District 28 Renfrew

Ontario Secondary School Teachers' Federation

Teacher Bargaining Unit Constitution

TABLE OF CONTENTS

PAGE

ARTICLES

ARTICLE ONE DEFINITIONS 5

ARTICLE TWO NAME 6

ARTICLE THREE ADHERENCE TO PROVINCIAL OSSTF 6

ARTICLE FOUR AIMS OF THE EXECUTIVE AND COUNCIL 6

ARTICLE FIVE TEACHER BARGAINING UNIT EXECUTIVE 6

ARTICLE SIX TEACHER BARGAINING UNIT COUNCIL 7

ARTICLE SEVEN COMMITTEES 7

ARTICLE EIGHT FEDERATION 7

ARTICLE NINE BRANCH ORGANIZATION 7

ARTICLE TEN BYLAWS 8

ARTICLE ELEVEN AMENDMENTS 8

ARTICLE TWELVE PRESIDENTIAL TIME 8

ARTICLE THIRTEEN LEVY 9

BYLAWS

BYLAW ONE EXECUTIVE 11

BYLAW TWO COUNCIL 11

BYLAW THREE OFFICERS OF THE BARGAINING UNIT 11

BYLAW FOUR DUTIES OF THE EXECUTIVE OFFICERS 12

BYLAW FIVE DUTIES OF THE APPOINTED OFFICERS 14

BYLAW SIX DUTIES OF THE FEDERATION 14

BYLAW SEVEN DUTIES OF THE EXECUTIVE 14

BYLAW EIGHT DUTIES OF THE COUNCIL 15

BYLAW NINE POLICY 16

BYLAW TEN MEETINGS 17

PAGE

BYLAW ELEVEN HONORARIA 18

BYLAW TWELVE STANDING COMMITTEES 18

BYLAW THIRTEEN SPECIAL STANDING COMMITTEES 20

BYLAW FOURTEEN RATIFICATION PROCEDURE 22

BYLAW FIFTEEN JOINT NEGOTIATIONS 23

BYLAW SIXTEEN REPLACEMENT OF COUNCIL/COMMITTEE MEMBERS 23

BYLAW SEVENTEEN MINUTES 24

BYLAW EIGHTEEN PUBLIC RELATIONS 24

BYLAW NINETEEN NOMINATIONS AND ELECTIONS 24

BYLAW TWENTY BY-ELECTIONS 26

BYLAW TWENTY-ONE TBU AMPA DELEGATION 28

BYLAW TWENTY-TWO AMENDMENTS TO BY-LAWS, INTERNAL POLICIES, AND PROCEDURES 28

BYLAW TWENTY-THREE AUTHORITIES AND RULES OF ORDER 28

POLICIES & PROCEDURES

EXTERNAL POLICIES 30
1. PHYSICAL CONDITIONS IN THE SCHOOL 30
2. REDUNDANCY 30
3. TUTORIALS 30
4. JOB DUTIES 30
5. ONE SCHOOL SYSTEM 30
6. UOVHSAA LEAGUE SCHEDULING 30

INTERNAL POLICIES 31
1. COMMITTEES 31
2. PUBLIC ELECTIONS 31
3. TEACHER SUPERVISION 31
4. TEACHER QUALIFICATIONS 31
5. ANTI-HARASSMENT 31

PROCEDURES 31
1. GRIEVANCES 31
2. ANTI-HARASSMENT PROCEDURE 32
3. ANTI-HARASSMENT APPEALS PROCEDURE 32

ARTICLES

ARTICLE ONE - DEFINITIONS

In this constitution:

1.1 "**AMPA**" shall mean Annual Meeting of Provincial Assembly.

1.2 A **"bargaining unit"** shall be those members covered by the same collective agreement.

1.3 **"Board"** shall mean the Renfrew County District School Board.

1.4 "**Committees**" shall be divided into:

1.4.1 "**Standing Committees**" shall mean those committees that are permanent and meet throughout the year, every year, to conduct ongoing business.

1.4.2 "**Special Committees**" shall mean those committees that are permanent but meet only as needed to perform specific tasks.

1.4.3 "**Ad Hoc Committees**" shall mean temporary committees that are formed to complete a specific task, and that are then dissolved after the completion of the task.

1.5 A **"continuing education school"** is any program offered to students outside of the day program toward OSSDs for secondary school students. Adult day schools and PAL schools are continuing education schools.

1.6 **"Council"** shall mean the Renfrew County District 28 Teacher Bargaining Unit Council, except where otherwise stated.

1.7 **"Council members"** shall be members of, and in good standing with, the Ontario Secondary School Teachers' Federation and shall be elected or appointed as prescribed by the bylaws.

1.8 **"Executive"** shall mean those members elected at large by the membership at a General Meeting.

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

1.10 **"Federation"** shall mean the District 28 Renfrew TBU membership, Ontario Secondary School Teacher's Federation, except where otherwise stated.

1.11 "**Internal Policy**" shall mean a stand or position taken by OSSTF, Teacher Bargaining Unit 28, Renfrew in accordance with the bylaws on matters whose resolution is within the internal legislative power of the Teacher Bargaining Unit.

1.12 **"Occasional teacher"** shall mean a teacher defined as such by the Education Act of Ontario.

1.13 **"Occasional Teachers' Branch"** shall mean a Branch organization of OSSTF.

1.14 **"OLRA"** shall mean "Ontario Labour Relations Act".

1.15 **"OSSTF"** shall mean the Provincial Ontario Secondary School Teachers' Federation.

1.16 **"OTF"** shall mean the Ontario Teachers' Federation.

1.17 "**Procedures**" shall mean a particular course or sequence of actions to be followed by the Teacher Bargaining Unit 28, Renfrew."

1.18 **"Teacher Bargaining Unit"** shall mean Teacher Bargaining Unit, District 28 Renfrew, OSSTF, including the Occasional teachers branch.

ARTICLE TWO - NAME

2.1 This organization shall be known as "OSSTF, Teacher Bargaining Unit 28, Renfrew" and shall include all members of the Ontario Secondary School Teachers' Federation employed by the Renfrew County Board of Education as teachers.

ARTICLE THREE - ADHERENCE TO PROVINCIAL OSSTF

3.1 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 FOUR - AIMS OF THE EXECUTIVE AND COUNCIL

4.1 The Teacher Bargaining Unit Executive shall act in the name of the Federation and shall be responsible for the effective administration within the Teacher Bargaining Unit of the policy of OSSTF.

4.2 The Teacher 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.

4.3 The Teacher Bargaining Unit Executive shall provide leadership in all matters affecting the welfare of the members.

4.4 The Teacher 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.

4.5 The Teacher Bargaining Unit President shall be responsible for the Collective Agreement of their Bargaining Unit.

ARTICLE FIVE - TEACHER BARGAINING UNIT EXECUTIVE

5.1 There shall be an Executive consisting of the following members: President, Secretary-Treasurer, 1st Vice-President and 2nd Vice-President. Past President and Chief

Negotiator to be non-voting members of the Executive. Committee chairs can act as advisors as requested by the Executive. An individual may occupy more than one office.

