Bylaws of the Bargaining Unit;
  - (3) may attend general and special meetings of the Bargaining Unit and vote, discuss, and participate in the business of the Bargaining Unit;
  - (4) has the right to stand for election as an officer of the Bargaining Unit;
  - (5) has the right to serve as a member of committees created for the purpose of meeting the needs of the Bargaining Unit.

## **ARTICLE 6 – Dues and Levies**

- a. Every member of the Bargaining Unit shall pay membership dues as prescribed in the OSSTF Bylaws.
- b. There may be a special levy of the TARA Bargaining Unit, the amount to be determined by the budget presented for ratification at the Annual General Meeting.
- c. There may be a special levy of the Provincial OSSTF/FEESO to be determined at a Special Meeting of Provincial Assembly (SMPA).

## **ARTICLE 7 – Organization**

7.1 Bargaining Unit Executive: There shall be an Executive consisting of the following voting members:

- President
- Vice President
- Member Services Officer
- Treasurer
- Communications Officer
- Chief Negotiator (elected by CBC)
- Secretary
- Up to five members at large (with first consideration going to Workplace Representatives)
- Past President (if applicable)

7.2 Workplace Representatives - Each work location shall select a workplace representative

7.3 Standing and Special Committees

- 6.4.1. The Bargaining Unit may establish any permanent or special committee. Structure and responsibilities of the Standing Committees will be determined in the Bylaws.

## **ARTICLE 8 – Meetings**

8.1 Frequency of Executive Meetings shall be established in the Bylaws.

8.2 There shall be an Annual General Meeting as defined in the Bylaws.

8.3 Special General Meetings may be convened in accordance with the Bylaws.

## **ARTICLE 9 – Amendments**

Amendments to this Constitution may be made:

9.1 at the Annual General Meeting of the TARA Bargaining Unit by a two-thirds (2/3) vote of the members qualified to vote, present and voting, provided that notice of the proposed amendments shall have been given in writing to the Secretary twenty (20) days prior to the date of the meeting, and who shall make it available in each work location ten (10) days prior to the date of the meeting.

9.2 at the Annual General Meeting of the TARA Bargaining Unit by a nine-tenths (9/10) vote of the members qualified to vote, present and voting, providing previous notice as in 9.1 not having been given.

## **BYLAWS**

### **BYLAW 1 – General Meetings**

- 1.1 There shall be an Annual General Meeting **between the second week in May and the second week in June** to:
  - a) discuss the business of the TARA Bargaining Unit;
  - b) receive reports;
  - c) approve a budget;
  - d) hold election of the Executive biannually and
  - e) amend the constitution and bylaws.
- 1.2 General Meetings will be at the call of the President or where five (5) or more members make such a request in writing to the President.
- 1.3 Notice of General Meetings shall be distributed at least ten (10) days prior to the meeting.
- 1.4 The President shall convene a General Meeting at which the terms of a tentative settlement will be presented (*Ratification Meeting*).
- 1.5 Notice of Ratification Meeting will be given in writing at least three (3) days prior to the date of the meeting.

## **BYLAW 2 – Executive Meetings**

- 2.1 The Bargaining Unit Executive shall meet at least nine times per year and/or at the call of the President.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive at the request in writing of any three (3) Officers of the Executive.

## **BYLAW 3 – Quorum**

- 3.1 Members of the Bargaining Unit, **present and voting**, shall constitute a quorum for the transaction of business at any General or Special Meeting of Members, unless otherwise stipulated in this Constitution.
- 3.2 Quorum for meetings of the Executive shall be a simple majority of total members of the Executive.

## **BYLAW 4 – Voting**

- 4.1 Any Member may attend, speak when recognized by the Chair and vote at any duly convened General Meeting.
- 4.2 When a vote is held, any OSSTF member of the TARA Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.
- 4.3 Voting by proxy will not be permitted in the election of the executive, at any strike vote, or in the ratification of a collective agreement.

