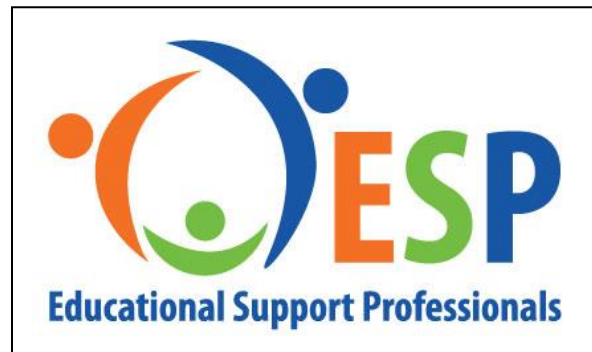


# Constitution and By-Laws of



**EDUCATIONAL SUPPORT PROFESSIONALS BARGAINING UNIT**

**OF**



**Ontario Secondary School Teachers Federation  
District 25  
Ottawa Carleton**

**Amended May 16, 2023**

## ***OSSTF Pledge***

“I solemnly dedicate myself to promote and advance the cause of education.

I will strive to achieve and maintain the highest degree of professional competence and will always uphold the honour, dignity and ethical standards of my profession.

I pledge my loyalty and support to the Ontario Secondary School Teachers’ Federation and will comply with the Constitution, Bylaws, policies and established practices which govern its membership.”

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## **ARTICLES**

### **In this Constitution and By-laws**

#### **Article 1.0 Definitions**

- 1.1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 1.2 "ESP" shall mean the Educational Support Professionals Bargaining Unit of District #25, OSSTF. References to "Unit" shall also mean the Educational Support Professionals Bargaining Unit of District #25, OSSTF.
- 1.3 "Branch" shall mean such branch organization(s) as may be organized to represent the members within the Bargaining Unit and as described in the By-laws.
- 1.4 "OSSTF District #25" shall mean the Ontario Secondary School Teachers' Federation District #25, Ottawa-Carleton.
- 1.5 "Executive" shall mean the elected individuals who govern the Bargaining Unit.
- 1.6 "Member" shall mean an active member (in good standing) of OSSTF, Educational Support Professionals Bargaining Unit.
- 1.7 "Active Member (in good standing)" shall mean a person who has an authorized membership card.
- 1.8 "Constitution" shall mean a system of fundamental principles according to which OSSTF District #25 Educational Support Professionals Bargaining Unit are governed. The constitution of the Educational Support Professionals shall not contravene that of Provincial OSSTF or OSSTF District #25.
- 1.9 "By-Laws" shall lay out the basic structure, purpose, management guidelines and standing rules governing the membership of OSSTF or the Educational Support Professionals Bargaining Unit. The By-Laws of the Educational Support Professionals Bargaining Unit shall not contravene that of Provincial OSSTF or OSSTF District #25.
- 1.10 "Policy" shall mean a stand or position taken by Provincial OSSTF, or OSSTF District #25, or the Educational Support Professionals Bargaining Unit.
- 1.11 "Workplace" shall mean any place where an active member of the Bargaining Unit is employed.
- 1.12 "Zone Representative" shall mean a member of the OSSTF ESP Bargaining Unit who has been selected by other members within their school district Trustee Zone and who has been confirmed by the Bargaining Unit Executive. It is the duty of the "Zone Representative" to disseminate information from the Bargaining Unit Executive to members working within the zone.

#### **Article 2.0 Organization**

The name of this organization shall be the Ontario Secondary School Teachers' Federation, District #25 - Educational Support Professionals Bargaining Unit (ESP).

#### **Article 3.0 Objectives**

- 3.1 To uphold and maintain the objectives of the Ontario Secondary School Teachers' Federation and those of the Ontario Secondary School Teachers' Federation District #25 as described in their respective constitutions.
- 3.2 To establish reasonable By-Laws governing its members which shall not contravene those established by the Ontario Secondary School Teachers' Federation and those of the Ontario Secondary School Teachers' Federation District #25.
- 3.3 To protect its members, both individually and collectively in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members.
- 3.4 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the employer.

- 3.5 To offer the opportunity for all individuals in the Bargaining Unit to participate in all aspects of Educational Support Professionals and work collectively for the betterment of all members.

#### **Article 4.0 Professional Conduct**

Members of the OSSTF ESP Bargaining Unit shall conduct themselves with due regard in accordance with the OSSTF Pledge.

#### **Article 5.0 Membership**

Membership in the Bargaining Unit shall consist of educational support staff employed by the Ottawa-Carleton District School Board (OCDSB) and educational support staff of Ottawa Student Transportation Authority (OSTA), except those otherwise represented by another certified bargaining agent or those personnel excluded through the bargaining process. OCDSB and OSTA are subsequently referred to as the employer.

#### **Article 6.0 Dues and Levies**

The amount of the annual dues shall be prescribed in the By-Laws of Provincial OSSTF and the annual levy shall be prescribed in the By-Laws of the OSSTF District #25 Educational Support Professionals Bargaining Unit (ESP).

#### **Article 7.0 Bargaining Unit Organization**

- 7.1 The government of the Bargaining Unit shall be vested in the Bargaining Unit Executive.
- 7.2 The Bargaining Unit Executive shall consist of:
- 7.2.1 President;
  - 7.2.2 Vice-President;
  - 7.2.3 Secretary;
  - 7.2.4 Treasurer;
  - 7.2.5 Protective Services Officer;
  - 7.2.6 Education Services Officer;
  - 7.2.7 Health and Safety Officer;
  - 7.2.8 Three (3) Bargaining Unit Executive Officers;
  - 7.2.9 Equity, Anti-Racism & Anti-Oppression Officer.
- 7.3 The position of Bargaining Unit President shall be filled on a 12-month, full-time basis.
- 7.4 The position of the Chief Negotiator/Member Services Officer shall be filled on a 12-month, full-time basis, subject to By-law 4.2 of the Educational Support Professionals Bargaining Unit (ESP).
- 7.5 Zone Representative shall mean a member of the OSSTF ESP Bargaining Unit who has been selected by other members within their school district Trustee Zone and who has been confirmed by the Bargaining Unit Executive. It is the duty of the Zone Representative to disseminate information from the Bargaining Unit Executive to members working within the zone.

#### **Article 8.0 Bargaining Unit Standing and Ad-Hoc Committees**

There shall be Bargaining Unit Standing Committees as designated by the By-Laws and Ad Hoc Committees as the Bargaining Unit Executive may deem necessary.

#### **Article 9.0 By-Laws**

The Bargaining Unit may pass By-Laws not inconsistent with the Constitution or existing By-Laws concerning the proper conduct and management of its business.