5.2 The Executive shall operate as prescribed by the bylaws.

5.3 The duties of the Executive and its members shall be as prescribed by the bylaws.

5.4 Executive members, who are eligible to vote, must be active members of the Bargaining Unit.

ARTICLE SIX – TEACHER BARGAINING UNIT COUNCIL

6.1 The Teacher Bargaining Unit Council shall consist of the Teacher Bargaining Unit Executive, Branch Presidents, the chair of the Collective Bargaining Committee and the Benefits/Information Officer.

ARTICLE SEVEN - COMMITTEES

7.1 There shall be the following Standing Committees:
7.1.1 Collective Bargaining Committee

7.2 There shall be the following Special Committees:
7.2.1 Teacher Bargaining Unit Special Committees:
7.2.1.1 Constitution Review Committee
7.2.1.2 Finance Committee
7.2.1.3 Grievance Committee
7.2.1.4 Grievance Appeals Committee
7.2.1.5 Table Team
7.2.2 Branch Special Committees:
7.2.2.1 School Staffing Committee
7.2.3 Joint Board/Teacher Bargaining Unit Special Committees:
7.2.3.1 Staffing Allocations Committee (Class Maximums)
7.2.3.2 Redundancy Review Committee

7.3 There shall be Teacher Bargaining Unit Ad Hoc committees, as the TBU Council or the TBU Annual General Meeting may from time to time deem necessary.

ARTICLE EIGHT - FEDERATION

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

ARTICLE NINE – BRANCH ORGANIZATION

9.1 Each secondary school in Renfrew County (seven secondary schools plus Continuing Education and the Occasional teachers branch) where members of OSSTF perform their duties shall constitute a Branch of the Teacher Bargaining Unit.

9.2 Branch Executives shall consist of a President and can also include a Past President, Vice-President, Secretary-Treasurer, Communications Political Action Committee (CPAC) Officer, Educational Services Officer, Collective Bargaining Committee Officers, Equity Officer, Health and Safety Officer and Parent Council representative.

9.3 The Branch Executive shall be elected at an annual Branch General Meeting.
9.3.1 The meeting shall be called by the Branch President no later than the June meeting of District Council of the year before which they are to take office.
9.3.2 Branch members shall be informed of the District and TBU provisions for Members to access dependent care funding.
9.3.3 The election shall be run by a member of the District or TBU Executive.
9.3.4 The results of the election shall be reported to the June meeting of District Council.

9.4 The duties of the Branch Executive shall be consistent with Teacher Bargaining Unit and Provincial bylaws.

ARTICLE TEN - BYLAWS

10.1 The Teacher Bargaining Unit, at the Annual General Meeting, may pass bylaws or revisions thereto not inconsistent with the Constitution concerning:
10.1.1 the procedure for the election of its various office holders;
10.1.2 the formation of Teacher Bargaining Unit and Branch organizations;
10.1.3 the management of its property and its own internal organization and administration;
10.1.4 the time, place, and conduct of the annual and other meetings of the Federation;
10.1.5 the establishment, amendment, and rescission of Teacher Bargaining Unit policy; and
10.1.6 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 Teacher Bargaining Unit.

ARTICLE ELEVEN - AMENDMENTS

11.1 Amendments to this constitution may be made:
11.1.1 at a General Teacher 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) school 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; or
11.1.2 at a General Teacher Bargaining Unit Meeting by a nine-tenths (9/10) affirmative vote of the members qualified to vote, present and voting, previous notice as in 11.1.1 not having been given.

ARTICLE TWELVE - PRESIDENTIAL TIME

12.1 The Teacher Bargaining Unit President shall be compensated for the portion of their time spent on Federation Duties at the rate of Category 4 maximum plus an honorarium as defined in the Bylaws. The Teacher Bargaining Unit shall reimburse the Board according to the Collective Agreement for the portion not funded by the Board.

ARTICLE THIRTEEN - LEVY

13.1 There shall be a special levy of the Teacher Bargaining Unit 28, OSSTF members, the amount determined by the budget presented for ratification at the May Annual Meeting of the membership.

13.2 The levy shall be collected from each Teacher Bargaining Unit OSSTF member on each pay date on which they are paid, as a percentage of their salary.

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 non-voting member of the Executive for one year following their term as President;
1.1.1.1 in the event that there is no immediate past president as defined above, the Council may appoint a member as an executive officer to fill the position;
1.1.2 the Teacher Bargaining Unit President shall be elected by a vote of the membership at large in accordance with the Bylaws;
1.1.3 the Teacher Bargaining Unit 1st and 2nd Vice Presidents shall be elected by a vote of the membership at large in accordance with the Bylaws; and
1.1.4 the Secretary-Treasurer shall be elected by a vote of the membership at large in accordance with the Bylaws;

1.2 Executive positions shall be for two year terms, except for Past- President, which shall be for a one year term.
1.2.1 The terms of office of the Executive shall commence on July 1.

BYLAW TWO - COUNCIL

2.1 The members of the 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, who shall be elected for the next year at the last meeting of the year of the Collective Bargaining Committee, with the appointments to be approved by the Executive; and
2.1.2 the Branch Presidents, who shall be elected by the OSSTF members in their Branches.

BYLAW THREE - OFFICERS OF THE BARGAINING UNIT

3.1 There shall be a position of Chief Negotiator whose term of office shall be three years.
3.1.1 Notwithstanding 3.1, the length of term of the Chief Negotiator shall be extended, as needed, until the end of the negotiation process.

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 Teacher 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 Teacher 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 six members: the CBC Chair, two appointed by the Collective Bargaining Committee, and the other members shall be determined by the Council; and
3.2.1.4 the Council shall ratify or reject the committee's choice.

3.3 There shall be a TBU Health and Safety Officer
3.3.1 The Chair of the District Health & Safety Committee shall be the Health and Safety Officer
3.3.2 Notwithstanding 3.3.1, if the Chair of the District Health & Safety Committee is not a member of the TBU, the TBU President shall be the Health and Safety Officer.

3.3.3 The duties of the Health and Safety Officer shall be as assigned by the TBU Executive.

3.4 There shall be a TBU Educational Services Officer
3.4.1 The Chair of the District Educational Services Committee shall be the Educational Services Officer
3.4.2 Notwithstanding 3.4.1, if the Chair of the District Educational Services Committee is not a member of the TBU, the TBU President shall be the Educational Services Officer.
3.4.3 The duties of the Educational Services Officer shall be as assigned by the TBU Executive

3.5 There shall be a TBU Communications and Political Action Officer
3.5.1 The Chair of the District Communications and Political Action Committee shall be the Communications and Political Action Officer
3.5.2 Notwithstanding 3.5.1, if the Chair of the District Communications and Political Action Committee is not a member of the TBU, the TBU President shall be the Communications and Political Action Officer.
3.5.3 The duties of the Communications and Political Action Officer shall be as assigned by the TBU Executive.