## **BYLAW 5 – Elections and Term of Office**

- 5.1 Only members of TARA may be candidates for office.
- 5.2 Elections for Executive and other Officers shall be by secret ballot at the Annual General Meeting of the TARA Bargaining Unit.
- 5.3 On or before April 1<sup>st</sup> of each election year, the Executive shall appoint an Elections Officer.
- 5.4 Candidates who wish their name to appear on the ballot may indicate their intention to run for office by submitting their nomination to the Elections Officer at least three (3) weeks prior to the Annual General Meeting. Candidates must be nominated and supported by two (2) other members. In the event that the Bargaining Unit Executive recommends any vacancy(ies) be filled by an election, the Executive will appoint an Elections Officer.
  - 5.4.1 For the Workplace Representative, where there is less than 10 members at that location, 1 member supporting the nomination for that location would be acceptable.
- 5.5 Ten (10) days prior to the Annual General Meeting, the Elections Officer shall inform all Members of the list of candidates who have been nominated to a position on the Executive.
- 5.6 Nominations “from the floor” will not be accepted. In the event there are no ontime nominations. Vacancies will be filled as per Bylaw 6.1.
- 5.7 Elections for the Executive shall be:
  - For years 2019, 2022, 2025, 2028, 2031 etc.
    - 5.7.1 President
    - 5.7.2 Treasurer
    - 5.7.3 Communications Officer
  - For Years 2020, 2023, 2026, 2029, 2032 etc.
    - 5.7.4 Vice- President
    - 5.7.5 Member Service Officer
    - 5.7.6 Secretary
    - 5.7.7 Member at Large (5)
- 5.8 Upon the closing of nominations for an office, the Elections Officer shall verify that the nominees are willing to be candidates for the office. When this has been established and announced, each candidate will be allotted two (2) minutes to speak to the Members, with the exception of the position of President where candidates will be allotted up to five (5) minutes to speak. There will be no candidate speeches for the members-at-large positions.
- 5.9 The Elections Officer, with the approval of the Members present, shall appoint a maximum of three (3) Members to act as scrutineers to tabulate the votes cast. **In the event the Bargaining Unit subscribes to an on-line voting system, tabulation of votes cast will take place through the on-line electoral process.**
- 5.10 Balloting shall begin upon completion of speeches. The foregoing procedure shall be carried forward for each office.



- 5.11 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of those present, qualified to vote and voting.
- 5.12 Defeated candidates shall not be considered for other offices.
- 5.13 The term of office for the position of President, Treasurer, and Communications Officer shall be three (3) years.
- 5.14 The term of office for the Vice-President, Grievance Officer, Secretary and Members-at-Large shall be two (2) years.
- 5.15 Term of office is from July 1<sup>st</sup> to June 30<sup>th</sup> of the year of election. In the event that an election is held for a vacant position in a non-election year, the term of office will be for the remainder of the original term of office.

## **BYLAW 6 – Mid-term Vacancies**

- 6.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of the President, the Executive may fill the position as long as quorum remains. If quorum no longer exists, the Executive shall call a special meeting of the Members to fill any vacancies. In the event that any position(s) is (are) vacant within 60 days of the AGM, the executive may recommend the vacancy(ies) be filled by election.
- 6.2 Where the vacancy occurs in the position of the President, the Vice-President shall assume the position for the remainder of the term of office.

## **BYLAW 7 – Duties of Members**

- 7.1 It shall be the duty of every TARA Member to comply with the duties of members as defined in the OSSTF Bylaw 2.1.1.6 - *Rights, Privileges and Duties of Members*, and, Bylaw 2.4.2 - *Duties of Members to Other Members*. (Appendix A)

## **BYLAW 8 – Duties of the Bargaining Unit Executive**

It is the duty of the **Executive** to:

- 8.1 Act in the name of the Bargaining Unit.
- 8.2 Manage the affairs of the Bargaining Unit between General Meetings.
- 8.3 Propose a Bargaining Unit budget for presentation at the Annual General Meeting.
- 8.4 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.
- 8.5 Communicate regularly with members of the Bargaining Unit regarding its activities.

- 8.6 Appoint chairperson(s) of such committees as are necessary.
- 8.7 Appoint an alternate representative of the Bargaining Unit to attend any meeting that the President or Vice-President is unable to attend.
- 8.8 Appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unavailable to attend.
- 8.9 Deal with all matters brought before it from Local and Regional Representatives and which require action before the next regular General Membership Meeting.
- 8.10 Appoint a Health and Safety Officer.

