



**HANDBOOK:  
CONSTITUTION & BY-LAWS  
POLICIES AND PROCEDURES**

**PROFESSIONAL EDUCATORS  
AND CHILD CARE STAFF  
(PECCS)**

**&**

**PROFESSIONAL STUDENT SERVICES  
PERSONNEL  
(PSSP)**

**BARGAINING UNIT OF  
OSSTF DISTRICT 25 OTTAWA-CARLETON  
MAY 2023**

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## Definitions

### In this HANDBOOK:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "PECCS" shall mean the Professional Educators and Child Care Staff.
3. "PSSP" shall mean the Professional Student Services Personnel covered under the Collective Agreement with the Employer.
4. "Bargaining Unit" shall be the Bargaining Unit of the **Professional Educators and Child Care Staff & Professional Student Services Personnel** which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
5. "By-Laws" shall mean standing rules governing the membership of OSSTF 25, PECCS/PSSP Bargaining Unit, made under the Constitution on matters, which are entirely within the control of OSSTF.
6. "Constitution" shall mean a system of fundamental principles according to which the PECCS/PSSP of District 25 Bargaining Unit is governed, and the basic organization of the Bargaining Unit.
7. "OSSTF District 25" shall mean the Ontario Secondary School Teachers' Federation District 25, Ottawa-Carleton.
8. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
9. "Executive" shall mean the individuals who govern the Bargaining Unit.
10. "Member" shall mean an active member (in good standing) of the **PECCS/PSSP** Bargaining Unit who is a member of OSSTF.
11. "**Area Representative**" shall mean a member of the PEECS/PSSP Bargaining Unit, who is covered under the **PECCS Collective Agreement**, in each workplace who has been elected by the other members at their workplace, or, if necessary, appointed by the Executive. It is the duty of the "Area Representative" to act as liaison between workplace members and the Unit Executive. **(PECCS ONLY)**.
12. "Workplace" shall mean any place where an active members of the Bargaining Unit is employed.
13. "Policy" shall mean a stand or position taken by Provincial OSSTF, or OSSTF District 25, or the PECCS/PSSP Bargaining Unit.
14. "Procedure" shall mean a process or steps to be taken by the Provincial OSSTF, OSSTF District 25, or the PECCS/PSSP Bargaining Unit.

## **ARTICLE 1 – Name and Authority**

- 1.1 This Bargaining Unit shall be known as the OSSTF, District 25, **Professional Educators and Child Care Staff and Professional Student Services Personnel (PECCS/PSSP)**.
- 1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies and/or Procedures which are in contravention to the OSSTF and/or District Constitution, By-Laws, Policies and/or Procedures are null and void.

## **ARTICLE 2 – Membership**

- 2.1 Members shall include all full-time and part-time employees of the Ottawa-Carleton District School Board as defined in the Collective Agreements of PECCS and PSSP and;
  - 2.1.1 Associate Members;
  - 2.1.2 Honorary Members; and
  - 2.1.3 Life Members.

## **ARTICLE 3 – Rights, Privilege and Duties**

- 3.1 Active Members shall have all the rights and privileges of membership, unless limited by disciplinary measures taken in accordance with the By-Laws of OSSTF.
- 3.2 Voluntary Members shall have rights and privileges as are common to Active Members, except in the matters of tenure, salary, voting rights and candidacy for elected office.
- 3.3 Associate Members shall be entitled to receive routine information and official communications at the discretion of the Executive.
- 3.4 Honorary Members shall have all the rights and privileges of Associate Members.
- 3.5 Life Members shall have all the rights and privileges of Associate Members.

