



District 28 Renfrew
Ontario Secondary School Teachers' Federation

Office Managers' Bargaining Unit

Constitution

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DEFINITIONS In this constitution:

1. **"Office Managers' Bargaining Unit"** shall mean Office Managers' Bargaining Unit (OMBU), District 28 Renfrew of the Ontario Secondary School Teachers' Federation
2. **"Executive"** shall mean those members elected at large by the membership at a General Meeting.
3. **"Council"** shall mean the Office Managers' Bargaining Unit, District 28 Renfrew, except where otherwise stated.
4. **"Federation"** shall mean the District 28 Renfrew, Ontario Secondary School Teachers' Federation, except where otherwise stated.
5. **"Council members"** shall be members of, and in good standing with, the OMBU of the Ontario Secondary School Teachers' Federation and shall be elected or appointed as prescribed by the bylaws.
6. **"OSSTF"** shall mean the Provincial Ontario Secondary School Teachers' Federation.
7. **"Board"** shall mean the Renfrew County District School Board.
8. **"Member"** shall mean an active member of OSSTF, Office Managers' Bargaining Unit, District 28 Renfrew.
9. **"Constitution"** shall mean a system of fundamental principles according to which OSSTF District 28 Renfrew Office Managers Bargaining Unit are governed. The constitution of the Office Managers' Bargaining Unit shall not contravene that of OSSTF or OSSTF District 28 Renfrew.
10. **"Bylaws"** shall mean standing rules governing the membership of OSSTF or OSSTF District 28 Renfrew Office Managers' Bargaining Unit. The Bylaws of the Office Managers' Bargaining Unit shall not contravene that of OSSTF or OSSTF District 28 Renfrew.
11. **"Policy"** shall mean a stand or position taken by OSSTF or OSSTF District 28 Renfrew Office Managers' Bargaining Unit.
12. **"Office Managers"** shall mean all persons employed as Office Managers by the Renfrew County District School Board.
13. **"OLRA"** shall mean "Ontario Labour Relations Act".
14. A **bargaining unit** shall be those members covered by the same collective agreement.
15. **"AMPA"** shall mean Annual Meeting of Provincial Assembly.

ARTICLES

ARTICLE ONE - NAME

- 1.1 This organization shall be known as "OSSTF, Office Managers' Bargaining Unit 28, Renfrew" and shall include all members of the Ontario Secondary School Teachers' Federation employed by the Renfrew County District School Board as Office Managers.

ARTICLE TWO - ADHERENCE TO PROVINCIAL OSSTF

- 2.1 No part of this constitution may contravene any of the constitutions or bylaws of the Provincial OSSTF. If any parts are found to contravene the constitutions or bylaws of the provincial OSSTF, then the provincial constitutions and bylaws shall apply.

ARTICLE THREE - AIMS OF THE EXECUTIVE AND COUNCIL

- 3.1 The Office Managers' Bargaining Unit Executive shall act in the name of the Federation and shall be responsible for the effective administration within the Office Managers' Bargaining Unit of the policy of OSSTF.
- 3.2 The Office Managers' Bargaining Unit Executive shall determine and respect the wishes and needs of the membership and ensure that the concerns of the local membership are brought to the attention of OSSTF.
- 3.3 The Office Managers' Bargaining Unit Executive shall provide leadership in all matters affecting the welfare of the members.
- 3.4 The Office Managers' Bargaining Unit Executive shall supervise all committees in the establishment of goals beneficial to the membership in consultation with the committees, and shall assist the committees in their efforts to achieve those goals.
- 3.5 The Office Managers' Bargaining Unit President shall be responsible for the Collective Agreement of his/her Bargaining Unit.

ARTICLE FOUR – OFFICE MANAGERS' BARGAINING UNIT EXECUTIVE

- 4.1 There shall be an Executive consisting of the following members: Past President, President, Secretary-Treasurer, Vice President, and Collective Bargaining Committee Chairs to act as advisors to the Executive. An individual may occupy more than one office.
- 4.2 The Executive shall be structured as prescribed by the bylaws.
- 4.3 The duties of the Executive and its members shall be as prescribed by the bylaws.

- 4.4 The term of office of the Executive shall be July 1 to June 30 of the following year.

ARTICLE FIVE – OFFICE MANAGERS’ BARGAINING UNIT COUNCIL

- 5.1 The Office Managers’ Bargaining Unit Council shall consist of the Office Managers’ Bargaining Unit Executive and the Chairs of Standing Committees.

ARTICLE SIX - COMMITTEES

- 6.1 There shall be Office Managers’ Bargaining Unit standing committees as designated by the bylaws and special committees as may from time to time be deemed necessary.