## **Article 10.0 Amendments**

- 10.1 Amendments to this Constitution may be made at the Annual General Meeting of the Bargaining Unit.
- 10.2 Where notice has been given in accordance with By-law 5.3.2, amendments to the Constitution may be made at the Annual General Meeting by a two-thirds (2/3) vote, present and voting.
- 10.3 Where notice has not been given in accordance with By-law 5.3.2, amendments to the Constitution may be made at the Annual General Meeting by a nine-tenths (9/10) vote, present and voting.

## **BY-LAWS**

### **By-Law 1.0 Federation Year**

The Federation Fiscal and membership year shall be from July 1 to June 30 of the following year.

### **By-Law 2.0 Duties of Members**

- 2.1 It shall be the duty of members to comply with the Constitution and By-Laws of Provincial OSSTF, OSSTF District #25 and OSSTF District #25 - Educational Support Professionals (ESP) Bargaining Unit.
- 2.2 Unless forbidden by law, it shall be the duty of every member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act.

### **By-Law 3.0 Dues and Levies**

- 3.1 The annual dues for every member shall be as provided in the Constitution and By-Laws of Provincial OSSTF and OSSTF District #25.
- 3.2 The method of payment of dues shall be as prescribed in the Collective Agreement made between the Bargaining Unit and the employer.
- 3.3 The Bargaining Unit shall be empowered to collect from each of its members an additional levy for the support and operation of the Bargaining Unit as approved at the Annual General Meeting.
- 3.4 The ESP levy will be set at 1% of a member's gross earnings per pay period to a maximum of \$5.00 per pay period.

### **By-Law 4.0 Remuneration**

- 4.1 The Educational Support Professionals Bargaining Unit President shall be paid on 12-month, full time release at a minimum of Level 8 Step 7 of the ESP Collective Agreement salary grid. Should the incumbent currently be at Level 8, 9 or 10 of the salary grid, an additional 5% will be added to the current salary.
- 4.2 The Educational Support Professionals Bargaining Unit Protective Services Officer shall be paid on 12-month, full time release at a minimum of Level 7 Step 7 of the ESP Collective Agreement salary grid. Should the incumbent currently be at Level 7, 8, 9 or 10 of the salary grid, an additional 5% will be added to the current salary. If in the judgement of the Budget Committee sufficient funding is not available, the Budget Committee shall present a budget to the members at the Annual General Meeting recommending a reduced percentage of release time for the following federation year.
- 4.3 The employer shall be reimbursed for the salary and benefits paid to the President.
- 4.4 The employer shall be reimbursed for the salary and benefits paid to the Protective Services Officer.

- 4.5 If the Budget Committee has recommended a reduced percentage of release time for the Protective Services Officer for the following federation year, the employer shall be reimbursed according to the same percentage.

## **By-Law 5.0 Annual General Meetings**

### **5.1 Timing and Notice of Meetings**

- 5.1.1 An Annual General Meeting shall be held during the month of May of each calendar year at such place and time as decided by the Bargaining Unit Executive.
- 5.1.2 The Bargaining Unit Executive shall ensure that advance notice of the Annual General Meeting is posted at least forty-five (45) calendar days prior to the Annual General Meeting. Such notice shall include an invitation to members to submit any notices of motion or items of business to the Secretary to be included in the agenda for the Annual General Meeting.
- 5.1.3 Official notice of the pending Annual General Meeting shall be posted at least fourteen (14) calendar days prior to the meeting. Such notice shall contain an agenda of all matters to be brought before the members and shall contain particulars of any Notices of Motion received by the Secretary.

### **5.2 Submissions for Meetings**

The Bargaining Unit Executive shall:

- 5.2.1 Submit an annual report;
- 5.2.2 Submit an audited financial statement annually;
- 5.2.3 Submit a Treasurer's Report;
- 5.2.4 Submit for membership approval all Constitution/By-Law amendments;
- 5.2.5 Submit for election, candidates for all Bargaining Unit Executive elected positions;
- 5.2.6 Submit for membership approval a proposed budget;
- 5.2.7 Submit Standing Committee Reports;
- 5.2.8 Submit such other business as may be required.

### **5.3 Amendments to Constitution/By-Laws**

- 5.3.1 Amendments to the Constitution may be made at the Annual General Meeting of the Bargaining Unit as outlined in Article 10. Amendments to the By-laws may be made at the Annual General Meeting of the Bargaining Unit by a one-half (1/2) plus one (1) majority vote of those qualified to vote, present and voting.
- 5.3.2 A member desiring to propose an amendment to the Constitution/By-Laws shall present a Notice of Motion in writing to the Secretary of the Bargaining Unit or designate setting forth the proposed change. Such notice must be received by the Secretary or designate no later than thirty-five (35) calendar days in advance of the Annual General Meeting.
- 5.3.3 The Notice of Motion shall be included in the notice of the Annual General Meeting as part of the agenda.
- 5.3.4 The Notice of Motion and proposed change shall be read to the membership at the Annual General Meeting. The motion may be considered only after it has been seconded by one other member, failing which it shall be neither discussed, nor voted upon.
- 5.3.5 Where notice has not been given in accordance with section 5.3.2, amendments to these By-Laws may be made at the Annual General Meeting by a three-quarters vote of the members qualified to vote, present and voting.
- ### **5.4 Elections**
- 5.4.1 Elections for Bargaining Unit Executive shall be by secret ballot at the Annual General Meeting in the month of May, held either in-person or through remote means.
- 5.4.2 The term of office of the Bargaining Unit Executive shall be from July 1st to June 30th.
- 5.4.2.1 Elections for the positions of President, Vice President, Treasurer and Secretary shall take place in even numbered years for a two (2) year term commencing the first day of July.
- 5.4.2.2 Elections for the positions of Chief Negotiator, Education Services Officer and Health and Safety Officer shall take place in odd numbered years for a two (2) year term commencing the first day of July.