## **ARTICLE 4 – Dues and Levies**

- 4.1 Members shall pay annual dues as prescribed in the By-Laws of OSSTF.
- 4.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

## **ARTICLE 5 – Organization**

### **5.1 Bargaining Unit Executive**

5.1.1 The Bargaining Unit Executive shall consist of the following voting members:

5.1.1.1 President

2 Vice-Presidents

5.1.1.1.1 Vice-President, PECCS and

5.1.1.1.2 Vice-President, PSSP

5.1.1.2 Secretary

5.1.1.3 Treasurer

5.1.1.4 2 Negotiators:

5.1.1.4.1 Negotiator, PECCS and

5.1.1.4.2 Negotiator, PSSP

5.1.1.5 Communications Officer

5.1.2 The Bargaining Unit Executive shall consist of the following non-voting members:

5.1.3 2 Health & Safety Officers:

5.1.3.1 Health & Safety Officer, PECCS and

5.1.3.2 Health & Safety Officer, PSSP

5.1.3.3 **Notwithstanding article 5.1.3 should the Employer ever stipulate only 1 designated Health & Safety Officer for this Bargaining Unit, the PECCS Officer shall be the designate (with PSSP as alternate) in even years and the PSSP Officer shall be the designate (with PECCS as alternate) in odd years;**

5.1.4 SEAC Officer (PSSP eligible only)

5.1.5 Invitees as needed for reference, resource or information as determined by the Bargaining Unit Executive.

### **5.2 Standing Committees**

5.2.1 2 Collective Bargaining Committees

5.2.1.1 The CBC's shall consist of the following members:

5.2.1.1.1 the relevant Negotiator, as Chair

5.2.1.1.2 the relevant Vice-President

5.2.1.1.3 up to 10 members, appointed by the Executive, of the relevant Collective Agreement representative, where possible, of each job classification.

### **5.2.2 Grievance Committee**

5.2.2.1 The Grievance Committee shall consist of the following members:

5.2.2.1.1 The President

5.2.2.1.2 both Vice-Presidents

5.2.2.1.3 up to 2 members, appointed by the Executive from each of the PECCS and PSSP Collective Agreements

5.2.3 Political Action Committee

5.2.3.1 the PAC shall consist of the following members:

5.2.3.1.1 the Political Action Officer, as Chair

5.2.3.1.2 up to 5 members who express interest to the Executive

5.2.4 Educational Services Committee

5.2.4.1 the ESC shall consist of the following members:

5.2.4.1.1 the Educational Services Officers, as co-Chairs (one officer from PSSP, one officer from PECCS)

5.2.4.1.2 up to 5 members who express interest to the Executive

5.2.5 Human Rights/Status of Women Committee

5.2.5.1 the HR/SWC shall consist of the following members:

5.2.5.1.1 the Equity Officer, as Chair

5.2.5.1.2 up to 5 members who express interest to the Executive

5.2.6 Labour Management

5.2.6.1 the Labour Management representatives shall consist of the following members:

5.2.6.1.1 the President

5.2.6.1.2 based on the proposed agenda, the President shall choose up to 3 from the following: Vice Presidents, Negotiators, Health and Safety Officers, Members at Large.

5.3 Ad-Hoc Committees

5.3.1 Constitution Committee

5.3.1.1 the Constitution Committee shall consist of the following members:

5.3.1.1.1 the Constitution Officer, as appointed by the Executive as Chair

5.3.1.1.2 up to 3 members who express interest to the Executive

5.3.2 2 Pay Equity Committees

5.3.2.1 the Pay Equity Committees shall consist of the following members:

5.3.2.1.1 the relevant Negotiator, as Chair

5.3.2.1.2 up to 3 trained (in Pay Equity) members of the relevant Collective Agreement

**ARTICLE 6 – Amendments**

6.1 Amendments in the Constitution:

6.1.1 may be made at the Annual General Meeting of the Bargaining Unit or at a General Meeting called for the purpose;

6.1.1.1 may be made by a two-thirds (2/3) vote of members qualified to vote, present and voting provided that:

- 6.1.1.2 notice of the proposed amendment shall have been given in writing to the membership not less than fourteen (14) days prior to date of the General Meeting, and,
- 6.1.1.3 by a nine-tenths (9/10) vote of members qualified to vote, present and voting, previous notice as in Article 6.1.1.2 not having being given.
- 6.2 Amendments to the Constitution adopted at the Annual Meeting of the Bargaining Unit shall be effective July 1, unless stated otherwise in the preamble of such amendments; for General Meetings, the effective date of the amendment must be stated in the motion.
- 6.3 Amendments to the By-Laws, Policies or Procedures:
  - 6.3.1 may be made by a simple majority vote of the members present, qualified to vote, and voting provided that:
    - 6.3.1.1 notice of the proposed amendments to the By-Laws has been given to the membership in writing no less than fourteen (14) days prior to the date of the General Meeting; and,
    - 6.3.1.2 by a three –quarters (3/4) majority vote of the members qualified to vote, present and voting previous notice as in Article 6.3.1.1 not having been given.
- 6.4 Interim amendments to Policies or Procedures may be made by (3/4) majority vote of the Bargaining Unit Executive between General Meetings; such amendments will automatically be brought forward to the next General Meeting for membership vote.

## BY-LAWS

### **By-Law 1 – General Meeting**

- 1.1 The Annual General Meeting shall be held in the Spring of each year.
- 1.2 Notice of the date of the Annual General Meeting shall be given to members in writing at least fourteen (14) working days prior to the date of the meeting.
  - 1.2.1 The Annual General Meeting shall have the following duties:
    - 1.2.1.1 elections as stipulated in the Elections By-Law (even/odd years);
    - 1.2.1.2 approval of Financials (draft budget for upcoming year);
    - 1.2.1.3 receive reports to the membership;
    - 1.2.1.4 the formation of internal organizations and procedures;
    - 1.2.1.5 the establishment, amendment or rescission of Bargaining Unit Policy;
    - 1.2.1.6 all other matters as deemed necessary or convenient for the promotion of the welfare and interests of members or the conduct of the business of the Bargaining Unit.
- 1.3 Notice of other General Meetings shall be given in writing at least fourteen (14) working days prior to the date of the meeting.
- 1.4 The Bargaining Unit President shall call a General Meeting where ten percent (10%) or more of the members make such a request in writing to the President.
- 1.5 The President shall convene a General Meeting at which the terms of a tentative settlement will be presented (*Ratification Meeting*)
- 1.6 A Quorum for any General Meeting shall be those Members present, qualified to vote and voting.

### **By-Law 2 – Electronic Meetings**

As necessary, meetings of the Bargaining Unit membership, executive or committees may be held electronically. If any part of the meeting is to be recorded, a motion will need to be passed by the voting members.

- 2.1 The Platform in which the electronic meeting can be held is designated by the President.
  - 2.1.1 The designated platform must support anonymous voting and support visible displays identifying those participating. Identifying those seeking recognition to speak, showing the text of pending motions and showing results of votes;
  - 2.1.2 The designated platform must require members, participating in the meeting, to log in or use a password to satisfy the process of verification of membership.
- 2.2 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive or committees or by OSSTF Rules of Order.



- 2.3 An anonymous vote conducted through the designated platform shall be deemed a ballot vote. Voting on the designated platform can only occur for motions. Election voting must be set up through Provincial OSSTF.
- 2.4 Proper Notice of Meeting and Meeting information (link, login, agenda, minutes, date, time) shall be sent out to members as per the By-Laws.
- 2.5 Quorum shall be designated as per the By-Laws.
- 2.6 The Chair (or Speaker) can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 2.7 Members seeking recognition of the Chair/Speaker shall notify by raising their hand via video display, physically, or as determined at the meeting outset.

### **By-Law 3 – Voting**

- 3.1 Any Member of the Bargaining Unit may attend, speak when recognized by the Chair, and vote at any duly convened General Meeting.
- 3.2 Where a vote is held on a collective agreement (ratification) or during an election process, the vote shall be by secret ballot.
- 3.3 Voting by proxy will not be permitted in the election of officers, at any strike vote, or in the ratification of a collective agreement.
- 3.4 Where a vote is held on a collective agreement (ratification), members (PECCS/PSSP) will only be able to vote on their respective collective agreement.