ARTICLE SEVEN - FEDERATION

- 7.1 The duties of the Federation shall be as prescribed by the bylaws.

ARTICLE EIGHT - BYLAWS

- 8.1 The Office Managers’ Bargaining Unit, at a General Meeting, provided that there has been fourteen (14) days prior notice, may pass bylaws or revisions thereto not inconsistent with the Constitution concerning:
- 8.1.1 the procedure for the election of its various office holders;
 - 8.1.2 the formation of Office Managers’ Bargaining Unit and Branch organizations;
 - 8.1.3 the management of its property and its own internal organization and administration;
 - 8.1.4 the time, place, and conduct of the annual and other meetings of the Office Managers’ Bargaining Unit;
 - 8.1.5 the establishment, amendment, and rescission of Office Managers’ Bargaining Unit policy;
 - 8.1.6 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 Office Managers’ Bargaining Unit.
- 8.2 For the purpose of this article, a quorum shall be those members of the Office Managers’ Bargaining Unit present and voting.
- 8.3 Interim bylaws or the amendment or rescission thereof may be passed by a two-thirds (2/3) affirmative vote of the Council qualified to vote, present and voting.

- 8.4** Any interim bylaws or policy applicable to the Office Managers' Bargaining Unit established by the District Council are subject to ratification at the General Office Managers' Bargaining Unit Meeting.

ARTICLE NINE - AMENDMENTS

- 9.1** Amendments to this constitution may be made:

- 9.1.1** at a General Office Managers' Bargaining Unit Meeting by a two-thirds (2/3) affirmative 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 Treasurer fifteen (15) days prior to the date of the meeting, and who shall make it available in each Branch ten (10) school days prior to the date of the meeting;
- 9.1.2** at a General Office Managers' Bargaining Unit Meeting by a nine-tenths (9/10) affirmative vote of the members qualified to vote, present and voting, previous notice as in 9.1.1 not having been given.

ARTICLE TEN - PRESIDENTIAL TIME

- 10.1** The Office Managers' Bargaining Unit President shall be compensated his/her daily rate when required to perform Federation Duties during working hours according to the Collective Agreement for the portion not funded by the Board.

ARTICLE ELEVEN - LEVY

- 11.1** There may be a special levy of the Office Managers' Bargaining Unit 28, the amount determined by the budget presented for ratification at the May Annual Meeting of the membership.
- 11.2** The levy shall be collected from the Office Managers' Bargaining Unit membership as a per thousand dollars of salary in ten installments corresponding to the school year.

BYLAWS

BYLAW ONE – EXECUTIVE

- 1.1** The members of the Executive shall be elected as follows:
- 1.1.1** the immediate Past President shall be a member of the Executive for one year following his or her term as President;
- 1.1.1.1** in the event that there is no immediate past president as defined above, the Council may appoint an executive officer to fill the position;

- 1.1.2 the Office Managers' Bargaining Unit President shall be elected at the Annual Meeting by vote of the membership at large;
- 1.1.3 the Office Managers' Bargaining Unit Vice President shall be elected at the Annual Meeting by a vote of the membership at large;
- 1.1.4 the Secretary-Treasurer shall be elected at the Annual Meeting by a vote of the membership at large.
- 1.1.5 Nominations for executive positions must be declared at the last District Council Meeting of the April preceding the May elections. Any member in good standing may make a nomination to the Council meeting by submitting it in writing to a member of Council prior to the Council meeting. Nominations shall be closed by motion at that Council meeting.
 - 1.1.5.1 Notwithstanding 1.1.5, where there has not been a member in good standing nominated for a position by the above process, nominations may be made from the floor at the Annual Meeting.
 - 1.1.5.2 Members who are defeated in the election for one office are deemed to have been nominated for any lower ranking position.
 - 1.1.5.3 Where no candidates present themselves for offices on the Bargaining Unit Executive, it shall be the duty of the Bargaining Unit Executive, newly elected, to appoint members to those positions at the first constituted business meeting in its term of office. Such appointments may be made, as interim appointments, from among the existing members of the Bargaining Unit Executive.

BYLAW TWO – OFFICE MANAGERS' BARGAINING UNIT COUNCIL

- 2.1 The members of the OMBU Council shall be the Executive as well as the following:
 - 2.1.1 the Collective Bargaining Committee Chair and Vice Chair for the next year shall be elected at the last meeting of the year of the Collective Bargaining Committee, with the appointments to be approved by the Executive;
 - 2.1.2 where insufficient candidates present themselves from members-at-large on the CBC, it shall be the duty of the Bargaining Unit Executive, newly elected, to appoint members to those positions at the first constituted business meeting in its term of office. Such appointments may be made, as interim appointments from among the existing members of the Bargaining Unit Executive.
 - 2.1.3 the Educational Services, Human Rights and Status of Women, and Occupational Health and Safety Representative shall be appointed by the Executive.