- 5.4.2.3 The term of office for the Two (2) Bargaining Unit Executive Officers shall be a one (1) year term of office commencing the first day of July.
- 5.4.2.3.1 Beginning July 1, 2022, the term of office for one Associate Bargaining Unit Executive Officer shall be a two (2) year term of office commencing the first day of July.”
- 5.4.2.4 In even numbered years elections of Bargaining Unit Executive officers shall take place in the following order: President, Vice-President, Secretary, Treasurer, **Associate Bargaining Unit Executive Officer** and Bargaining Unit Executive Officers. In odd numbered years elections of Bargaining Unit Executive officers shall take place in the following order: Protective Services Officer, Education Services Officer, Health and Safety Officer and Bargaining Unit Executive Officers.
- 5.4.3 Only active members (in good standing) of the bargaining unit may stand for election.
- 5.4.4 Candidates who indicate their intention to run for office must be nominated and supported by two members’ signatures.
- 5.4.5 Nominees for the positions of President, Vice-President, Protective Services Officer, Treasurer, Secretary, Education Services Officer and Health and Safety Officer must submit their names to the Chairperson/Returning Officer of the Nominations Committee ten (10) calendar days in advance of the Annual General Meeting in order to have their names printed on the paper or electronic ballot.
- 5.4.6 The names of prospective candidates and the positions sought shall be circulated by the Nomination Committee to the membership at least five (5) calendar days prior to the Annual General Meeting.
- 5.4.7 Any member of the Bargaining Unit may be nominated for the position of Bargaining Unit Executive Officer “from the floor” supported by two other members.
- 5.4.8 The Chairperson/Returning Officer for the Nominations Committee shall conduct the election and may appoint all necessary scrutineers and assistants to ensure an orderly election.
- 5.4.9 In the event that more than two candidates run for any given office, the candidate receiving the fewest number of votes shall be dropped from the ballot whenever a majority of votes cast is not accorded any candidate. This shall continue on each succeeding ballot for the position until a candidate receives the necessary majority. In the event of a tie vote, a second secret ballot shall be taken immediately without recess or adjournment.
- 5.4.10 Each candidate for the positions of President, Vice-President, Protective Services Officer, Secretary, Treasurer, Education Services Officer and Health and Safety Officer shall be provided with five (5) minutes to address the membership.
- 5.4.11 The presiding officer shall allow a question and answer session after the speeches and before the elections. This question and answer session is not to exceed the time allocated for speeches as outlined in Section 5.4.10 above.
- 5.5 **Quorum**  
A quorum for all Bargaining Unit meetings, including the Annual General Meeting, shall consist of those members qualified to vote, present and voting with the exemption of ESP Executive meetings as outlined in By-Law 7.2.
- 5.6 **Voting**
- 5.6.1 Any member of the Bargaining Unit may attend, speak and vote at the Annual General Meeting.
- 5.6.2 Each member shall be entitled to one vote at the Annual General Meeting, with the exception of the Chair who shall vote only in case of a tie.
- 5.6.3 In accordance with OSSTF Policies and Procedures, in no case shall there be a vote by proxy.
- 5.6.4 Votes shall be cast by a show of hands in person, or through remote services available, except where stated in the Constitution and By-laws or where a secret ballot is requested by any member present.
- 5.6.5 Any decision requiring a vote shall be decided by simple majority of those qualified to vote, present and voting, except as outlined in Article 10 and By-law 5.3.5.



## **By-Law 6.0 Special Membership Meetings**

### **6.1 Right to Call**

- 6.1.1 Special Membership Meetings may be called at any time by the Bargaining Unit Executive, detailing the purpose of the meeting and with as much advance notice of the meeting as possible.
- 6.1.2 If a Special Membership Meeting is requested by 5% of the members, notice of such meetings shall be given to the Bargaining Unit Executive, in writing, detailing the purpose of meeting, and the meeting shall normally be held within fifteen (15) calendar days of the giving of such notice.

### **6.2 Business of the Meeting**

Only that business for which a Special Membership Meeting is convened shall be transacted.

### **6.3 Ratification of Collective Agreement**

- 6.3.1 When a new collective agreement is negotiated with OCDSB and is ready for ratification, all changes made in the contract shall be provided, in writing, to the members three (3) calendar days before a Special Membership Meeting is held for ratification.
- 6.3.2 When a new collective agreement is negotiated with OSTA and is ready for ratification, all changes made in the contract shall be provided, in writing, to the members three (3) calendar days before a Special Membership Meeting is held for ratification.

### **6.4 Ratification of Collective Agreement or Strike Action**

- 6.4.1 Matters pertaining to local collective agreement ratification or strike action shall be conducted by secret ballot at an in-person meeting or remote meeting.
- 6.4.2 Eligibility: all full or part-time, regular, casual or term Educational Support Professional members in good standing are eligible to vote for their respective collective agreements, including those on leave (including LTD). Any enquiries shall be clarified with a member of the Bargaining Unit Executive.
- 6.4.3 Ratification of a tentative Memorandum of Agreement/Collective Agreement shall be by a fifty percent (50%) plus one (+1) vote of those members qualified to vote, present and voting, at the Special Membership Meeting called for that purpose.
- 6.4.4 Matters pertaining to strike action shall be by a fifty percent (50%) plus one (+1) vote of those members qualified to vote, present and voting, at the Special Membership Meeting called for that purpose.
- 6.4.5 Members in good standing are invited to submit their names if they are interested in becoming scrutineers to scrutinize the voting process.
- 6.4.6 Where no candidates present themselves for the role of scrutineers, it shall be the duty of the Bargaining Unit Executive to appoint scrutineers to oversee the voting process.

## **By-Law 7.0 Bargaining Unit Executive**

### **7.1 Executive Meetings**

- 7.1.1 The Bargaining Unit Executive shall meet at the call of the President.
- 7.1.2 Any three (3) members of the Bargaining Unit Executive may request that a meeting be called.
- 7.1.3 The Bargaining Unit Executive shall meet at least eight (8) times per year.
- 7.1.4 The President shall preside at all meetings or may delegate this responsibility. When temporarily absent the duties of the President will be performed by the Vice- President.
- 7.1.5 The Agenda package for the meetings of the Bargaining Unit Executive shall be determined by the President in consultation with the Bargaining Unit Executive. Every effort shall be made to distribute the package five (5) working days prior to any regular Executive meetings.
- 7.1.6 Every member of the Bargaining Unit Executive shall be given an OSSTF e-mail account in order to communicate with each other between Executive Meetings.

### **7.2 Quorum**

A quorum shall be fifty percent (50%) plus one (1) member of the Bargaining Unit Executive.

7.3 **Voting in Executive Meetings**

7.3.1 Votes shall be cast by a show of hands, or through remote services available, unless a secret ballot is requested by any Bargaining Unit Executive member present.

7.3.2 A majority of the votes cast by the eligible voters present shall decide that a motion has been carried. A majority vote will be determined on the basis of total votes cast, excluding blanks, spoiled votes, and abstentions.

7.3.3 The chairperson only votes to break a tie or to create a tie.

7.3.4 Any member of the Bargaining Unit Executive may request a recorded vote.

7.3.5 Motions may be made between executive meetings by electronic means. A majority of votes will be determined by a vote of 50% plus 1 of eligible Executive members.

7.4 **Vacancies**

7.4.1 If a vacancy occurs in any Bargaining Unit Executive position, the Bargaining Unit Executive may appoint a member to fill the vacancy until the end of the term of office.

7.5 **Lack of Candidates for Bargaining Unit Executive Offices**

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.

7.6 **Conflict of interest**

No member shall hold concurrently two positions on the Bargaining Unit Executive, except as provided in Section 7.5.

7.7 **Disqualification or Resignation From Office**

The position of a member of the Bargaining Unit Executive shall be vacated:

7.7.1 If the member misses three (3) consecutive Executive meetings, without just cause, and in each case fails to notify the President;

7.7.2 If the member pledges the credit of or authorizes any charge against the Bargaining Unit without approval of the Bargaining Unit Executive;

7.7.3 If the individual is absent from elected duties for more than six (6) weeks without just cause;

7.7.3.1 If the individual is unable to complete the term of office. The incumbent must submit a written notice of resignation a minimum of two (2) weeks prior to the date that the resignation takes effect.