## **BYLAW 9 – Duties of the Bargaining Unit Executive Positions**

Term of office shall be for two years, from July 1 to June 30.

**a. The President shall:**

- (1) be the Chief Executive Officer of the Bargaining Unit, and shall call and preside at all meetings of the Bargaining Unit and of the Executive;
- (2) ensure that the aims and objectives of the Bargaining Unit are carried out;
- (3) present a written report on the activities of the Bargaining Unit at the Annual General Meeting;
- (4) have signing authority, in consultation with the Executive, for legal matters of the Bargaining Unit;
- (5) have co-signing authority on all cheques drawn on the Bargaining Unit's treasury;
- (6) ensure that each Standing Committee and Ad Hoc Committee has a Chairperson, meets and reports as required;
- (7) assist with all grievances, inquiries and complaints as necessary
- (8) be an ex-officio member of all Bargaining Unit committees;
- (9) maintain a liaison with the Provincial Executive and the Secretariat,
- (10) serve as the Bargaining Unit's Provincial Councilor, and as such:
  - a. represent the Bargaining Unit on Provincial Council
  - b. provide a written report to the Executive
- (11) be responsible for on-going communication with other units within District 35 of OSSTF and;
- (12) be responsible for on-going communication with other OSSTF Districts within the region.
- (13) serve as one of the Executive's voting delegate at DEC
- (14) serve as a member at the GDLC

**b. The Vice-President shall:**

- (1) assist the President in carrying out the aims and objectives of the Bargaining Unit;
- (2) assume the duties of the President if the President is, for any reason, unable to carry out those duties;
- (3) act as TARA liaison with the Guelph Regional Labour Council, other university staff unions and/or Bargaining Units, government departments, and other related areas;
- (4) have co-signing authority on all cheques drawn on the Bargaining Unit's treasury;
- (5) be (or appoint) the Anti-Harassment Officer who shall enforce the Anti-Harassment Policies and Procedures at all meetings and assemblies of the Bargaining Unit.
- (6) serve as one of the Executive's voting delegate at DEC

- (7) serve as a member at the GDLC
- (8) carry out other duties as determined by the President.

**c. Member Services Officer who shall:**

- (1) be responsible to consult and collect relevant information from any member who feels there may be a grievance issue;
- (2) consult with the assigned Provincial Secretariat liaison on all grievances;
- (3) consult with the President on all grievances;
- (4) update the Executive on the status of all inquiries, complaints and grievances;
- (5) maintain confidential records of all inquiries, complaints and grievances
- (6) carry out other duties as determined by the President.

**d. The Treasurer shall:**

- (1) be responsible for the maintenance of the financial records of the Bargaining Unit;
- (2) be the administrator of the Bargaining Unit funds and disburse those funds in accordance with the budget as approved by the members at the Annual General Meeting;
- (3) be responsible for reconciling all financial transactions and statements;
- (4) present a written monthly financial report to the Executive;
- (5) present at the Annual General Meeting, a year-end financial statement of actual Bargaining Unit revenue and expenditures of the preceding year;
- (6) prepare, in co-operation with the Executive, a budget for the forthcoming year to be approved at the Annual General Meeting;
- (7) have primary signing authority on all cheques drawn on the Bargaining Unit's treasury;
- (8) carry out other duties as determined by the President.

**e. The Communications Officer shall:**

- (1) manage communication of meetings and notice to Bargaining Unit Members electronically and maintain the TARA website;
- (2) create and distribute regular newsletters for the membership;
- (3) maintains membership listserv.
- (4) be responsible for maintaining accurate and current member rolls and mailing lists;
- (5) carry out other duties as determined by the President.

**f. The Chief Negotiator shall:**

- (1) the term for this role shall be determined by the length of the Collective Agreement;
- (2) be the spokesperson for the negotiating team;
- (3) be the Chairperson of the Collective Bargaining Committee;
- (4) conduct research in preparation for collective bargaining, with the assistance of the Collective Bargaining Committee, and presenting it for approval to the Bargaining Unit Executive;
- (5) report in a timely and regular basis to the Executive and the Bargaining Unit Members;
- (6) represent the Bargaining Unit at all Regional Collective Bargaining Committee meetings;
- (7) liaise with the OSSTF Protective Services Secretariat regarding negotiations;
- (8) present for approval at the General Meeting, the Memorandum of Settlement on the collective agreement;

(9) carry out other duties as determined by the President.