- 2.2** Vacancies during any term of office shall be filled by a member appointed by the Council.

BYLAW THREE - OFFICERS OF THE BARGAINING UNIT

- 3.1** There shall be a position of Chief Negotiator whose term of office shall be determined by the Office Managers' Bargaining Unit Council.
- 3.2** The selection of the Chief Negotiator shall be carried out in the following manner:
- 3.2.1** a search committee shall be activated by the Office Managers' Bargaining Unit President to seek out and recommend a Chief Negotiator;
- 3.2.1.1** such a committee shall be established when deemed necessary by the Office Managers' Bargaining Unit Council but must be established at least every three years;
- 3.2.1.2** the committee shall advertise and make recommendations consistent with the OSSTF bylaws and constitution;
- 3.2.1.3** the search committee shall consist of at least three members, two appointed by the Collective Bargaining Committee, and the other members shall be determined by the Council;
- 3.2.1.4** the Council shall ratify or reject the committee's choice.

BYLAW FOUR - DUTIES OF EXECUTIVE OFFICERS

- 4.1 Duties of the Office Managers' Bargaining Unit Past President:**
- 4.1.1** to act as an advisor to the Executive and Council;
- 4.1.2** to represent the Council on the Grievance Appeals Committee for the Collective Agreement, which was negotiated during his/her term of office;
- 4.1.3** to continue at the expressed wish of the Council as representative of the Council in collective bargaining matters for the duration of negotiations initiated during his/her term of office.
- 4.2 Duties of the Office Managers' Bargaining Unit President:**
- 4.2.1** to call meetings of the Executive, Council and the membership;
- 4.2.2** to preside over all general meetings of the membership;
- 4.2.3** to represent the Council, or designate such representation, on all committees, and maintain contact with all Office Managers' Bargaining Unit work;

- 4.2.4** to act as liaison agent between other bodies and the Office Managers' Bargaining Unit Executive and Council.
- 4.2.5** to receive grievances arising from the Collective Agreement, to serve as Grievance Officer, and to act as Chair of the Grievance Committee;
- 4.2.6** to assess the validity of the grievance under the terms of the Collective Agreement and to make appropriate recommendations to the Grievance Committee;
- 4.2.7** to recommend to the Collective Bargaining Committee and the Council removal of a member from the Table Team if the opinion is that said member is not serving the collective good of the members of the Office Managers' Bargaining Unit;
- 4.2.8** to represent the membership in collective bargaining matters and attend negotiating meetings with the Board, in negotiations initiated during his/her term of office.
- 4.2.9** to represent the Bargaining Unit at all meetings of the ESS Sector Council and report back to the Bargaining Unit.

4.3 Duties of the Office Managers' Bargaining Unit Vice President:

- 4.3.1** to perform the duties of the President if requested by the President or the Council;
- 4.3.2** to represent the membership as an overseer and liaison agent on matters of recall;
- 4.3.3** to represent the membership on the Grievance Committee;
- 4.3.4** to attend meetings of the Collective Bargaining Committee;
- 4.3.5** to be a member of the Negotiating Team for his/her OMBU;
- 4.3.6** to serve on the Recall Committee;
- 4.3.7** to perform such other duties as designated by the Council;
- 4.3.8** to serve on the District CPAC.

4.4 Duties of the Office Managers' Bargaining Unit Secretary-Treasurer:

- 4.4.1** to record and/or verify all minutes of Executive, Council, Annual and General Meetings;

- 4.4.2** to keep all financial records;
- 4.4.3** to make payments for legitimate District and Bargaining Unit purposes;
- 4.4.4** to work in close co-operation with the Office Managers' Bargaining Unit President and other Officers;
- 4.4.5** to act upon the recommendations of the duly appointed auditors;
- 4.4.6** to be a member of the Bargaining Unit and District Finance Committee;
- 4.4.7** to serve as a member of the Grievance Appeals Committee.

BYLAW FIVE - DUTIES OF THE REPRESENTATIVES/CHAIRS OF STANDING COMMITTEES

5.1 Duties of Educational Services Representative:

- 5.1.1** to assist the Council in the promotion of Professional Activities at the local level;
- 5.1.2** to report to the Council on all matters concerned with Educational Services;
- 5.1.3** to work in co-operation with the District Educational Services Committee and the appropriate bodies or persons at the Provincial level;
- 5.1.4** to attend meetings of the District Educational Services Committee;
- 5.1.5** to prepare a yearly written report on the Committee's activities for presentation at the Office Managers' Bargaining Unit Annual Meeting in May.