7.8 **Expense Reimbursement of Members of the Bargaining Unit Executive**

7.8.1 In addition to By-Law 4.0, Remuneration, Members of the Bargaining Unit Executive may be paid or reimbursed for reasonable expenses incurred during the performance of duties on behalf of the Bargaining Unit.

7.8.2 Extraordinary expenses in excess of two hundred dollars (\$200) shall require prior approval of the Bargaining Unit Executive provided funds are available in the current approved budget.

7.8.3 Two signatures shall be required on all cheque requisitions.

7.8.4 No member shall approve their own expenditures.

7.8.5 Any two (2) of the following four (4) Bargaining Unit Executive Officers shall be signatories to all vouchers drawn on the accounts of the Bargaining Unit: the President, Vice-President, Protective Services Officer or Treasurer.

**By-Law 8.0 Duties of the Bargaining Unit Executive**

8.1 **Function**

The Bargaining Unit Executive shall:

8.1.1 Call all Annual and Special Membership meetings;

8.1.2 Administer the business of the Bargaining Unit between Annual General Meetings, in accordance with the Constitution/By-Laws;

8.1.3 Communicate regularly to Bargaining Unit members regarding the management of Bargaining Unit business;

8.1.4 Appoint chairperson(s) of such committees as are necessary for the administration of the Bargaining Unit;

- 8.1.5 Oversee the operation of the Collective Bargaining Committee;
- 8.1.6 Exercise financial control over the affairs of the Bargaining Unit;
- 8.1.7 In conjunction with the Treasurer, prepare a projected budget for the Annual General Meeting;
- 8.1.8 Communicate with the OSSTF District #25 Office and the other Bargaining Unit Presidents regarding management of Bargaining Unit business;
- 8.1.9 Establish a delegation to attend the Annual Meeting of the Provincial Assembly (AMPA) at the appropriate Executive meeting in order to meet AMPA deadlines;
- 8.1.10 Oversee the working conditions of the Bargaining Unit Time Release Officers;
- 8.1.11 Name an alternate to substitute, when necessary, for the Bargaining Unit President at meetings of the District Executive Council of OSSTF District #25;
- 8.1.12 Name an alternate to substitute, when necessary, for the Bargaining Unit President at meetings of Provincial Council;
- 8.1.13 Establish anti-harassment, anti-bullying and anti-sexual harassment policies and procedures that are to be followed by all ESP members in the workplace and for OSSTF sponsored functions;
- 8.1.14 Perform such duties as are necessary to protect and advance the interest of the Bargaining Unit;
- 8.1.15 Be responsible for ensuring that all administrative procedures and communications are carried out as per the ESP Operating Procedures;
- 8.1.16 Appoint a minimum of three (3) members to the Grievance Appeals Committee;
- 8.1.17 Approve ESP Operating Procedures;
- 8.1.18 Executive members shall submit a written report 5 days before Executive meetings where possible.

**8.2 President (1)**

The President shall:

- 8.2.1 Function as the Chief Executive Officer and preside over all Membership and Executive meetings, unless otherwise determined by the Bargaining Unit Executive;
- 8.2.2 Submit a President's Report each year to the Annual General Meeting;
- 8.2.3 Be an ex-officio member of all committees;
- 8.2.4 Be the official contact with the Employer;
- 8.2.5 Call meetings of the Bargaining Unit Executive and membership;
- 8.2.6 Call a meeting of the Bargaining Unit Executive in accordance with By-law 7.1.2;
- 8.2.7 In accordance with Bylaw 7.8.5 be a signatory to all official documents covering the Bargaining Unit and a signatory to vouchers, except expense reimbursements for the President, drawn on the accounts of the Bargaining Unit;
- 8.2.8 Represent the Bargaining Unit at the meetings of the District Executive Council of OSSTF District #25, and report back to the Bargaining Unit Executive;
- 8.2.9 Liaise with the President of OSSTF District #25;
- 8.2.10 Oversee the informal and formal stages of grievances;
- 8.2.11 Represent the Bargaining Unit at all meetings of Provincial Council, and report back to the Bargaining Unit Executive;
- 8.2.12 Ensure member service, including but not limited to:
  - 8.2.12.1 Assist members to resolve conflicts with the employer or other members;
  - 8.2.12.2 Represent members at meetings with the employer or other agencies;
  - 8.2.12.3 Assist members to access services and programs;

**8.3 Vice-President (1)**

The Vice-President shall:

- 8.3.1 Aid the President in discharging the President's responsibilities and during the President's temporary absence, discharge all the duties of the President;
- 8.3.2 Liaise regularly with the President to ensure that the President is kept current on all aspects of bargaining unit governance;
- 8.3.3 In accordance with Bylaw 7.8.5 be a signatory to vouchers, except expense reimbursements for the Vice-President, drawn on the accounts of the Bargaining Unit;

- 8.3.4 Be the Political Action Representative for the Bargaining Unit and attend all District and Provincial meetings and functions. A written report of activities shall be presented at Executive meetings. A designate may be appointed if required.
- 8.3.5 Perform other related duties as assigned by the President or Bargaining Unit Executive.
- 8.4 **Secretary (1)**  
The Secretary shall:
  - 8.4.1 Be responsible for the proper documentation and filing of the records of the Bargaining Unit;
  - 8.4.2 Make every effort to provide meeting reports five (5) working days prior to any regular Executive meetings to the President for distribution;
  - 8.4.3 Record and maintain the minutes of Executive, Annual and Special Membership Meetings;
  - 8.4.4 Perform any other “communications-related duties” as required;
  - 8.4.5 Maintain ESP unit Google account and Member Guide;
  - 8.4.6 Perform other related duties as assigned by the President or Bargaining Unit Executive.
- 8.5 **Treasurer (1)**  
The Treasurer shall:
  - 8.5.1 Be accountable to the Bargaining Unit membership;
  - 8.5.2 Be responsible for and have custody of all books, assets, funds and other property relating to the financial affairs of the Bargaining Unit;
  - 8.5.3 Receive and discharge all debts of the Bargaining Unit in conjunction with the Treasurer of District #25;
  - 8.5.4 Keep accurate accounts and provide to the Bargaining Unit Executive at each Executive meeting, financial reports which include expenses to date for each budget line and the financial position of the Bargaining Unit including all Bargaining Unit assets;
  - 8.5.5 In accordance with Bylaw 7.8.5 be a signatory to vouchers, except expense reimbursements for the Treasurer, drawn on the accounts of the Bargaining Unit;
  - 8.5.6 Report to the Annual General Meeting regarding the status of Bargaining Unit finances and present the proposed budget on behalf of the Bargaining Unit Executive for approval by the membership;
  - 8.5.7 Present to the Annual General Meeting an audited year-end financial statement of the actual Bargaining Unit expenditures for the previous federation year;
  - 8.5.8 Report to and liaise with the District #25 Treasurer on Bargaining Unit funds;
  - 8.5.9 Represent the Bargaining Unit on the District #25 Finance Committee and attend all District Finance Committee meetings;
  - 8.5.10 Submit the approved Bargaining Unit budget to the District 25 Treasurer;
  - 8.5.11 Be the administrator of the Bargaining Unit funds and disburse those funds in accordance with the budget as approved by members at the Annual General Meeting;
  - 8.5.12 Be the Chairperson of the Budget Committee;
  - 8.5.13 Make every effort to provide meeting reports five (5) working days prior to any regular Executive meetings to the President for distribution;
  - 8.5.14 Perform other related duties as assigned by the President or Bargaining Unit Executive.
- 8.6 **Protective Services Officer (1)**  
The Protective Services Officer shall:
  - 8.6.1 Be the Chairperson of the Collective Bargaining Committee and assume responsibility for calling committee meetings;
  - 8.6.2 Attend meetings of the Collective Bargaining Committee;
    - 8.6.2.1 Attend meetings of other District #25 Collective Bargaining Committees;
    - 8.6.2.2 Attend meetings of OSSTF sponsored regional Collective Bargaining Committee;
  - 8.6.3 Be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting it for approval to the Bargaining Unit Executive;