3.6 There shall be a TBU Constitution Officer
3.6.1 The TBU Secretary-Treasurer shall be the Constitution Officer
3.6.2 The duties of the Constitution Officer shall be as outlined in the duties of the TBU Secretary-Treasurer

BYLAW FOUR - DUTIES OF EXECUTIVE OFFICERS

4.1 Duties of the 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 their term of office; and
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 their term of office.

4.2 Duties of the Teacher 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 call separate meetings of all committees for the purpose of electing their chairs;
4.2.4 to represent the Council, or designate such representation, on all committees, and maintain contact with all Teacher Bargaining Unit work;
4.2.5 to act as liaison agent between other bodies and the Teacher Bargaining Unit Executive and Council;
4.2.6 to receive grievances arising from the Collective Agreement, to serve as Grievance Officer, and to act as Chair of the Grievance Committee;
4.2.7 to assess the validity of the grievance under the terms of the Collective Agreement and to make appropriate recommendations to the Grievance Committee;
4.2.8 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 teachers of the Teacher Bargaining Unit;

4.2.9 to represent the membership in collective bargaining matters and attend negotiating meetings with the Board, in negotiations initiated during their term of office;
4.2.10 to sign, together with the CBC Chair and Chief Negotiator, the collective agreement on behalf of the members;
4.2.11 to be a member of the Staffing Allocation Committee;
4.2.12 to attend TBU Council meetings;
4.2.13 to represent the Teacher Bargaining Unit as a member of District Council Executive;
4.2.14 to serve as the Teacher Bargaining Unit's Provincial Councillor;
4.2.15 to support other Bargaining Units in the District, if requested by the Bargaining Unit President, and dependent on the TBU President's availability; and
4.2.16 to be a member of the Teacher Bargaining Unit's AMPA delegation.

4.3 Duties of the Teacher Bargaining Unit 1st 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 redundancy;
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 Table Team for their Bargaining Unit;
4.3.6 to serve on the Redundancy Review Committee;
4.3.7 to perform such other duties as designated by the Council;
4.3.8 to serve on the Staffing Allocations Committee; and
4.3.9 to attend TBU Council meetings.

4.4 Duties of the Teacher Bargaining Unit 2nd Vice-President:
4.4.1 to perform the duties of the President if requested by the President or the Council;
4.4.2 to chair all TBU Council meetings;
4.4.3 to be a member of the Grievance Appeals Committee;
4.4.4 to perform such other duties as designated by the Council;
4.4.5 to attend TBU Council meetings; and
4.4.6 to act as the Anti-Harassment Officer as per the guidelines in the Policies.

4.5 Duties of the Secretary-Treasurer:
4.5.1 to record and/or verify all minutes of Executive, Council, Annual and General Meetings;
4.5.2 to keep all TBU financial records;
4.5.3 to make payments for legitimate Teacher Bargaining Unit purposes;
4.5.4 to work in close co-operation with the Teacher Bargaining Unit President and other Officers;
4.5.5 to act upon the recommendations of the duly appointed auditors;
4.5.6 to be a member of and act as Chair of the Finance Committee;
4.5.7 to serve as the Educational Finance Representative to the Provincial OSSTF;
4.5.8 to serve as a member of the Grievance Appeals Committee;
4.5.9 to receive and distribute TBU constitutional revisions and amendments and TBU nominations for the AGM;
4.5.10 to serve as a member of the TBU Constitution Review Committee;
4.5.11 to maintain the TBU constitution;
4.5.12 to attend TBU Council meetings; and
4.5.13 to chair a Special Committee to review the TBU Constitution each year (TBU Constitution Review Committee).

BYLAW FIVE – DUTIES OF THE APPOINTED OFFICERS

5.1 Duties of the Chief Negotiator:

5.1.1 to attend all meetings of the Collective Bargaining Committee;
5.1.2 to act as chief spokesperson in the negotiations between the teachers and the Board;
5.1.3 to act within the limits and priorities prescribed by the membership;
5.1.4 to present for approval to the Collective Bargaining Committee and Council any contract offer prior to agreement in principle with the Board;
5.1.5 to assist the Collective Bargaining Committee Chair and the President in selecting the Table Team for negotiations;
5.1.6 to recommend negotiating strategies to the Table Team;
5.1.7 to cause to be prepared and to present the rationale behind the Federation's proposal;
5.1.8 to report to the Collective Bargaining Committee and Council on progress, or lack of such, made in negotiations;
5.1.9 to work in cooperation with the appropriate bodies or persons at the provincial level;
5.1.10 to attend meetings of the Council;
5.1.11 to report to the Council;
5.1.12 to be a member of the Grievance Committee;
5.1.13 to be a non-voting member of the TBU executive;
5.1.14 to be a non-voting member of the District executive;
5.1.15 to be a member of the Staffing Allocations Committee; and
5.1.16 to work in conjunction with the TBU executive and CBC Committee on issues pertaining to contract maintenance.

5.2 The TBU Council may appoint officers and duties shall be assigned.

BYLAW SIX - DUTIES OF THE FEDERATION

6.1 to elect during election years a President, First Vice-President, 2nd Vice-President, and Secretary-Treasurer;

6.2 to receive and pass upon reports and communications from OSSTF and OTF;

6.3 to receive and pass upon reports of Teacher Bargaining Unit Officers, Auditors, and Committees;

6.4 to determine the action to be taken in regard to the reports received and to instruct the Council and Committee thereon;

6.5 to consider matters of general interest to education as they affect OSSTF or the Teacher Bargaining Unit; and

6.6 to adopt bylaws necessary to the transaction of Teacher Bargaining Unit business and not in contravention to any article or section of this Constitution or Bylaws, and to file a copy of such bylaws with the Administrative Consultant.

BYLAW SEVEN - DUTIES OF THE EXECUTIVE

7.1 to meet at the call of the President to consider OSSTF and Federation matters;

7.2 to meet regularly with the Council;

7.3 to present to the Council for ratification, any actions taken by the Executive;

7.4 to act on behalf of TBU Council when TBU Council is not scheduled to meet; and

7.5 to appoint an alternate to represent the TBU for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend.

7.5.1 Alternates shall be appointed first from the TBU Executive, then from TBU Council and finally from the members-at-large of the TBU.