5.2 Duties of the Human Rights and Status of Women Representative:

- 5.2.1** to report to the Council on all matters relating to Human Rights and the Status of Women and affirmative action;
- 5.2.2** to work in co-operation with the appropriate bodies or persons at the Provincial level;
- 5.2.3** to assist the Council in the promotion of human rights and affirmative action at the local level;
- 5.2.4** to attend meetings of the District Human Rights and Status of Women Committee;

- 5.2.5** to prepare a yearly written report on the Committee's activities for presentation at the Office Managers' Bargaining Unit Annual Meeting in May;

5.3 Duties of the OMBU Collective Bargaining Committee Chair:

- 5.3.1** to keep the Council informed on all matters relating to collective bargaining in the Office Managers' Bargaining Unit;
- 5.3.2** to develop, with the Council, goals to be pursued in negotiations;
- 5.3.3** to report to the Collective Bargaining Committee from the Council matters of mutual concern;
- 5.3.4** to initiate, in consultation with the Collective Bargaining Committee and the Council, at least once a year, a survey to ascertain the wishes and concerns of the members for new contract proposals;
- 5.3.5** to inform the President of the results of the survey;
- 5.3.6** to make detailed results of the survey available to the Collective Bargaining Committee and Council;
- 5.3.7** to participate in the selection process of the Chief Negotiator;
- 5.3.8** to assist the Chief Negotiator and President in selecting the Table Team for negotiations;
- 5.3.9** to advise the OMBU Council to inform the Board of the Office Managers' Bargaining Unit's intentions to renegotiate the collective agreement;
- 5.3.10** to oversee the formation of a brief with respect to proposals for a new collective agreement;
- 5.3.11** to recommend to the Collective Bargaining Committee and the OMBU Council removal of a member from the Table Team if the opinion is that said member is not serving the collective good of the members of the Office Managers' Bargaining Unit;
- 5.3.12** to attend the meetings of the OMBU Council;
- 5.3.13** to be a member of the Table Team;
- 5.3.14** to sign, together with the President, the collective agreement on behalf of the members;
- 5.3.15** to be a member of the Finance Committee;
- 5.3.16** to call meetings of the Collective Bargaining Committee;

5.3.17 to prepare a yearly written report on the Committee's activities for presentation at the Office Managers' Bargaining Unit Annual Meeting in May;

5.3.18 to act as an advisor to the Executive;

5.3.19 to serve on the Grievance Appeals Committee.

5.4 Duties of the Collective Bargaining Committee Vice Chair/Benefits Officer

5.4.1 to report to the Council on all matters relating to benefits in the Office Managers' Bargaining Unit;

5.4.2 to work in cooperation with the appropriate bodies or persons at the Provincial level;

5.4.3 to act as an advisor to the Collective Bargaining Committee on matters concerned with Benefits and to attend all Collective Bargaining meetings.

5.5 Duties of the Finance Committee Chair:

5.5.1 to expedite the role of the Finance Committee;

5.5.2 to call meetings of the Bargaining Unit Finance Committee;

5.5.3 to attend meetings of the District Finance Committee.

5.6 Duties of Occupational Health & Safety Representative:

5.6.1 to report to the Council on all matters relating to Occupational Health & Safety within the Office Managers' Bargaining Unit;

5.6.2 to represent the Council at the Renfrew County Office Managers' Bargaining Unit School Board Joint Health & Safety Committee;

5.6.3 to attend and represent the Office Managers' Bargaining Unit at the District Health & Safety Committee meetings.

BYLAW SIX – DUTIES OF THE APPOINTED OFFICERS

6.1 Duties of the Chief Negotiator:

6.1.1 to attend all meetings of the Collective Bargaining Committee;

6.1.2 to act as chief spokesperson in the negotiations between the Office Managers and the Board;

- 6.1.3** to act within the limits and priorities prescribed by the membership;
- 6.1.4** to present for approval to the Collective Bargaining Committee and Council any contract offer prior to agreement in principle with the Board;
- 6.1.5** to assist the Collective Bargaining Committee Chair and the President in selecting the Table Team for negotiations;
- 6.1.6** to recommend negotiating strategies to the Table Team;
- 6.1.7** to cause to be prepared and to present the rationale behind the Federation's proposal;
- 6.1.8** to report to the Collective Bargaining Committee and Council on progress, or lack of such, made in negotiations;
- 6.1.9** to work in cooperation with the appropriate bodies or persons at the provincial level;
- 6.1.10** to attend meetings of the Council during negotiations and at the request of the President;
- 6.1.11** to report to the Council when requested by the President;
- 6.1.12** to be a member of the Grievance Committee.