- 8.6.4 Represent the Bargaining Unit position at the negotiating table with the employer unless otherwise directed by the Bargaining Unit Executive;
- 8.6.5 Present the terms of settlement of a tentative Collective Agreement to the membership for ratification in accordance with the Special Membership Meetings By-Law 6;
- 8.6.6 Act as a Unit Grievance Officer and be a member of the ESP Bargaining Unit Grievance Committee;
- 8.6.7 Ensure member service, including but not limited to:
  - 8.6.7.1 Assist members to resolve conflicts with the employer or other members;
  - 8.6.7.2 Represent members at meetings with the employer or other agencies;
  - 8.6.7.3 Assist members to access services and programs;
- 8.6.8 In accordance with Bylaw 7.8.5 be a signatory to vouchers, except expense reimbursements for the Protective Services Officer, drawn on the accounts of the Bargaining Unit;
- 8.6.9 Make a written report of activities to the Bargaining Unit Executive at every Executive meeting;
- 8.6.10 Submit a Protective Services Officer's Report each year at the Annual General Meeting;
- 8.6.11 Perform other related duties as assigned by the President or Bargaining Unit Executive.
  
- 8.7 **Education Services Officer (1) (two-year term)**  
The Education Services Officer shall:
  - 8.7.1 Report to the Annual General Meeting regarding the status of professional development expenditures of the Bargaining Unit;
  - 8.7.2 Present to the Annual General Meeting a report regarding the annual professional development day;
  - 8.7.3 Liaise with the Education Services Officers of District 25 regarding professional development matters if required;
  - 8.7.4 Represent the Bargaining Unit at Provincial OSSTF Professional Development committee/activities, if required;
  - 8.7.5 Submit a preliminary budget, in the fall each year, for the annual ESP professional development day to the Bargaining Unit Executive for approval;
  - 8.7.6 Serve as the Chair and Bargaining Unit Executive Liaison of the ESP Professional Development Day Planning Committee;
  - 8.7.7 Perform other related duties as assigned by the President or Bargaining Unit Executive.
  
- 8.8 **Health and Safety Officer (1) (two-year term)**  
The Health and Safety Officer shall:
  - 8.8.1 Undertake appropriate training;
  - 8.8.2 Represent the Bargaining Unit at all meetings of the Joint Occupational Health and Safety Committee (JOHSC);
  - 8.8.3 Represent the Bargaining Unit at all meetings of the District Health and Safety Committee;
  - 8.8.4 Report to the Bargaining Unit Executive regarding the work of the Joint Occupational Health and Safety Committee and District Health and Safety Committee;
  - 8.8.5 Make recommendations to the Bargaining Unit Executive on matters of health and safety;
  - 8.8.6 Report to the Annual General Meeting on matters of health and safety;
  - 8.8.7 Chair the ESP Health and Safety committee;
  - 8.8.8 Perform other related duties as assigned by the President or Bargaining Unit Executive.
  
- 8.9 **Associate Bargaining Unit Executive Officer (1)**  
The Associate Bargaining Unit Executive Officer shall:
  - 8.9.1 Act as ESP executive liaison between Bargaining Unit Executive Officers and Zone Representatives;
  - 8.9.2 Be responsible for supplying Bargaining Unit Officers with bargaining unit informational resources, navigation of general union business;

- 8.9.3 Maintain and develop good relations within their own area as well as the Membership at large;
- 8.9.4 Perform other related duties as assigned by the President or Bargaining Unit Executive.
- 8.10 **Bargaining Unit Executive Officers (3)**  
The Bargaining Unit Executive Officers shall:
  - 8.10.1 Co-ordinate the zone representatives from their respective areas and provide liaison between the members and the Bargaining Unit Executive;
  - 8.10.2 In consultation with the Bargaining Unit Executive, be responsible for communicating vital information to their zone representative(s);
  - 8.10.3 Maintain and develop good relations within their own area as well as the Membership at large;
  - 8.10.4 Be responsible for fielding questions from the members and providing information where applicable;
  - 8.10.5 Perform other related duties as assigned by the President or Bargaining Unit Executive;
  - 8.10.6 When deemed ready by the President, chair committee and/or executive meetings;
  - 8.10.7 Once trained, read statement and serve as anti-harassment officer at meetings, trainings, events, as assigned by the President;
  - 8.10.8 Actively serve on an ESP Committee;
  - 8.10.9 Act as designated alternate to attend District meetings, as assigned by the President.

8.11 **Time Release Officers**

Time release officers shall:

- 8.11.1 Maintain accurate leave and vacation records and report regularly to the Bargaining Unit Executive;
- 8.11.2 Make every attempt to use allotted vacation in the year in which it is earned.

8.12 **Equity, Anti-Racism & Anti-Oppression Officer**

The Equity, Anti-Racism & Anti-Oppression Officer shall:

- 8.12.1 Assist members to navigate and access OSSTF/FEESO spaces;
- 8.12.2 Assist in the preparation of local OSSTF/FEESO materials relating to equity;
- 8.12.3 Assist the Executive regarding Equity issues;
- 8.12.4 Written reports to Executive as events require;
- 8.12.5 Examine equity-based barriers to participation and leadership at the local level;
- 8.12.6 Co-ordinate and participate in training on equity and related matters;
- 8.12.7 Liaise with other Bargaining Units Equity, Anti-Racism & Anti-Oppression Officers to collaborate and share resources at the meetings both locally and provincially;
- 8.12.8 Other duties as assigned by the President.