BYLAW EIGHT - DUTIES OF THE COUNCIL

8.1 to promote, within the Teacher Bargaining Unit, the aims and objectives of the OSSTF;

8.2 to attend all Teacher Bargaining Unit meetings and meet at other times at the call of the President or at the written request of two members of the Council;

8.3 to report to the Federation at the Annual Meeting;

8.4 to carry out the instructions of the Federation;

8.5 to deal with all matters brought before it from the Branches, which require action, before the next regular Federation meeting;

8.6 to keep the Federation informed of its activities;

8.7 to appoint substitutes for Teacher Bargaining Unit representatives who are unable to act;

8.8 to authorize and disburse payments incurred in the conduct of business of the Federation;

8.8.1 Authorization of payments for amounts of less than $300 shall be approved by a simple majority of those present and voting.

8.8.2 Authorization of payments for amounts of $300 or more shall be approved by:

8.8.2.1 a simple majority of those present and voting, where notice of motion has been given at least 48 hours prior to the start of the TBU Council Meeting.

8.8.2.2 a 3/4 majority of those present and voting, notice not having been given as per 8.8.2.1.

8.9 to inform the Provincial Executive of any matters adversely affecting the welfare of the Federation or of one or more of its members;

8.10 to appoint a resolutions committee to expedite the disposition of resolutions submitted to the Annual Teacher Bargaining Unit Meeting;

8.11 to appoint, at its discretion, members to any Board Committee when requested by the Board;

8.12 to advise and direct the committees of the Teacher Bargaining Unit to ensure that the wishes and needs of the membership are respected;

8.13 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;

8.14 to meet jointly with the Collective Bargaining Committee prior to the presentation of any contract offer to the membership;

8.15 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;

8.16 to act upon the recommendation of the Collective Bargaining 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;

8.17 to receive for ratification, amendment, or rejection, any actions taken by the Executive;

8.18 to act upon any recommendations of the Grievance Committee regarding policy or group grievances;

8.19 to receive appeals by members of the Teacher Bargaining Unit regarding any decisions by the Grievance Committee against proceeding with a requested grievance and to forward them to the Grievance Appeals Committee; and

8.20 to appoint additional TBU delegates and District alternates for AMPA.

***BYLAW NINE* – EXTERNAL POLICY**

9.1 Establishment and Rescission of External Policy by the TBU Council:

9.1.1 Interim External Policy, amendment or rescission of Interim External Policy, and interim amendment or interim rescission of existing External Policy, may be made at any meeting of the TBU Council:

9.1.1.1 by a two-thirds (2/3) affirmative vote of the members qualified to vote, present and voting, provided that a proper Notice of External Policy Motion was given to the TBU Council on or before the date of the previous meeting of the TBU Council; or

9.1.1.2 by a nine-tenths (9/10) affirmative vote of the members qualified to vote, present and voting, previous notice as in Bylaw 9.1.1.1 not having been given.

9.2 Establishment and Rescission of External Policy by the Annual General Meeting:

9.2.1 External Policy, and the amendment or rescission of External Policy, may be made at the Annual General Meeting of the TBU:

9.2.1.1 by a simple majority 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) school 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; or

9.2.1.2 by a three-quarters (3/4) affirmative vote of the members qualified to vote, present and voting, previous notice as in 9.2.1.1 not having been given.

9.2.2 Any interim External Policy or interim amendment of External Policy or interim rescission of External Policy made by the TBU Council since the previous TBU Annual General

Meeting may be amended and then shall be ratified or rescinded by a simple majority vote of the members of the TBU qualified to vote, present and voting, Bylaw 9.2.1 notwithstanding.

9.3 A proper notice of External Policy motion for the establishment and rescission of External Policy, or for the interim establishment and rescission of External Policy, is one which begins with the words, "It is the policy of OSSTF, Teacher Bargaining Unit 28, Renfrew, that".

9.3.1 Notwithstanding a motion's adherence to Bylaw 9.3, it is the duty of the Constitution Review Committee to make a final ruling as to whether or not a motion is an External Policy motion.

9.4 No Branch, nor the Teacher Bargaining Unit, has the right to advocate the contravention of established OSSTF External Policy.

BYLAW TEN - MEETINGS

10.1 There shall be an Annual Federation Meeting on or before May 31 to:

10.1.1 discuss the business of the Teacher Bargaining Unit and vote on constitutional amendments;

10.1.2 receive reports; and

10.1.3 to hear election speeches.

10.1.4 The quorum for the TBU Annual General Meeting and other TBU General Meetings shall be those members present and voting.

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

10.2.1 A General Meeting may also be called at the written request of 25 members to the TBU President. The meeting shall be held within fifteen (15) school days of receipt of the request by the TBU President.

10.3 Notice of the Annual and General Meetings must be in the hands of the Branch Presidents ten (10) school days prior to the Annual and General Meetings and posted in every school.

10.4 There shall be at least four regularly scheduled TBU Council Meetings during the school year, with the first meeting to be held in September.

10.4.1 There shall be TBU Council meetings at such other times as may be determined at the call of the President or at the written request of two members of the Council

10.4.2 The quorum for TBU Council meetings shall be a simple majority of its members.

10.5 There shall be TBU Executive meetings at the call of the President or at the written request of two members of the Executive

10.5.1 The quorum for TBU Executive meetings shall be a simple majority of its members.

10.6 All meetings must allow for simultaneous aural communication as per the most recent edition *of Robert's Rules of Order*.

10.7 Executive Session:

10.7.1 A body shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.
10.7.2 The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this House move into Executive Session, with the Chairperson in the Chair, and OSSTF members and minimal staff present."
10.7.3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.
10.7.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the body's public record unless the body specifically directs otherwise.
10.7.5 Within Executive Session the standard rules of order shall be followed unless the body specifically directs otherwise.
10.7.6 A resolution to rise from Executive Session shall be moved at the end of the Session.
10.7.7 The resolutions directing the body to move into and rise from Executive Session are the only public record of the Executive Session.
10.7.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session."

BYLAW ELEVEN - HONORARIA

11.1 The allowances of the TBU President, TBU 1st Vice-President and Chief Negotiator be adjusted as follows:

11.1.1	TBU President	10.0 % of CAT IV maximum
11.1.2	TBU 1st Vice–President	1.0 % of CAT IV maximum
11.1.3	Chief Negotiator	10.0 % of CAT IV maximum

11.2 Honoraria for elected positions shall only be given to elected members.

BYLAW TWELVE - STANDING COMMITTEES

12.1 Membership of Standing Committees:
12.1.1 Standing committees shall have one representative from each of the TBU branches, including the Occasional Teachers' Branch.
12.1.1.1 Notwithstanding Bylaw 12.1.1, the Collective Bargaining Committee shall have two representatives from each of the TBU branches.
12.1.2 Standing committees shall elect a Chair, subject to ratification by Council.
12.1.2.1 The Collective Bargaining Committee shall also elect a Vice-Chair who shall be responsible for pensions and benefits.

12.2 Terms of Reference - The terms of reference for Teacher Bargaining Unit Standing Committees shall be established by the Teacher Bargaining Unit Council and shall be amendable, as the Council deems advisable.