BYLAW SEVEN - DUTIES OF THE FEDERATION

- 7.1** to elect at the Annual meeting a President, Vice President, and Secretary-Treasurer;
- 7.2** to receive and pass upon reports and communications from OSSTF;
- 7.3** to receive and pass upon reports of Office Managers' Bargaining Unit Officers, Auditors, and Committees;
- 7.4** to determine the action to be taken in regard to the reports received and to instruct the Council and Committee thereon;
- 7.5** to consider matters of general interest to education as they affect OSSTF or the Office Managers' Bargaining Unit;
- 7.6** to adopt bylaws necessary to the transaction of Office Managers' Bargaining Unit business and not in contravention to any article or section of this Constitution or Bylaws.

BYLAW EIGHT - DUTIES OF THE EXECUTIVE

- 8.1** to meet at the call of the President to consider OSSTF and Federation matters;

- 8.2** to meet four times a year with the Council;
- 8.3** to present to the Council for ratification, any actions taken by the Executive;
- 8.4** for each school year to name a designate, if so desired, and to name an alternate to substitute when necessary for the Bargaining Unit President at meetings of the ESS Sector Council.

BYLAW NINE - DUTIES OF THE COUNCIL

- 9.1** to promote, within the Office Managers' Bargaining Unit, the aims and objectives of the OSSTF;
- 9.2** to meet before all Office Managers' Bargaining Unit meetings and at other times at the call of the President or at the written request of two members of the Council;
- 9.3** to report to the Federation at the Annual Meeting;
- 9.4** to carry out the instructions of the Federation;
- 9.5** to deal with all matters brought before it from the members, which require action, before the next regular Federation meeting;
- 9.6** to keep the Federation informed of its activities;
- 9.7** to appoint substitutes for Office Managers' Bargaining Unit representatives who are unable to act;
- 9.8** to authorize and disburse payments incurred in the conduct of business of the Federation;
- 9.9** to inform the Provincial Executive of any matters adversely affecting the welfare of the Federation or of one or more of its members;
- 9.10** to appoint a resolutions committee to expedite the disposition of resolutions submitted to the Annual Office Managers' Bargaining Unit Meeting;
- 9.11** to appoint, at its discretion, members to any Board Committee when requested by the Board;
- 9.12** to advise and direct the committees of the Office Managers' Bargaining Unit to ensure that the wishes and needs of the membership are respected;
- 9.13** to appoint a nominating committee consisting of the President and the Past President to present a slate of officers at a general Office Managers' Bargaining Unit Meeting prior to April 30 of each year;

- 9.14** to establish a search committee for Chief Negotiator when necessary, or at least every three (3) years, and to ratify or reject the committee's choice;
- 9.15** to meet jointly with the Collective Bargaining Committee prior to the presentation of any contract offer to the membership;
- 9.16** to recommend rejection or acceptance of the contract proposal to the membership, or to direct the commencement of further negotiations having received the recommendations of the Chief Negotiator, Collective Bargaining Committee Chair and the Collective Bargaining Committee;
- 9.17** to act upon the recommendation of the Collective Committee chair and/or President regarding the removal of a member of the table team who is not acting in the best interests of the membership;
- 9.18** to receive for ratification, amendment, or rejection, any actions taken by the Executive;
- 9.19** to act upon any recommendations of the Grievance Committee regarding policy or group grievances;
- 9.20** to consider appeals by members of the Office Managers' Bargaining Unit regarding any decisions by the Grievance Committee against proceeding with a requested grievance.

BYLAW TEN - POLICY

- 10.1** No member of the Office Managers' Bargaining Unit has the right to advocate the contravention of established OSSTF policy and practice.
- 10.2 Establishment and Rescission by Council:**
 - 10.2.1** Interim policy, and the amendment or rescission of interim policy, may be made by the Council by a two-thirds (2/3) affirmative vote of the members qualified to vote, present and voting.
 - 10.2.2** A proper notice of policy motion for the establishment and rescission of policy is one which begins with the words "It is the policy of OSSTF, Office Managers' Bargaining Unit 28, Renfrew that".
- 10.3 Establishment and Rescission by Annual Meeting:**
 - 10.3.1** Policy, and the amendment and rescission of policy, may be made at the annual meeting by a majority of the members qualified to vote, present and voting, provided that a proper notice of policy motion shall have been given in writing to the Secretary-Treasurer fourteen (14) days prior to the date of the meeting.