**By-Law 9.0 Zone Representatives**

9.1 Selection of Zone Representatives

- 9.1.1 All ESP members in good standing are invited to submit their names if they are interested in becoming a Zone Representative.
- 9.1.2 In the event where more than one Bargaining Unit member expresses interest in becoming a Zone Representative, members at that particular workplace in the zone shall elect/recommend a member as the Zone Representative to the Bargaining Unit Executive for approval/confirmation.
- 9.1.3 In appointing a Zone Representative, consideration shall be given to experience and abilities of the applicant in representing the membership.

9.2 **Duties of the Zone Representatives**

- 9.2.1 It is the duty of the Zone Representative to disseminate information from the Bargaining Unit Executive to workplace members.

**By-Law 10.0 Bargaining Unit Equipment and Finances**

10.1 **Equipment**

- 10.1.1 Any equipment purchased by the Bargaining Unit is intended to be used for Bargaining Unit business. This includes, but is not limited to: desktop and laptop computers, tablets,

cell phone, digital camera, projection equipment, scanner, fax machines, etc. Expenses incurred for personal use shall be reimbursed to the Bargaining Unit on a monthly basis.

**10.2 Issuance of Credit Cards**

10.2.1 The Bargaining Unit may issue credit cards to its time release officers to cover expenditures incurred in the performance of Bargaining Unit duties.

10.2.2 Credit cards issued to time release officers are intended to be used solely to cover appropriate Bargaining Unit expenses.

**By-Law 11.0 Committees**

There shall be separate OCDSB and OSTA committees for: Collective Bargaining, Labour Management, Grievance, Grievance Appeals and Pay Equity.

**11.1 Selection of Committee Members**

11.1.1 All members in good standing are invited to submit their names if they are interested in becoming a member of any committee.

11.1.2 In appointing committee members, consideration will be given to experience and abilities of the applicants and will be representative of the membership.

11.1.3 Applications to committees must be submitted to the President for approval by the Bargaining Unit Executive.

**11.2 Duties of Committee Chairperson**

Each committee chairperson shall:

11.2.1 Be responsible for ensuring that the proceedings of meetings are documented, and that such minutes are forwarded to the Bargaining Unit Executive within one (1) week of the meeting for circulation to the Bargaining Unit Executive and committee members;

11.2.2 Prepare a budget (where applicable) for submission to the President and ensure that all expenditures made in relationship to the committee are in accordance with the budget;

11.2.3 Be responsible for presenting Policy recommendations from the committee to the Bargaining Unit Executive;

11.2.4 Report quarterly, or as required by the Bargaining Unit Executive, to the Bargaining Unit Executive and/or membership;

**11.3 Collective Bargaining Committee (CBC)**

**11.3.1 Membership**

11.3.1.1 The Collective Bargaining Committee shall consist of the following voting members; the Bargaining Unit President, the Protective Services Officer and five (5) Members-at-Large, representative of the membership.

11.3.1.2 The Protective Services Officer shall be the chairperson of the Collective Bargaining Committee (CBC).

11.3.1.3 In the event that the members of the CBC described above do not include a member from the Casual area, the Bargaining Unit Executive will appoint a Member-at-Large to represent that group.

11.3.1.4 CBC shall call a Membership Meeting to provide details on the current state of negotiations.

11.3.1.5 The CBC shall conduct a ratification and/or strike action vote by secret ballot as described in By-law 6.4.

**11.3.2 Purpose/Duties**

11.3.2.1 The Collective Bargaining Committee shall select a Negotiating Table Team of five (5) members, consisting of the President of the Bargaining Unit, the Protective Services Officer and three (3) other members of the CBC, to represent the membership in negotiations for a collective agreement with the employer.

11.3.2.2 The Collective Bargaining Committee shall solicit input from the members, prepare the negotiating brief, carry out negotiations with the employer, distribute information on negotiations to the membership in cooperation with the Secretary, determine negotiating strategy, and devote itself generally to all matters pertinent to collective bargaining on behalf of the Bargaining Unit.

11.3.2.3 The Negotiating Table Team shall present a tentative agreement to the Collective

Bargaining Committee and the Bargaining Unit Executive before a Special Membership Meeting for ratification is called.

- 11.3.2.4 The Negotiating Table Team shall continue in office until a collective agreement has been ratified.
- 11.3.2.5 The Negotiating Table Team shall review the entire draft Collective Agreement sent by the employer, prior to signing the document.
- 11.3.2.6 The Collective Bargaining Committee Negotiating Table Team will sign the ratified Collective Agreement.

#### 11.4 **Labour Management Committee**

##### 11.4.1 **Membership shall consist of:**

- 11.4.1.1 The President, who is also the chair of the Committee;
- 11.4.1.2 The Protective Services Officer;
- 11.4.1.3 Another member of the Bargaining Unit Executive.

##### 11.4.2 **Purpose/Duties**

- 11.4.2.1 To consider and attempt to resolve all problems of mutual concern, which are not a subject of a grievance, with the objective of promoting positive relationships between the Employer and the employees.

#### 11.5 **Grievance Committee**

##### 11.5.1 **Membership shall consist of**

- 11.5.1.1 The President;
- 11.5.1.2 Two (2) other designates, one (1) of which shall be the Protective Services Officer.

##### 11.5.2 **Purpose/Duties**

- 11.5.2.1 The main 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, the administration, or the alleged violation of the Collective Agreement.
- 11.5.2.2 The Grievance Committee shall meet as required to discuss grievances, as called by the President.
- 11.5.2.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, the grievor, and the grievor's agent.
- 11.5.3 **Procedures for Alleged Grievances**
- 11.5.3.1 All alleged grievances will be directed to the Bargaining Unit President.
- 11.5.3.2 The Bargaining Unit Executive may assist the member in presenting the facts of the case to the Grievance Committee.
- 11.5.3.3 The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
- 11.5.3.4 The President 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 (if required).
- 11.5.3.5 The President shall also report any minority opinion of the Committee to the Bargaining Unit Executive.
- 11.5.3.6 The President shall keep Provincial OSSTF apprised of all grievances.

#### 11.6 **Grievance Appeals Committee**

##### 11.6.1 **Membership**

- 11.6.1.1 The members of the Grievance Appeals Committee shall select one (1) of their members to Chair the meeting.
- 11.6.1.2 The Grievance Appeals Committee shall consist of three (3) elected members of the Bargaining Unit Executive who did not take part in the decision to deny the grievance, and one (1) outside observer. The outside observer shall not be a member of the Educational Support Professionals Bargaining Unit.
- 11.6.1.3 One (1) 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 their appeal.