12.3 Collective Bargaining Committee
12.3.1 Duties of the Collective Bargaining Committee:

12.3.1.1 to assist in the formation and distribution of the survey to determine the needs and concerns of the teachers so that this information may be incorporated into the proposed collective agreement;
12.3.1.2 to assist in the preparation of a brief for negotiations;
12.3.1.3 to inform the teachers, at the appropriate times, of the progress or lack of such, made in negotiations;
12.3.1.4 to advise the Table Team on strategies to be used in negotiations;
12.3.1.5 to appoint three members to the Search Committee for Chief Negotiator;
12.3.1.6 to meet jointly with the Council prior to the presentation of any contract offer to the membership; and
12.3.1.7 to communicate to teachers their existing rights to benefits and any changes in benefits.

12.3.2 Duties of the Collective Bargaining Committee Chair:

12.3.2.1 to keep the Council informed on all matters relating to collective bargaining in the Teacher Bargaining Unit;
12.3.2.2 to develop, with the CBC and Council, goals to be pursued in negotiations;
12.3.2.3 to report to the Collective Bargaining Committee from the Council matters of mutual concern;
12.3.2.4 to initiate, in consultation with the Collective Bargaining Committee and the Council, a survey to ascertain the wishes and concerns of the members for new contract proposals;
12.3.2.5 to inform the President of the results of the survey;
12.3.2.6 to make detailed results of the survey available to the Collective Bargaining Committee and Council;
12.3.2.7 to participate in the selection process of the Chief Negotiator;
12.3.2.8 to assist the Chief Negotiator and President in selecting the Table Team for negotiations;
12.3.2.9 to advise the Council to inform the Board of the Teacher Bargaining Unit's intentions to renegotiate the collective agreement;
12.3.2.10 to oversee the formation of a brief with respect to proposals for a new collective agreement;
12.3.2.11 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 Teacher Bargaining Unit;
12.3.2.12 to attend the monthly meetings of the Council;
12.3.2.13 to be a member of the Table Team;
12.3.2.14 to sign, together with the President and Chief Negotiator, the collective agreement on behalf of the members;
12.3.2.15 to be a member of the Finance Committee;
12.3.2.16 to call meetings of the Collective Bargaining Committee;
12.3.2.17 to prepare a yearly written report on the Committee's activities for presentation at the Teacher Bargaining Unit Annual Meeting in May;
12.3.2.18 to act as an advisor to the Executive as requested; and
12.3.2.19 to serve on the Grievance Appeals Committee.

12.3.3 Duties of the Collective Bargaining Committee Vice-Chair/Benefits Officer

12.3.3.1 to report to the Council on all matters relating to benefits in the Teacher Bargaining Unit;
12.3.3.2 to work in cooperation with the appropriate bodies or persons at the Provincial level; and
12.3.3.3 to act as an advisor to the Collective Bargaining Committee on matters concerned with Benefits and to attend all Collective Bargaining meetings.

BYLAW THIRTEEN – SPECIAL COMMITTEES

13.1 Constitution Review Committee:

13.1.1 The Constitution Review Committee shall be composed of the TBU Secretary-Treasurer and two – four other members, selected first from TBU Council, then from the membership at large if needed

13.1.2 The TBU Secretary-Treasurer shall be the Chair of the Constitution Review Committee

13.1.3 Duties of the Constitution Review Committee:

13.1.3.1 to meet annually to review the Constitution and make recommendations to TBU Council;

13.1.3.2 to meet to review all motions presented to the AGM for approval to ensure that they are in order; and

13.1.3.3 to perform such other duties as designated by TBU Council.

13.2 Finance Committee:

13.2.1 The Finance Committee shall be composed of the TBU President, TBU Treasurer, and the Chair of the Collective Bargaining Committee.

13.2.2 The TBU Treasurer shall be the Chair of the Finance Committee.

13.2.3 Duties of the Finance Committee:

13.2.3.1 to make recommendations to the District Finance Committee on the budget as it relates to TBU business and committees; and

13.2.3.2 to perform such other duties as designated by TBU Council.

13.2.4 Duties of the Finance Committee Chair:

13.2.4.1 to expedite the role of the Finance Committee;

13.2.4.2 to call meetings of the Finance Committee;

13.2.4.3 to chair the Finance Committee meetings; and

13.2.4.4 to solicit budget requests from the CBC committee.

13.3 Grievance Committee:

13.3.1 The Grievance Committee shall be composed of the following 3 members or their designates: TBU President, TBU 1st Vice-President, and the Chief Negotiator.

13.3.1.1 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.

13.3.1.2 A quorum for the Committee shall be two.

13.3.2 The TBU President, or designate, shall be the Chair of the Grievance Committee, and shall also be designated the TBU Grievance Officer.

13.3.2.1 The TBU Grievance Officer shall advise the Bargaining unit on matters relating to maintenance of the collective agreement

13.3.3 Duties of the Grievance Committee:

13.3.3.1 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.

13.3.3.2 to perform such other duties as designated by TBU Council.

13.3.4 Procedures of the Grievance Committee:

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

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

13.3.4.3 All alleged grievances directed to the Bargaining Unit President shall be referred to the Grievance Officer immediately.
13.3.4.4 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.
13.3.4.5 The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
13.3.4.6 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.
13.3.4.7 The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.
13.3.4.8 All decisions by the Committee shall be by simple majority.

13.4 Grievance Appeals Committee:
13.4.1 The Grievance Appeals Committee shall be composed of TBU Secretary-Treasurer, TBU 2nd Vice-President, and the Chair of the Collective Bargaining Committee.
13.4.1.1 A quorum for the Grievance Appeals Committee shall be two members.
13.4.2 The members of the Grievance Appeals Committee shall select one of their members to be the Chair.
13.4.3 Duties of the Grievance Appeals Committee:
13.4.3.1to hear appeals arising from the decisions of the Grievance Committee; and
13.4.3.2 to perform such other duties as designated by TBU Council.
13.4.4 Procedures of the Grievance Appeals Committee:
13.4.4.1 All grievances are confidential to the members of the Grievance Committee, Grievance Appeals Committee, the Bargaining Unit Executive and to the griever.
13.4.4.2 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.
13.4.4.3 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.
13.4.4.4 The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
13.4.4.5 The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance.
13.4.4.6 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.
13.4.4.7 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 to the Bargaining Unit Grievance Officer as soon as possible.

13.5 Table Team:
13.5.1 The Table Team shall be composed of TBU President, TBU 1st Vice-President, the Chair of the Collective Bargaining Committee, the Chief Negotiator, and such other resource persons as the Council may from time to time determine.
13.5.2 The Chief Negotiator shall be the Chair of the Table Team.
13.5.3 Duties of the Table Team:
13.5.3.1 to negotiate and bargain with the Renfrew County District School Board, as guided by the brief, as approved by TBU Council; and

13.5.3.2 to perform such other duties as designated by TBU Council.
13.5.4 The term of the Table Team shall be from contract initiation to conclusion.