10.3.2 A proper notice of policy motion for the establishment and rescission of policy is one which begins with the words, "It is the policy of OSSTF, Office Managers' Bargaining Unit 28, Renfrew that".

10.3.3 Notwithstanding a motion's adherence to Bylaw 10.3.2, it is the duty of the Council to make a final ruling as to whether or not a motion is a policy motion.

10.3.4 Any interim policy or interim amendment of policy or interim rescission of policy made by the Council since the previous Office Managers' Bargaining Unit Annual Meeting shall be ratified or rescinded by a majority vote of the members of the Office Managers' Bargaining Unit qualified to vote, present and voting.

BYLAW ELEVEN - MEETINGS

11.1 There shall be an Annual Federation Meeting in May to:

- (a) discuss the business of the Office Managers' Bargaining Unit;
- (b) receive reports, and;
- (c) hold the election of the Executive.

11.2 There shall be a general meeting at such other times as may be determined by the Council at the call of the President.

11.3 Notice of the Annual and General Meetings must be in the hands of the members fourteen (14) days prior to the Annual and General Meetings and posted in every school.

BYLAW TWELVE - HONORARIA

12.1 Special honoraria may be awarded to members at the discretion of the Council, dependent on the allowable amount available under OSSTF special accounts or Levy assistance.

BYLAW THIRTEEN - GENERAL STANDING COMMITTEES AND REPRESENTATIVES TO THE DISTRICT COMMITTEES

13.1 There shall be the following standing committees and representatives:

- (a) Collective Bargaining Committee;
- (b) Educational Services Representative;
- (c) Human Rights and Status of Women Representative;
- (d) Finance Committee;
- (e) Occupational Health & Safety Committee and Representative;
- (f) Communications Political Action Representative; and
- (g) any additional committees or representatives on District Committees as deemed desirable by the Council.

13.2 Membership of General Standing Committees:

13.2.1 The OMBU Collective Bargaining Committee shall consist of at least one Collective Bargaining Representative and one Pensions and Benefits Representative with input from Council.

13.2.2 The membership of the OMBU negotiating team shall include the President, Vice President, Collective Bargaining Committee Chair, Chief Negotiator, and such other resource persons as the Council may from time to time determine.

13.2.3 The term of the OMBU negotiating team shall be from contract initiation to conclusion.

13.2.4 The OMBU Finance Committee shall consist of the President, the Treasurer, and the Collective Bargaining Committee Chair.

13.2.5 Other committees shall have one representative who attends District Committees and reports back to OMBU Council.

13.2.6 All committees shall elect a Chair subject to ratification by OMBU Council.

13.2.6.1 OMBU Collective Bargaining Committee shall also elect a Vice Chair who shall be responsible for pensions and benefits.

13.3 Terms of Reference

The terms of reference for Office Managers' Bargaining Unit Standing Committees shall be established by the Office Managers' Bargaining Unit Council and shall be amendable, as the Council deems advisable.

13.3.1 Collective Bargaining Committee:

13.3.1.1 to assist in the formation and distribution of the survey to determine the needs and concerns of the Office Managers so that this information may be incorporated into the proposed collective agreement;

13.3.1.2 to assist in the preparation of a brief for negotiations;

13.3.1.3 to inform the Office Managers, at the appropriate times, of the progress or lack of such, made in negotiations;

13.3.1.4 to advise the Table Team on strategies to be used in negotiations;

13.3.1.5 to appoint three members to the Search Committee for Chief Negotiator;

13.3.1.6 to meet jointly with the Council prior to the presentation of any contract offer to the membership;

13.3.1.7 to communicate to Office Managers their existing rights to benefits and any changes in benefits.

13.3.2 Educational Services Committee Representative:

13.3.2.1 to promote professional activity by making the office managers aware of current educational and in-service programs available to them;

13.3.2.2 to encourage active participation in subject councils as a route to professional growth;

13.3.2.3 to provide liaison between schools and the Educational Services Committee;

13.3.2.4 to assess professional needs of Office Managers and to plan and organize programs to satisfy those needs;

13.3.2.5 to work with the District School Board in establishing guidelines for the participation in, and funding for, Educational Services activities;

13.3.2.6 to cooperate with the District, Occasional Teachers' and Teachers' Bargaining Unit on matters of Educational Services.

13.3.3 Human Rights and Status of Women Committee Representative:

13.3.3.1 to monitor regularly the human rights of all members and the professional status of women members of OSSTF, Office Managers' Bargaining Unit 28 and to advise the Council on the need for appropriate action with respect to any developing trends;

13.3.3.2 to provide a forum for the discussion of issues relevant to the human rights of members and to the careers of the women in the OSSTF;

13.3.3.3 to provide the Council with assistance in establishing goals and directions for local human rights issues and affirmative action programs.