**g. The Secretary shall:**

- (1) record and maintain the minutes of the Executive, Annual and Special Membership Meetings;
- (2) book venues for all Bargaining Unit meetings;
- (3) distribute the minutes to the respective bodies prior to the next regularly called meeting.
- (4) Gifts coordinator;
- (5) carry out other duties as determined by the President.

**h. The Past-President shall:**

- (1) function in an advisory capacity to the Executive and provide continuity in the operation of the Bargaining Unit;
- (2) serve one (1) year non-renewable
- (3) carry out other duties as determined by the President.

**i. The Members-at-Large shall:**

- (1) shall participate in Executive meetings;
- (2) shall serve as liaison between Members and the Executive
- (3) shall encourage Members to attend and participate in meetings of the Bargaining Unit;
- (4) shall assist Members in the preparation of complaints and grievances;
- (5) shall report Member changes in their respective group to the Communications Officer;
- (6) shall notify the Secretary Gifts regarding the purchase of cards and gifts for their Members, and distribute the same.

## **BYLAW 10 –Workplace Representatives**

**10.1 Workplace Representative:**

- a. Each workplace shall select an TARA representative.
- b. Workplace Representative shall serve as the liaison between the Members and the Executive.

## **BYLAW 11 – Duties of the General Meeting**

11.1 The Annual General Meeting of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:

- 11.1.1 election procedure for Bargaining Unit Positions;
- 11.1.2 the time, place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit;
- 11.1.3 the formation of internal organizations and procedures;
- 11.1.4 the establishment, amendment or rescission of Bargaining Unit Policy;
- 11.1.5 all other matters as deemed necessary or convenient for the promotion of the

welfare and interests of Members or the conduct of the business of the Bargaining Unit.

## **BYLAW 12 – Committees**

- a. The Executive shall establish the necessary standing and special committees to complete the objectives of the Bargaining Unit.
- b. Standing committees shall be chaired by Executive Members.
- c. Any Member in good standing may apply to be considered for appointment to any committee.
- d. The Executive shall appoint Members in good standing upon recommendation of the President to serve on University Committees.
- e. Each committee chair shall submit written reports quarterly or as required by the Executive, to the Bargaining Unit Executive and/or membership.

### **Standing Committees**

#### **A. Collective Bargaining Committee (CBC)**

- (1) The CBC for the bargaining unit shall consist of up to twelve (12) members including the president and the grievance officer (member services Officer)
- (2) A call will be sent out to the membership at least six (6) months prior to the expiration of the Collective Agreement.
- (3) The Bargaining Unit Executive shall select the twelve (10) CBC members
- (4) The Bargaining Unit Executive shall appoint any members to fill a vacancy

#### **B. Duties of the Collective Bargaining Committee (CBC)**

- (1) The Collective Bargaining Committee shall represent the Members of the Bargaining Unit while preparing the Collective Agreement. Duties will include:
  - i. elect a Chief Negotiator;
  - ii. surveying the membership;
  - iii. preparing a negotiating brief;
  - iv. seeking approval for the brief from the Executive and Provincial Office of OSSTF;
  - v. recommending members to the table team for ratification by the Executive; Three (3) seats on the table team must consist of the Chief Negotiator, President and Members Services Officer
  - vi. communicating regularly with the Members of the progress of negotiations; and,
  - vii. seeking the ratification of the collective agreement from Bargaining Unit members.
- (2) Membership
  - (1) The Collective Bargaining Committee shall include at minimum, the Chief Negotiator, the Bargaining Unit President, the Grievance

- Officer (Member Services Officer) and a minimum of three (3) Members at-Large, representative of the membership.
- (2) The Table Team shall not exceed five (5) members and shall consist of The Chief Negotiator, The Bargaining Unit President, The Grievance Officer (Member Services Officer), and at least two (2) members at large. Should the Table Team elect the assistance of Provincial Officer to sit in on negotiations, an extra seat will be added.