13.6 School Staffing Committee:
13.6.1 The School Staffing Committee shall be composed of the school Principal, one Vice-Principal, the Branch President, and one member of the Collective Bargaining Committee.
13.6.2 The Branch President shall be the Spokesperson for the TBU Branch.
13.6.3 Duties of the School Staffing Committee:
13.6.3.1 to review the Common Comprehensive Staffing Form (CCSF) provided by the Principal;
13.6.3.2 to examine the Principal's choice of staff for the following school year;
13.6.3.3 to recommend to the Redundancy Review Committee approval or modifications of the CCSF; and
13.6.3.4 to perform such other duties as designated by TBU Council.

13.7 Staffing Allocations Committee (Class Maximums) (Joint Board/TBU Special Committee)
13.7.1 The Staffing Allocations Committee shall be composed of TBU President, TBU 1st Vice-President, and the Chief Negotiator.
13.7.2 The President shall be the Spokesperson for the TBU.
13.7.3 Duties of the Staffing Allocations Committee:
13.7.3.1 to meet prior to October 1, prior to February 28, and at other times at the request of either party;
13.7.3.2 to examine and attempt to resolve any conflicts arising from the application of Article L20.00 (Class Maximums, teaching assignments, APAs); and
13.7.3.3 to perform such other duties as designated by TBU Council.

13.8 Redundancy Review Committee (Joint Board/TBU Special Committee):
13.8.1 The Redundancy Review Committee shall be composed of the TBU President and the TBU First Vice-President, or their designates.
13.8.2 The President shall be the Spokesperson for the TBU.
13.8.3 Duties of the Redundancy Review Committee:
13.8.3.1 to review staffing; and
13.8.3.2 to perform such other duties as designated by TBU Council.

13.9 Special Terms of Reference for Joint Board/TBU Special Committees:
13.9.1 The terms of reference for the Joint Board/TBU Special 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.
13.9.2 The Teacher Bargaining Unit appointees to joint Board/TBU Committees shall represent all members of the Teacher Bargaining Unit and shall report regularly to the Council.

BYLAW FOURTEEN – STIKE VOTE AND RATIFICATION PROCEDURES

14.1 A strike vote shall take place after a General Meeting, held for the purposes of providing information and allowing for discussion on the strike vote, has occurred. The strike vote procedure shall follow bylaw 14.3.

14.2 A ratification vote of the collective agreement or an amendment to the collective agreement shall take place after a General Meeting has occurred, which shall be held no less than two (2) school days following the distribution of the proposed agreement, for the purpose of presenting a recommendation, a rationale for the recommendation, and discussion. The ratification vote procedure shall follow bylaw 14.3.

14.3 Strike Vote and/or Ratification Procedure

14.3.1 A vote shall be taken in the Branches under the supervision of the Branch President (or designate), by secret ballot

14.3.2 Ballots are to be prepared by the TBU President and distributed to each Branch President (or designate).

14.3.3 Each school will have a sealed or locked ballot box provided by the TBU President.

14.3.4 Each school shall have a membership list and each member shall sign beside their name to acknowledge receipt of the ballot

14.3.5 Polls shall be open at a location in the workplace announced in advance.

14.3.6 The poll shall be open before school, at lunch and after last class for at least 20 minutes in each case.

14.3.7 The ballots shall be tallied by the Branch Presidents (or designates) under the supervision of the TBU President or designate.

14.3.8 The result of the vote shall be announced to members as soon as possible (and where possible) following the vote, with the percentage given on a countywide basis only. Further, no member shall divulge the percentage or number from individual polls.

BYLAW FIFTEEN – JOINT NEGOTIATIONS

15.1 OSSTF's present policy does not permit joint negotiations with elementary school teachers, but Collective Bargaining Committee Chair or designate may communicate with discretion with elementary affiliate officials on any part of the Collective Agreements.

BYLAW SIXTEEN – REPLACEMENT OF COUNCIL/COMMITTEE MEMBERS

16.1 Executive and Council members may be replaced in the following circumstances:

16.1.1 When any voting member of the Council misses two consecutive meetings without replacement or report;

16.1.2 Any member of the Council or of its committees 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; or

16.1.3 In the case of the resignation of a voting member of Council.

16.2 The Council may appoint an interim replacement until such time as a new member can be elected, which shall happen in a timely manner.

16.3 The procedure for the replacement of the executive or council member shall be:

16.3.1 In the case of the voting member being a Branch President, the Council shall accept any replacement voted upon by the Branch.

16.3.2 In the case of the voting member being a Committee Chair, the Council shall accept any replacement voted upon by the Committee

16.3.3 In the case of the voting member being an Executive member, the remainder of the term shall be filled in the following manner:
16.3.3.1 If the remainder of the term is six or more months, a by-election shall be held in accordance with the Bylaws.
16.3.3.2 If the remainder of the term is less than six months, the remaining Executive shall nominate candidate(s) to be elected by TBU Council

16.4 Should any member of the TBU Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, the TBU Council shall appoint an acting replacement for the duration of the leave, subject to the term of office.

BYLAW SEVENTEEN – MINUTES

17.1 The Teacher Bargaining Unit Secretary-Treasurer shall record in the Minutes of Executive and Council Meetings:
17.1.1 a list of members present, members absent and members absent with regrets;
17.1.2 a record of motions passed and defeated;
17.1.3 reports given; and
17.1.4 such other matters as the Council may from time to time determine.

BYLAW EIGHTEEN – PUBLIC RELATIONS

18.1 The President or thier designate shall be authorized to respond to, and correct, general misinterpretations and outright errors as they appear in the local media.

BYLAW NINETEEN – NOMINATIONS AND ELECTIONS

19.1 Branches must receive nomination forms from the District President for executive positions fifteen (15) school days prior to the April District Council meeting in years when elections occur.

19.2 Nominations for executive positions must be in writing and include the names and signatures of the nominator and seconder. Any member in good standing may make a nomination to the Council meeting.

19.3 Nominations are due at the April District Council meeting. Nominations shall be closed by motion at that Council meeting.
19.3.1 Notwithstanding 19.3, 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.

19.4 District Executive shall appoint two returning officers, who shall not be running for office.
19.4.1 Campaigning will start after the April District Council meeting.
19.4.1.1 Candidates will provide to the CPAC Chair electronic copies of a picture and a candidate profile of up to 250 words no later than fifteen (15) school days prior to the AGM.