13.3.4 Finance Committee:

13.3.4.1 to set a budget in time for Council consideration in May;

13.3.4.2 to recommend to the Council for approval, a compensation rate for mileage.

13.3.5 Communications Political Action Committee (CPAC) Representative:

- 13.3.5.1** to provide advice, assistance and training to members in committee activities;
- 13.3.5.2** to provide advice and assistance to the District Executive in relation to lobbying governments and political parties on matters of concern to the Federation;
- 13.3.5.3** to liaise with and/or advise the District *Excellence in Education* program;
- 13.3.5.4** to liaise with and/or advise the District CPAC and to assist them in developing communications and public relations strategies to support the priorities of the District;
- 13.3.5.5** to promote the pride of members in their own skills and in their contributions to their professions, teachers, students, clients, media and to their communities;
- 13.3.5.6** to advise the District, and Bargaining Units on matters concerning political activity at the regional and local levels (e.g. OFL);
- 13.3.5.7** to liaise with, and organize actions with, other interest groups in order to deal with areas of mutual concern, subject to the prior approval of the District Executive;
- 13.3.5.8** to advise and communicate with the District Executive, Bargaining Units and membership on current issues in educational finance.

BYLAW FOURTEEN – SPECIAL STANDING COMMITTEE REPRESENTATIVES

14.1 There shall be the following committee representatives:

14.1.1 Office Managers' Bargaining Unit Committees:

- 14.1.1.1** Grievance Committee and Grievance Appeals Committee;
- 14.1.1.2** Recall Review Committee.

14.2 Membership of Special Standing Committees.

The Council shall make appointments to the committees at its discretion, except as specified below:

14.2.1 Office Managers' Bargaining Unit Committees

14.2.1.1 Grievance Committee shall consist of the Office Managers' Bargaining Unit President, Vice President, and Chief Negotiator.

14.2.1.2 Recall Review Committee shall consist of the Office Managers' Bargaining Unit President or designate and the Vice President.

14.2.2 Joint Board/Office Managers' Bargaining Unit Committees

14.2.2.1 The Recall Review Committee shall consist of the Office Managers' Bargaining Unit President and Vice President or designate.

14.3 Terms of Reference

The terms of reference for the committees shall be as specified in the Collective Agreement. Duties not covered under the Agreement shall be established by the Council and shall be amendable as the Council deems advisable.

14.3.1 Grievance Committee and Grievance Appeals Committee

14.3.1.1 Bargaining Unit Grievance Officer

14.3.1.1.1 shall be the Bargaining Unit President;

14.3.1.1.2 shall serve as the Chairperson of the Bargaining Unit Grievance Committee;

14.3.1.1.3 shall advise the Bargaining unit on matters relating to maintenance of the collective agreement;

14.3.1.1.4 In the event that the President is not the Grievance Officer, the designate shall perform such duties as assigned by the President.

14.3.1.2 Grievance Committee – Membership

14.3.1.2.1 The Grievance Committee shall consist of the following three members or his/her designates:

- i) the President of the Bargaining Unit;
- ii) the Vice President of the Bargaining Unit;
- iii) the Chief Negotiator of the Bargaining Unit.

14.3.1.2.2 The Grievance Officer shall act as Chairperson of the Grievance Committee.

14.3.1.2.3 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.

14.3.1.3 Grievance Committee – Terms of Reference

14.3.1.3.1 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.

14.3.1.3.2 Meetings of the Grievance Committee will be called by the Chairperson.

14.3.1.3.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the griever.

14.3.1.3.4 Procedures for Alleged grievances

- i) All alleged grievances directed to the Bargaining Unit President 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.

14.3.1.3.5 All decisions by the Committee shall be by simple majority.

14.3.1.3.6 A quorum for the Committee shall be two.

14.3.1.4 Grievance Appeals Committee

14.3.1.4.1 The Grievance Appeals Committee shall consist of the remaining elected members of the Bargaining Unit Executive: Treasurer, Past President and the Chair of the Collective Bargaining Committee. In the event the Past President is not available another Standing Committee Representative shall be appointed by the executive.

14.3.1.4.2 The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.

14.3.1.4.3 A quorum for the Grievance Appeals Committee shall be two members.

14.3.1.4.4 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.

14.3.1.5 Procedures for the Grievance Appeals Committee:

14.3.1.5.1 The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case.

14.3.1.5.2 The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.

14.3.1.5.3 The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance.

14.3.1.5.4 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.