- 11.6.2 **Procedure for the Grievance Appeals Committee**
- 11.6.2.1 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 Grievance Appeals Committee to present their case.
- 11.6.2.2 The Bargaining Unit Member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 11.6.2.3 The Bargaining Unit President will state the reason(s) for not carrying forward the grievance.
- 11.6.2.4 The Bargaining Unit Member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the President.
- 11.6.2.5 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(s) and the Bargaining Unit President.
- 11.6.2.6 The decision must be made in sufficient time to accommodate the current Collective Agreement time restrictions, thereby ensuring the member is not disadvantaged in their grievance with the employer.
- 11.7 **Pay Equity/Job Evaluation Sub-Committee**
- 11.7.1 **Membership**
- 11.7.1.1 The Pay Equity/Job Evaluation Sub-Committee shall choose a Chairperson from the committee members.
- 11.7.1.2 The Pay Equity/Job Evaluation Sub-Committee shall consist of the following voting members: four (4) voting members-at-large, representing the elementary panel, the secondary panel, central administration, and technical support staff if possible.
- 11.7.1.3 In accordance with By-Law 8.2.3, the President shall be an ex-officio member of the Sub-Committee.
- 11.7.2 **Purpose/Duties**
- 11.7.2.1 It is the duty of this committee to attempt to redress systemic gender discrimination for work performed by employees in female job classes;
- 11.7.2.2 Identify gender discrimination by undertaking comparisons between female job classes and male job classes in terms of compensation and of the value of the work performed;
- 11.7.2.3 Prepare and maintain on a regular basis the Pay Equity and Job Evaluation plans;
- 11.7.2.4 Consider requests for reclassification using the Pay Equity Plan;
- 11.7.2.5 Liaise with the Chairperson of the Collective Bargaining Committee with respect to Collective Agreement language;
- 11.7.2.6 Develop programs and strategies to educate the membership on issues of job evaluation and pay equity;
- 11.7.2.7 Select a Pay Equity and Job Evaluation Table Team, where necessary, to represent the membership when negotiating a Pay Equity Plan or evaluating reclassification requests with the employer.
- 11.8 **Nominations Committee**
- 11.8.1 **Membership**
- 11.8.1.1 The Nominations Committee shall choose a Chairperson/Returning Officer from the committee members.
- 11.8.1.2 A Nominations Committee of three (3) members shall be approved by the Bargaining Unit Executive annually in January.
- 11.8.1.3 No member of the Bargaining Unit Executive who is running for office shall sit on the Nominations Committee.
- 11.8.2 **Purpose/Duties**
- 11.8.2.1 The Nominations Committee shall be responsible for notifying the membership in writing, of the pending election and call for nominations for the various positions of the Bargaining Unit Executive. The notice shall be posted throughout the various work locations at least thirty (30) calendar days prior to the date set for the election.

- 11.8.2.2 Where a term of office has expired, the Nominations Committee shall receive nominations for each of the offices of President, Vice-President, Protective Services Officer, Secretary, Treasurer, Education Services Officer and Bargaining Unit Executive Officers
- 11.8.2.3 The Nominations Committee will prepare a list of nominees based on the general guidelines given above and circulate the list of candidates to the membership at least five (5) calendar days prior to the Annual General Meeting.
- 11.8.2.4 The Chairperson/Returning Officer of the Nominations Committee shall conduct the election and may appoint all necessary scrutineers and assistants to ensure an orderly election.
- 11.9 **Political Action Committee**  
The Political Action Committee shall:
  - 11.9.1 Select annually a Chairperson from the committee members;
  - 11.9.2 Respond to Provincial/District Political Action Committee initiatives;
  - 11.9.3 Implement special programs as approved by the Bargaining Unit Executive;
  - 11.9.4 Provide a representative(s) to sit on the District Political Action Committee.
- 11.10 **Health and Safety Committee**  
The Health and Safety Committee shall:
  - 11.10.1 Be chaired by the Health and Safety Officer;
  - 11.10.2 Make recommendations to the Bargaining Unit Executive on matters of health and safety;
  - 11.10.3 Receive and pursue health and safety concerns.
- 11.11 **Budget Committee**  
The Budget Committee shall:
  - 11.11.1 Be chaired by the Treasurer;
  - 11.11.2 Be responsible for bringing forward recommendations and/or budget options, to the Bargaining Unit Executive prior to the Annual General Meeting.
- 11.12 **Professional Development Committee**  
The Professional Development Committee shall:
  - 11.12.1 Be chaired by the Education Services Officer;
  - 11.12.2 Be responsible for educational studies, workshops and conferences directed specifically to the improvement of the professional skills of the members.
  - 11.12.3 The Professional Development Committee will present to the executive the final recommendation of the program one month in advance of the PD day the program for approval.
- 11.13 **Active Retired Member (ARM) Committee**  
The Active Retired Member Committee shall:
  - 11.13.1 Select annually a Chairperson from the committee members;
  - 11.13.2 Be responsible for communication and contact with the Retired Members;
  - 11.13.3 Develop programs and strategies related to issues of concern to Retired Members.
- 11.14 **Constitution/By-Law Committee**  
The Constitution/By-Law Committee shall:
  - 11.14.1 Select annually a chairperson from the committee members;
  - 11.14.2 Stay current with all changes to the Provincial and District OSSTF Constitution and By-Laws;
  - 11.14.3 Make recommendations to the Bargaining Unit Executive on matters of Constitution and By-Law changes in advance of the Annual General Meeting;
  - 11.14.4 Provide assistance to the Bargaining Unit Executive in the interpretation and application of the relevant OSSTF Constitution and By-Laws;
  - 11.14.5 Provide adequate notice to the membership of the deadline to submit Constitution/By-Law amendments for the Annual General Meeting.
- 11.15 **Anti-Harassment/Anti-Bullying Committee** (May 2007 AGM)  
The Anti-Harassment/Anti-Bullying Committee shall:
  - 11.15.1 Appoint an Anti-Harassment/Anti-Bullying Officer at each ESP function;
  - 11.15.2 Establish anti-harassment, anti-bullying and anti-sexual harassment policies and

procedures that are to be followed for all ESP members in the workplace and for OSSTF sponsored functions;

- 11.15.3 Develop programs and strategies to educate the membership on issues of anti-harassment and anti-bullying;
- 11.15.4 Stay current with all changes to the Provincial and District OSSTF Constitution and By-Laws, policy statements and programs with respect to anti-harassment/anti-bullying issues;
- 11.15.5 Be responsible for Anti-Harassment/Anti-Bullying Appeals Procedures, see By-Law16 Anti-Harassment/Anti-Bullying Appeals Procedure.

#### 11.16 **Staff Development Bursary Committee**

##### 11.16.1 **Membership**

- 11.16.1.1 An appointed release officer, who is also the Chairperson of the committee;
- 11.16.1.2 The second release officer, and
- 11.16.1.3 Two (2) members in good standing.