19.4.1.2 CPAC will produce a newsletter that will include candidate pictures, profiles and on-time motions and distribute the newsletter to the branches no later than ten (10) school days prior to the AGM.
19.4.1.3 CPAC will upload the contents of the newsletter named in 19.4.1.2 to the District website no later than ten (10) school days prior to the AGM.
19.4.1.4 Aside from those listed in Bylaw 19.4, no other campaign paraphernalia, gifts or literature is permitted.
19.4.1.5 No candidates, including incumbents, may visit schools for the purpose of campaigning

19.5 At the AGM, each candidate will be allotted three (3) minutes to make a campaign speech to the membership.
19.5.1 The order of speeches will be determined randomly by position in the following order: TBU President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer.
19.5.2 The candidates' speeches, with the permission of each candidate, shall be uploaded to the District website within 12 hours of the end of the AGM

19.6 Ballots will be prepared by the Secretary-Treasurer, and will indicate, in the case of two candidates, that members are to mark their choice; and in the case of more than two candidates, that members are to rank their choices (preferential voting). Ballots will be sent electronically to each branch president one (1) school day prior to the election day.
19.6.1 Each Branch President will prepare a master list of all OSSTF District 28 TBU members working in their Branch.
19.6.2 Each Branch President will prepare paper ballots for each OSSTF District 28 TBU member working in their Branch.
19.6.3 In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 19.6.

19.7 Election day shall be two (2) school days following the AGM.
19.7.1 Each Branch President shall have the polls open at least fifteen (15) minutes before school, for the duration of lunch and for twenty (20) minutes at the end of the last period.
19.7.2 Members must sign the master list to receive their ballot.
19.7.3 Voting shall be done by secret ballot.
19.7.4 In the case where there are two candidates for a position, members will mark their choice.
19.7.5 In the case where there are more than two candidates for a position, members will rank their choices (1 = 1st choice, 2 = 2nd choice, 3 = 3rd choice, etc.)
19.7.6 Members shall place their ballots in the provided locked box.
19.7.7 The returning officers shall collect the locked ballot boxes from each Branch on election day after the polls close.
19.7.8 In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 19.7.

19.8 On the first school day following election day, there shall be an Elections meeting, called by the returning officers.
19.8.1 The returning officers shall attend the meeting with the locked ballot boxes.
19.8.2 Each candidate shall select a scrutineer to attend this meeting.
19.8.3 The ballots shall be counted.
19.8.3.1 In the case where there are two candidates for a position, the candidate receiving the most votes shall be declared elected.
19.8.3.2 In the case where there are more than two candidates for a position,

19.8.3.2.1 The candidate receiving at least a simple majority of the 1st choice votes shall be declared elected.

19.8.3.2.2 If no candidate receives a majority of the 1st choice votes, the candidate receiving the fewest votes shall be eliminated (if there is a tie for fewest votes, both candidates shall be eliminated) and the ballots cast for this candidate shall be redistributed according to the 2nd choices of those voters. The candidate who now receives at least a simple majority shall be declared elected. In the event of a tie in the winning position, the election shall be resolved in favour of the candidate who received the most 1st choice votes.

19.8.3.2.3 If, after redistributing votes, there is still no candidate receiving at least a simple majority, the process of eliminating the candidate receiving the fewest votes and redistributing the ballots cast for them is repeated until one candidate has received at least a simple majority and shall be declared elected. In the event of a tie in the winning position, the election shall be resolved in favour of the candidate who received the most 1st choice votes.

19.8.4 The returning officers shall email results to Branch Presidents, including overall vote count

19.8.5 The Branch Presidents shall post the results, including overall vote count, at their respective worksites.

19.9 Defeated candidates may not drop down to run for a lower position.

19.10 Any contravention of Bylaw 19 may result in referral to Judicial Council.

BYLAW TWENTY – BY-ELECTIONS

20.1 Branches must receive nomination forms from the District President for executive positions fifteen (15) school days prior to the due date for nominations.

20.2 Nominations for executive positions must be in writing and include the names and signatures of the nominator and seconder. Any member in good standing may make a nomination.

20.3 Nominations are due on the due date for nominations. Nominations shall be closed at that time.

20.3.1 Notwithstanding 20.3, 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 District Council meeting where candidate speeches will take place.

20.4 District Executive shall appoint two returning officers, who shall not be running for office.

20.4.1 Campaigning will start after the due date for nominations.

20.4.1.1 Candidates will provide to the CPAC Chair electronic copies of a picture and a candidate profile of up to 250 words no later than fifteen (15) school days prior to the District Council meeting where candidate speeches will take place.

20.4.1.2 CPAC will produce a newsletter that will include candidate pictures, profiles and on-time motions and distribute the newsletter to the branches no later than ten (10) school days prior to the District Council meeting where candidate speeches will take place.

20.4.1.3 CPAC will upload the contents of the newsletter named in 20.4.1.2 to the District website no later than ten (10) school days prior to the District Council meeting where candidate speeches will take place.

20.4.1.4 Aside from those listed in Bylaw 20.4, no other campaign paraphernalia, gifts or literature is permitted.
20.4.1.5 No candidates, including incumbents, may visit schools for the purpose of campaigning.

20.5 At the District Council meeting where candidate speeches will take place, members will be encouraged to attend in order to hear the speeches. Each candidate will be allotted three (3) minutes to make a campaign speech to the membership.
20.5.1 The order of speeches will be determined randomly by position in the following order: President, 1st Vice-President, 2nd Vice-President, Secretary-Treasurer.

20.6 Ballots will be prepared by the Secretary-Treasurer, and will indicate, in the case of two candidates, that members are to mark their choice; and in the case of more than two candidates, that members are to rank their choices (preferential voting). Ballots will be sent electronically to each branch president one (1) school day prior to the by-election day.
20.6.1 Each Branch President will prepare a master list of all OSSTF District 28 members (TBU, Occasionals and Office Manager) working in their Branch.
20.6.2 Each Branch President will prepare paper ballots for each OSSTF District 28 member working in their Branch.
20.6.3 In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 20.6.

20.7 By-Election day shall be two (2) school days following the District Council meeting where candidate speeches took place.
20.7.1 Each Branch President shall have the polls open at least fifteen (15) minutes before school, for the duration of lunch and for twenty (20) minutes at the end of the last period.
20.7.2 Members must sign the master list to receive their ballot.
20.7.3 Voting shall be done by secret ballot.
20.7.4 Voting, when there is more than one candidate, shall be by preferential voting as described in the Nominations & Elections Bylaw.
20.7.5 Members shall place their ballots in the provided locked box.
20.7.6 The returning officers shall collect the locked ballot boxes from each Branch on election day after the polls close.
20.7.7 In the case that the Branch President is running for office, an alternate will fulfill the duties of Bylaw 20.7.

20.8 On the first school day following by-election day, there shall be an Elections meeting, called by the returning officers.
20.8.1 The returning officers shall attend the meeting with the locked ballot boxes.
20.8.2 Each candidate shall select a scrutineer to attend this meeting.
20.8.3 The ballots shall be counted.
20.8.4 The returning officers shall email results to Branch Presidents, including overall vote count.
20.8.5 The Branch Presidents shall post the results, including overall vote count, at their respective worksites.