#### **B. Grievance and Grievance Appeals Committees**

- a. Each Grievance Committee shall consist of the President, the Member Services Officer and the grieving Member's Regional Representative, if necessary. The committee shall determine if any grievance shall proceed.
- b. The Grievance Appeals Committee shall consist of the Executive, excluding any Executive members involved in the original grievance, and shall hear appeals in executive session at the next regularly scheduled executive meeting.
- c. Members appealing a decision of the Grievance Committee have seven (7) working days from the day they are notified of a Grievance Committee decision to appeal it in writing to the Executive board. The President will notify the griever on the decision of the appeal.

#### **C. Membership Engagement Committee**

- (1) The Membership Engagement Committee shall organize new Member orientation sessions, organize events to engage Members within the Bargaining Unit and encourage Members to volunteer and participate within Bargaining Unit functions, committees, and governance.
- (2) The Membership Engagement Committee shall recommend a Member to the Executive to serve as the Educational Services Officer (ESO) of the Bargaining Unit. The ESO shall be the liaison between OSSTF and any other relevant group to develop and bring education opportunities to the Members. The ESO will represent the Bargaining Unit at all ESO functions offered by OSSTF.
- (3) The Secretary shall be responsible for purchasing gifts and making donations on behalf of the Bargaining Unit, in accordance with the following eligibility guidelines and expenditures:
  - i. In the case of a Member's retirement from the University, the Secretary shall present the appropriate gift to the Member, or an equivalent donation to the charitable organization of the Member's choice.
  - ii. In the case of a Member's death, the Secretary shall make a donation to a charitable organization in memory of the Member after consultation with the Member's family.
  - iii. In the case of a Member's departure from the University not defined in (i) or (ii), who has at least ten (10) years of seniority, the Secretary shall present the appropriate gift to the Member.  
The Secretary shall base all expenditures upon seniority at retirement according to the following scale, \$50 for service between ten (10) and fifteen

(15) years, \$60 for service between sixteen (16) and twenty (20) years, and \$75 for twenty-one (21) years to twenty-five (25) year, \$85 for twenty-six (26) to thirty (30) years and \$100 for thirty plus (30+) years

- iv. Gifts to an Executive Member upon retirement shall be based on their years of service according to the following scale, \$20 per year to a maximum of \$400 with a minimum of 10 years of service.

## **BYLAW 14 – Conferences**

- a. The Executive may upon the request from a Member, approve the attendance at conferences deemed to benefit the aims and objectives of the Bargaining Unit.
- b. Expenses incurred for conferences held by OSSTF will be reimbursed in accordance with the Allowable Expenditure Guidelines as defined in the OSSTF Financial Handbook.

## **BYLAW 15 – AMPA**

### **Annual Meeting of the Provincial Assembly (AMPA)**

The Bargaining Unit delegation for AMPA shall be composed of the following:

- (1) The Bargaining Unit President who is also the Provincial Councillor of the Bargaining Unit;
- (2) The Vice President;
- (3) Delegates selected from the Membership through a process of nominations and elections.

## **BYLAW 16 – Finances**

- 16.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 16.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 16.3 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meetings and at the Annual General Meetings.
- 16.4 Cheques drawn on the Bargaining Unit account shall require two (2) signatories.
- 16.5 One of the signatories must be the Treasurer, unless the cheque is to reimburse the Treasurer. In such case, the President and Vice-President will be the two (2) signatories.
- 16.6 The President or the Vice-President is the other signatory.
- 16.7 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.
- 16.8 The Executive is able to negotiate financing/credit agreements as approved by the Executive.

## Surpluses

### Time Release Fund

1. This fund is to provide for time release of Executive members most notably the 35% cost of release time for the President, and 15% cost of release time for the Member Services Officer and/or any other executive member deemed to need release time over and above time release negotiated in the Collective Agreement.
2. A year-end surplus in the general operating account of up to \$50,000 may be allocated by the Bargaining Unit Executive to the Time Release Fund.
3. Expenditures from the Time Release Fund must be approved by a Bargaining Unit General Meeting.