14.3.1.5.5 The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused and will communicate their decision to the Bargaining Unit member and the Bargaining Unit Grievance Officer as soon as possible.

14.3.2 Special Terms of Reference for Grievance Committee:

14.3.2.1 The terms of office of all committees relating to the Collective Agreement are deemed to stand for the term of the agreement.

14.3.2.2 The Teacher Bargaining Unit appointees to joint Board/Office Managers' Bargaining Unit Committees shall represent all members of the Office Managers' Bargaining Unit and shall report regularly to the Council.

BYLAW FIFTEEN – RATIFICATION PROCEDURE

- 15.1** Call a General Meeting when necessary for the purpose of ratifying a new collective agreement.
- 15.2** Ensure that all members have a copy of the new collective agreement at least 24 hours in advance of this ratification meeting.
- 15.3** Conduct a vote by secret ballot at the ratification meeting following procedures published to each member at least 48 hours in advance of the vote.

BYLAW SIXTEEN – JOINT NEGOTIATIONS

- 16.1** OSSTF's present policy does not permit joint negotiations with similar job classes or unions, but Collective Bargaining Committee Chair or designate shall communicate with discretion with affiliate officials on any part of the Collective Agreements.

BYLAW SEVENTEEN – REPLACEMENT OF COUNCIL/COMMITTEE MEMBERS

- 17.1** When any voting member of the Council misses two consecutive meetings without replacement, the Council should appoint a replacement for the remainder of the Council's term.

- 17.2** Any member of the Council or of its committees representatives may be expelled by a two-thirds vote of the Council if the member is deemed to be acting contrary to the best interests of the Federation.

BYLAW EIGHTEEN – MINUTES

- 18.1** The Office Managers' Bargaining Unit Secretary-Treasurer shall record in the Minutes of Executive and Council Meetings,:

18.1.1 a list of members present;

18.1.2 a record of motions passed and defeated;

18.1.3 reports given;

18.1.4 such other matters as the Council may from time to time determine.

BYLAW NINETEEN – PUBLIC RELATIONS

- 19.1** The President or his/her designate shall be authorized to respond to, and correct, general misimpressions and outright errors as they appear in the local media.

BYLAW TWENTY – STRIKE ASSISTANCE

- 20.1** In the event that an Office Managers' Bargaining Unit/Division or Ontario Labour Relations Act bargaining unit is on strike, the Treasurer shall send financial support to the said Office Managers' Bargaining Unit/Division or Ontario Labour Relations Act bargaining unit in the sum to be determined by the Executive.

POLICY

1.1 POLICY STATEMENT – DEFINITION

"Policy" shall mean a stand or position taken by OSSTF, Office Managers' Bargaining Unit 28, Renfrew in accordance with the bylaws on matters whose resolution is beyond the internal legislative power of the Office Managers' Bargaining Unit.

2.1 POLICIES

2.1.2 Committees

The Board has the right to appoint any individual to any committee it chooses but no OSSTF member serving on any committee should be regarded as an Office Managers' representative unless he or she is duly appointed by the Executive, Council, or Branch concerned with ratification by Council.

2.1.3 Grievances

Before any official grievance is undertaken by any member:

- 2.1.3.1** the member speaks with the Office Managers' President concerning contractual complaint;
- 2.1.3.2** if the grievance involves the Principal/Supervisor, the member or his/her agent and the Office Managers' President discuss any such complaint with the Principal/Supervisor to resolve the complaint. If the complaint is not resolved, procedures as outlined in the Collective Agreement for grievance may be undertaken.

2.1.4 Physical Conditions in the School/Worksite

The results of any investigations of the physical conditions in any school/worksites be made available to the members who work in that school/worksites.

2.1.5 Public Elections

Office Managers' President in co-operation with the District Political Action Representative endeavour to assist in the:

- 2.1.5.1** placement of ads where the District desires it for municipal and school board elections;
- 2.1.5.2** assist with public meetings where the District approves for the municipal or school board elections;
- 2.1.5.3** assist with a get-out-the-vote program for the elections where the District desires it.

2.1.6 Office Managers' Duties/Supervision

Office Managers' duties/supervision at school functions and other extra-curricular activities is of a voluntary nature and full support will be given to any office manager against whom disciplinary actions are invoked on this account.

2.1.7 Job Duties

Office Managers' Bargaining Unit members should not change or expand their job duties so as to reduce the work available to members of our own or other bargaining units, nor should they use students or volunteers so as to reduce the work available to our own or other bargaining units.

2.1.8 Health and Safety

Principals and affected office managers' will be given advance notice, where possible, of any piece of equipment that is to be tagged out for health and safety reasons.