20.9 Defeated candidates may not drop down to run for a lower position.

20.10 Any contravention of Bylaw 20 may result in referral to Judicial Council.

BYLAW TWENTY-ONE – TBU AMPA DELEGATION

21.1 The TBU President shall be a member of the TBU's AMPA delegation.
21.1.1 Notwithstanding 21.1, should the TBU President be unable to attend AMPA, they shall be replaced according to the guidelines in 21.2

21.2 Additional TBU delegates and District alternates shall be TBU members, appointed by the TBU Council, first from the TBU Executive, then from a participating member of TBU Council or a District or TBU committee and finally from the members-at-large of the TBU, using the following timelines:
21.2.1 No later than November 1, the TBU President shall send an email to the members of TBU Executive, TBU Council, and all District and TBU committees, asking TBU members to nominate themselves for AMPA delegates and alternates;
21.2.1.1 Self-nominations from the TBU Executive, TBU Council, and District and TBU committees shall be due at November TBU Council;
21.2.2 If there are not enough members nominating themselves for the number of AMPA delegates and alternates assigned to District 28 and the District 28 TBU, the TBU President shall send an email to the members-at-large of the TBU of District 28, asking TBU members to nominate themselves for AMPA delegates and alternates;
21.2.2.1 Self-nominations from the members-at-large shall be due at January TBU Council;
21.2.3 The TBU delegates and alternates shall be voted upon, if needed, and appointed at the January TBU Council meeting.

BYLAW TWENTY-TWO – AMENDMENTS TO THE BYLAWS, INTERNAL POLICIES, AND PROCEDURES

22.1 Amendments to the Bylaws, Internal Policies, and Procedures may be made:
22.1.1 at the Annual General Meeting by a simple majority 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) school 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; or
22.1.2 at the Annual General Meeting by a three-quarters (3/4) affirmative vote of the members qualified to vote, present and voting, previous notice as in 22.1.1 not having been given.

BYLAW TWENTY-THREE – AUTHORITIES AND RULES OF ORDER

23.1 The parliamentary authorities for the TBU of OSSTF District 28, in order of priority and precedence, are:
23.1.1 The Rules of Order in this Constitution
23.1.2 The Rules of Order in the OSSTF Provincial Constitution
23.1.3 Robert's Rules of Order Newly Revised, Scott, Foresman & Co. (most recent edition)

POLICIES & PROCEDURES

External Policies

1. Physical Conditions in the School

It is the Policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that the results of any investigations of the physical conditions in any school should be made available to the members who work in that school.

2. Redundancy

It is the Policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that Members should cooperate as an indication of our sincere concern in the matter of redundancy by:

2.1 submitting a formal resignation within the shortest possible time of knowing that they will be not teaching with the Board the next year;

2.2 simultaneously informing Branch Presidents of such resignations with the object of providing the Redundancy Review Committee with regular assessment of the overall vacancy/redundancy situation on a County basis to aid them in the liaison with the Board and the Executive.

3. Tutorials

It is the Policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that Teacher Bargaining Unit members who may be asked by the Board to offer tutorials for students taking correspondence courses through the Ministry of Education should accept only under the following condition: the night course-tutorial constitutes a portion of the teacher's timetable (the teacher would receive full salary according to the grid).

4. Job Duties

It is the Policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that Teacher 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.

5. One School System

It is the policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that there should be one publicly-funded school system in each official language, English and French.

6. UOVHSAA League Scheduling

It is the policy of OSSTF, Teacher Bargaining Unit 28, Renfrew that when a UOVHSAA league play does not allow for head to head play for all teams in the league, in scheduling the priority should be that the public schools should compete against each other first prior to scheduling against the other schools or where a home and home occurs, it should be against a public school.

Internal Policies

1. **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 a teachers' representative unless he or she is duly appointed by the Executive, Council, or Branch concerned with ratification by Council.

2. Public Elections

Branch Presidents in co-operation with the District Political Action Officer endeavour to mobilize the Branches to:

2.1 place ads where the Branch desires it for municipal and school board elections;

2.2 organize public meetings where the Branch approves for the municipal or school board elections;

2.3 organize a get-out-the-vote program for the elections where the Branch desires it.

3. Teacher Supervision

Teacher supervision at school dances and other extra-curricular activities is of a voluntary nature and full support will be given to any teacher against whom disciplinary actions are invoked on this account.

4. Teacher Qualifications

4.1 Any restrictions of teaching qualifications, which extend the existing Ministry Regulations, shall be opposed.

4.2 Any person whom the Board placed in charge of a secondary student's education, or part thereof, should be a qualified teacher under Ministry Regulations, should be a member of OSSTF, and should therefore be covered by all sections of the Collective Agreement.

5. Anti-Harassment

It shall be the policy of the TBU of District 28 that members should feel free to attend all meetings of the District without the fear of being harassed.

Procedures

1. **Grievances**

Before any official grievance is undertaken:

1.1 the member speaks with the Branch President or Bargaining Unit President concerning a complaint who will then inform a member of the Grievance Committee;

1.2 if the grievance involves the Principal, the member or their agent and the Branch President discuss any such complaint with the Principal to resolve the complaint. If the complaint is not resolved, procedures as outlined in the Collective Agreement for grievance may be undertaken.

2. Anti-Harassment Procedure

2.1 A member who believes that they have been the target of harassment, should, as a first step, inform the perpetrator that they find 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.

2.2 If the behaviour recurs or persists, or if the member does not feel safe approaching the perpetrator directly, they should speak with the designated anti-harassment officer or an executive member of the District. The designated anti-harassment officer will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally.

2.3 The investigation shall be handled confidentially; however, all complaints will be reported by the anti-harassment officer to the District President.

2.4 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 District President for action and it shall be the joint responsibility of the District President and the Secretariat assigned to District 28 to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.

2.5 Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. If the 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 of the District.

2.6 Decisions may be reviewed by Judicial Council on the request of a member.

2.7 The District President shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.

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

3. Anti-Harassment Appeals Procedure

Members of the TBU affected by a decision resulting from a complaint under the TBU's Anti-Harassment Policy & Procedure may appeal this decision using the following procedure:

3.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the TBU President for an Appeal Hearing.

3.2 Within two days of receiving the request, the TBU President shall appoint three members of the TBU Executive to act as the Anti-Harassment Appeals Committee (herein called the Committee) and to consider the appeal.

3.3 Within three days, the Committee shall meet to consider the appeal.

3.4 The Committee shall review the complaint, the investigation process and findings, and the decision.

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

3.6 The decision of the Committee shall be consistent with the TBU Anti-Harassment Policy & Procedures.

3.7 The Committee shall report the decision on the Appeal to the TBU President within five (5) days after meeting at which the Appeal is considered.

3.8 Within two days of receiving the decision of the Committee, the TBU President shall communicate the decision to the Appellant in writing.

3.9 The decision of the Committee shall be considered final and not subject to any appeal.