### General Reserve Fund

1. The General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget.
2. Funds may be transferred at year-end from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the Bargaining Unit Executive.
3. Expenditures from the General Reserve Fund shall be approved by a motion of the Bargaining Unit Executive.
4. The Annual General Meeting of the Bargaining Unit shall be informed of all expenditures from the General Reserve Fund

## Honorariums (Executive Remuneration)

The annual honorariums (payable in June) of the Officers shall be as follows:

	\$
President	2400
VP	1800
Grievance Officer	1800
Treasurer	1800
Communications Officer	600
Chief Negotiator	600
Secretary	600
Member at Large	240
Past President	240



Total honorarium paid shall be subject to total funds available but at no time shall the amount of honorarium be different in proportion as stated above. No executive member will receive an honorarium or prorated honorarium until all outstanding expenses have been paid. There must be a reserve of three (3) months worth of expenses remaining in the fund to allow for honorariums.

### **BYLAW 17 – Procedures at Meetings**

- a. At the opening of a general or a regular meeting, the President shall take the chair and conduct business in the following order:
  - (1) Call to order
  - (2) The OSSTF Anti-Harassment statement shall be read out and/or distributed, and the Anti-Harassment officer(s) for the meeting will be identified to all attendees
  - (3) Indigenous Statement shall be read out loud and/or distributed.
  - (4) Approval of the Agenda
  - (5) Reading and adoption of previous minutes and business arising therefrom
  - (6) Report of the Treasurer
  - (7) Report of Officers
  - (8) Other reports
  - (9) Unfinished business
  - (10) New business
  - (11) Nominations and elections
  - (12) Adjournment
- b. Except as otherwise noted in this Constitution, all motions shall be decided by a majority vote of the members in good standing, present and voting.
- c. Except as otherwise noted in this Constitution, all votes may be conducted by a show of hands, secret ballot, or by a secure online voting system.
- d. All monetary items to be voted on at a general meeting shall be by secret ballot or through a secure online voting system.
- e. Any motion that involves a secure online voting system requires the following:
  - a meeting of the Membership to discuss the motion;
  - a minimum of ten (10) days notice to Members of the upcoming vote; –
- f. Where procedure is unclear and not discussed in either of the Bargaining Unit and OSSTF Constitution or Bylaws, *Robert's Rules of Order* (most recent edition) shall prevail.

### **BYLAW 18 – Anti-Harassment and Anti-Bullying Policy**

- a. The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying policy and procedure to be followed at all Bargaining Unit functions.
  - (1) The Anti-Harassment and Anti-Bullying policy and procedure and any amendments to it shall be approved by the Executive.

- (2) The OSSTF Anti-Harassment statement shall be adopted as general policy guidelines and read out and/ or distributed prior to any Bargaining Unit sponsored meeting or event.
  - (3) At every Bargaining Unit sponsored meeting or event at least one Anti-Harassment officer will be designated for members to contact.
- b. The resolution and complaint procedure shall be as follows:
- (1) Any member who believes s/he has been a target of harassment or discrimination at a Bargaining Unit sponsored meeting or event is encouraged to take immediate action to ensure this behaviour stops.
  - (2) As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.
  - (3) If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the Executive Officer in charge of the event to ask that one be appointed.
  - (4) 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 President/ Executive Officer in charge of the event, may remove the respondent temporarily from the meeting if circumstances warrant.
  - (5) The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the President/ Executive Officer in charge of the event.
  - (6) 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 OSSTF General Secretary for action and it shall be the joint responsibility of the General Secretary and the Secretariat attached to the Bargaining Unit to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.
  - (7) The parties involved will receive a written report stating the findings and any action taken.
  - (8) Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the President.
  - (9) Decisions may be reviewed by Judicial Council on the request of a member or appealed to the Bargaining Unit grievance appeals committee.
  - (10) The OSSTF General Secretary shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.

None of the above restricts a member's right to file a complaint with the Employer's Human Rights and Workplace Harassment Office, Ontario Human Rights Commission or make a complaint to police.

## **BYLAW 19 – Amendments**

### **19.1 Bylaw Amendments**

Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote and voting at the Annual General Meeting, provided that there has been twenty (20) days prior notice to the Secretary in writing, who shall make it available in each work location ten (10) days prior to the date of the Annual General Meeting. Members may pass bylaws or revisions thereto not inconsistent with the constitution concerning:

- 19.1.1 the procedure for the election of its various office holders;
  - 19.1.2 the management of its property and its own internal organization and administration;
  - 19.1.3 the time, place and conduct of the annual and other meetings of the Bargaining Unit;
  - 19.1.4 the establishment, amendment, and rescission of Bargaining Unit policy;
  - 19.1.5 all other matters as are deemed necessary or convenient for the promotion of the welfare of the members or the conduct of the business of the Bargaining unit.
- 19.2 Interim bylaws or the amendment or rescission thereof may be passed by a two-thirds (2/3) vote of the members qualified to vote, present and voting, previous notice as in bylaw 19.1 not having been given.