##### 11.16.2 **Purpose/Duties**

- 11.16.2.1 To encourage members to participate in professional development.
- 11.16.2.2 To provide financial support to members in an equitable manner.
- 11.16.2.3 To interpret and administer the terms of the bursary at the discretion of the committee subject to the approval of the Bargaining Unit Executive.

#### **By-Law 12.0 Representation at District Meetings**

- 12.1 The Bargaining Unit President shall represent the Bargaining Unit at District Executive Council meetings of OSSTF District 25.
- 12.2 The number of Bargaining Unit members eligible to vote at the Annual Meeting of the District Assembly (AMDA) OSSTF District 25 shall be determined according to a formula established by the District Executive Council (DEC)
- 12.3 The Bargaining Unit shall be represented at the OSSTF Annual Meeting of the District Assembly (AMDA) by those members of the ESP Bargaining Unit that were delegates to the Annual Meeting of the Provincial Assembly (AMPA), and additional members totalling the number of eligible votes for the Bargaining Unit.

#### **By-Law 13.0 Budget**

- 13.1 The Budget shall be drafted and recommended to the Bargaining Unit Executive by the Treasurer and the Budget Committee. The Bargaining Unit Executive will approve and submit proposed budget and/or options at the AGM for approval.
- 13.2 The Budget shall be drafted according to accepted accounting practices.
- 13.3 The Budget shall include estimated costs of projected activities.
- 13.4 The Bargaining Unit shall maintain a balanced budget.
- 13.5 The Bargaining Unit Executive shall have the sole responsibility for the administration of the Budget.
- 13.6 The Bargaining Unit Treasurer shall present an audited year-end financial statement of the actual expenditures for the previous Federation year to the membership at the Annual General Meeting.
- 13.7 **Bargaining Unit Fund**
  - Any year-end surplus in the general operating account of the bargaining unit may be placed into the General Reserve Fund.
  - 13.7.1. The General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget.
  - 13.7.2 Funds may be transferred at year-end from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the Bargaining Unit Executive.
  - 13.7.3 Expenditures from the General Reserve Fund shall be approved by a motion of the Bargaining Unit Executive.
  - 13.7.4 The Annual General Meeting of the Bargaining Unit shall be informed of all expenditures from the General Reserve Fund.

## **By-Law 14.0 General**

- 14.1 The Bargaining Unit Executive shall be canvassed and given first consideration to attend the Annual Meeting of the Provincial Assembly.
- 14.2 Any additional delegate/alternate vacancies for attendance at the Annual Meeting of the Provincial Assembly shall be filled through a call for nominations from the membership at large.
- 14.3 In filling delegate/alternate vacancies, consideration will be given to experience and abilities of the members and will be representative of the membership. Where all criteria are equal, representation will be determined by lot.
- 14.4 The Bargaining Unit Executive shall be required to call for nominations from the membership at large to fill any vacancies on OSSTF Provincial Office/Councils/Committees and attendance at other Provincial Meetings. Consideration will be given to experience and abilities of members and will be representative of the membership.

## **By-Law 15.0 Anti-Harassment/Anti-Bullying Policy and Procedure**

- 15.1 The ESP Bargaining Unit shall have an Anti-Harassment/Anti-Bullying Policy and Procedure consistent with the Provincial OSSTF Policy and Procedure.

## **By-Law 16.0 Anti-Harassment/Anti-Bullying Appeals Procedure**

- 16.1 Any member of OSSTF affected by a decision resulting from a complaint under the Anti-Harassment/Anti-Bullying Procedure may appeal this decision using the following procedure.
  - 16.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit Executive for an Appeal Hearing.
  - 16.1.2 Within two (2) days of receiving the request, the Bargaining Unit Executive, shall appoint three (3) members of the Bargaining Unit Appeals Committee to consider the appeal.
  - 16.1.3 Within three (3) days, the Bargaining Unit Appeals Committee shall meet to consider the appeal.
    - 16.1.3.1 The Bargaining Unit Appeals Committee shall review the complaint, the investigation process and findings, and the decision.
    - 16.1.3.2 Following the review, the Bargaining Unit Appeals Committee shall either confirm or modify the decision.
    - 16.1.3.3 The decision of the Bargaining Unit Appeals Committee shall be consistent with the Bargaining Unit Anti-Harassment/Anti-Bullying Policy and Procedure.
  - 16.1.4 The Bargaining Unit Appeals Committee shall report the decision on the Appeal to the Bargaining Unit Executive, within five (5) days after the meeting at which the Appeal is considered.
  - 16.1.5 Within two (2) days of receiving the decision of the Bargaining Unit Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
  - 16.1.6 The decision of the Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal.

## **By-Law 17.0 ESP Member Support/Emergency Fund**

- 17.1 **Purpose, Eligibility & Source of Funding**
  - 17.1.2 This fund is to provide short-term financial support to ESP members in a timely and equitable manner.
  - 17.1.3 Active ESP members in good standing who are experiencing prolonged illness, accident or extreme emergency are eligible to apply.
  - 17.1.4 Each year, up to a maximum of twenty-percent (20%) of the previous year's surplus, will be set aside and allocated to the subsequent year's budget to support this fund.
- 17.2 **Guiding Principles**
  - 17.2.1 The applicant must have already submitted application(s) to the OSSTF Provincial Benevolent Council for consideration. Some sample circumstances for consideration are, but not limited to:

- 17.2.1.2 The applicant has exhausted the five-year maximum of \$5,000 eligible grant from Provincial Benevolent Council;
- 17.2.1.3 The applicant has exhausted all sick leave with pay and is in financial crisis: e.g. danger of eviction, termination of services by public utilities, unable to fill medical prescriptions due to lack of funds while waiting for reimbursement from insurance carrier (medical prescription, invoice from hydro, heating company to be attached to application);
- 17.2.1.4 The applicant is unable to work due to health reasons while waiting LTD approval and is not eligible for Employment Insurance sick benefits due to shortage of employment hours;
- 17.2.1.5 The applicant has declared personal bankruptcy and/or has been denied a personal loan from a financial institution (statement from financial institution required);
- 17.3 Up to a yearly maximum of \$400 per federation year per member will be approved;
- 17.4 Depending on the member's circumstances, the approved funding shall be applied directly to the payment of hydro, heating, prescribed medication, medical supply or grocery bills.
- 17.5 **Application Procedures**
- 17.5.1 Members shall make application to the Member Support/Emergency Fund Committee.
- 17.5.1.2 A copy of the financial statement submitted to the OSSTF Benevolent Council must be attached to this application.
- 17.6 **Responsibility Centre and Financial Reporting**
- 17.6.1 The Member Support/Emergency Fund Committee shall be comprised of the President, Treasurer and Protective Services Officer.
- 17.6.2 The Committee shall keep all application information confidential.
- 17.6.3 The Committee shall report to ESP Bargaining Unit Executive at each subsequent scheduled meeting.