## **Appendix A**

### **2.1.1.6 Rights, Privileges and Duties of Members (A.12)**

- 2.1.1.6.1 Rights and Privileges: Members shall have all the rights and privileges of membership, unless limited by disciplinary measures taken in accordance with the Bylaws. (A.12)
- 2.1.1.6.2 Members shall have the right to seek the advice of the OSSTF on any matter of professional relationship between the Member and a fellow Member, an employer, their professional college(s), the Ministry of Education, the Ministry of Training, Colleges and Universities, a student, a parent or the public in general. (A.12)
- 2.1.1.6.3 An Member shall have the automatic right to representation in a professional difficulty with an employer or other external agency; such representation may include provision of legal counsel subject to approval by the Provincial Executive. (A.12)
- 2.1.1.7 Fees: (A.12)
  - 2.1.1.7.1 The fee for Members shall be 1.3% of total annual salary earned through an OSSTF employer-collective agreement. (A.12)
    - 2.1.1.7.1.1 Total annual salary shall include all monies earned by Members through an OSSTF collective agreement while in the employ of their employer from July 1 to the following June 30. (A.12)
  - 2.1.1.7.2 Amendments to the fee structure for Members must be approved by the Provincial Assembly through such vote count as that prescribed for amending the Bylaws. (A.12)
  - 2.1.1.7.3 Members shall remit their fees in accordance with the terms of their collective agreements or upon direction of the Treasurer. (A.12)

### **2.4.2 Duties of Members to Other Members (A.12)**

- 2.4.2.1 A member shall: (A.12)
  - 2.4.2.1.1 avoid interfering in an unwarranted manner between other members and students; (A.12)
  - 2.4.2.1.2 on making an adverse report on another member, furnish that member with a written statement of the report at the earliest possible time and not later than three days after making the report. (A.12)
    - 2.4.2.1.2.1 Notwithstanding the preceding, on matters related to the Child and Family Services Act, this obligation shall not apply. (A.12)
  - 2.4.2.1.3 prior to registering a complaint of harassment or bullying against another member, inform the member, either personally or through a representative, that the actions are unwelcome and must cease; (A.12)
  - 2.4.2.1.4 refuse to accept employment with an employer whose relations with the Federation are unsatisfactory; (A.12)
  - 2.4.2.1.5 where the Member is in an administrative or supervisory position, make an honest and determined effort to help and counsel a Member before subscribing to the dismissal of that member; (A.12)
  - 2.4.2.1.6 not attempt to gain an advantage over other Members by knowingly underbidding another Member, or knowingly applying for a position not properly declared vacant, or by negotiating for salary independently of the Member's Bargaining Unit. (A.12)
- 2.4.2.2 Any member making an adverse report on another member under 2.4.2.1.2 shall include in the written statement the relevant date, details and alleged incidents that

were related in the adverse report to the member and address and deliver the written statement to the member. (A.12)

2.4.2.3 It shall be the duty of every member whose duties include the making of recommendations affecting the tenure or position or responsibility of another member to provide the said member with copies of all reports submitted or filed concerning him/her, no later than 72 hours after the submission or filing of the report; and before making a recommendation for termination or non-renewal of a member's contract, or demotion on the grounds of unsatisfactory performance, to warn the member in writing, to provide or offer assistance and to allow a reasonable time for improvement, and when placing a member under formal review to inform the Field Secretary assigned to the member's District or Bargaining Unit. (A.12)

2.4.2.4 It shall be the duty of every Member not to deliberately and repeatedly breach the rules of order at any meeting called by an OSSTF Bargaining Unit, District, Provincial Council, a Resumption of Bargaining Team a Pay Equity Steering Committee or a Resumption of Pay Equity Steering Committee, the Provincial Executive or a provincial committee or council. (A.12)