### **By-Law 4 – Elections**

- 4.1 Only members of the Bargaining Unit may be candidates for office (with eligibility for specific roles as stated within the Articles).
- 4.2 Written nominations for the Bargaining Unit Executive offices shall be submitted to the Secretary not later than fourteen (14) days prior to the Annual Meeting of the Unit.
- 4.3 Elections for Executive and other Officers shall be in the order stated in Article 5 (Organization).
- 4.4 Elections for Executive and other Officers shall be by secret ballot at the Annual General Meeting.
- 4.5 Members shall be elected to roles by the majority vote of those present, qualified to vote and voting. If there is no majority, the person with the least votes shall be removed from the ballot and a further ballot shall be held.
- 4.5.1 Notwithstanding By-Law 5.2, nominations shall be accepted “from the floor” of the Annual Meeting provided the nomination is supported by 2 members.
- 4.6 Defeated candidates shall be considered for other offices if they choose.

- 4.7 The term of office for the elected positions shall be two years from the General Meeting in which elections are held; with President, Secretary, SEAC Representative, Communications Officer, and Education Services Officers on odd years. The Vice-Presidents, Negotiators (unless the Negotiator(s) is/are currently in bargaining in which case, the Negotiator(s) will be elected at the next AGM), Treasurer, Health and Safety Officer, PAC officer, and Equity Officer on even years.
- 4.7.1 Notwithstanding By-Law 4.6, for the 2022 elections, the following shall be three (3) year terms: President, Secretary, SEAC representative, Communications Officer and, Educational Services Officers.

**By-Law 5 – Duties**

5.1 **Executive**

- 5.1.1 The Bargaining Unit Executive shall meet at the call of the President but not less than (4) times per year.
- 5.1.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty percent (30%) of the members of the Executive make such a request in writing to the President.
- 5.1.3 A quorum for meetings of the Executive shall be a simple majority of the voting members of the Executive.
- 5.1.4 It is the duty of the Executive to:
  - 5.1.4.1 administer the affairs of the Bargaining Unit between General Meetings;
  - 5.1.4.2 communicate regularly with the membership regarding the management of the Unit;
  - 5.1.4.3 prepare, in conjunction with the Treasurer, a projected budget for presentation to the Annual Meeting;
  - 5.1.4.3.1 notwithstanding By-Law 5.1.4.3, with justification and approved motion at the Executive Meeting, administer necessary changes to the budget between Annual Meetings;
  - 5.1.4.4 appoint, where possible, members from different job classifications to positions on the Collective Bargaining Committees;
  - 5.1.4.5 appoint a Constitution Officer and members to the Grievance Committee, Constitution Committee, Political Action Committee, Human Rights/Status of Women Committee, Ad-Hoc Committees, Pay Equity Committee;
  - 5.1.4.6 represent the Members at District Executive Council Meetings of the OSSTF District 25;
  - 5.1.4.7 elect or appoint representatives to all District Standing Committees or Special Committees as prescribed in the Constitution of OSSTF District 25;
  - 5.1.4.8 fill any vacant position on the Executive, with the exception of the position of President, which shall be filled in accordance with the By-Law;

- 5.1.4.9 appoint alternate and/or additional representative(s) of the Bargaining Unit to attend any meeting that the delegated representative is unable to attend;
- 5.1.4.10 invite guests, as needed, to provide resource/advice/information to Executive meetings and members.

## **5.2 President**

- 5.2.1 It shall be the duty of the President to:
  - 5.2.1.1 be the presiding officer, spokesperson and official representative of the Unit;
  - 5.2.1.2 call, preside over and report at all Executive and General Meetings;
  - 5.2.1.3 fulfill the duties of the Bargaining Unit President and outlined in the OSSTF Handbook;
  - 5.2.1.4 be an ex-officio member of all Bargaining Unit committees;
  - 5.2.1.5 be one of the two signing authorities for all bargaining unit financial transactions;
  - 5.2.1.6 assume the role of Grievance Officer;
  - 5.2.1.7 submit reports to all Executive and General Meetings;
  - 5.2.1.8 submit a report to the Annual General Meeting of OSSTF District 25;
  - 5.2.1.9 represent the bargaining unit at District Executive Council Meetings of OSSTF District 25;
  - 5.2.1.10 to serve as the Provincial Councillor for the Bargaining Unit, including either PSSP or ESS Caucus.

## **5.3 Vice-Presidents'**

- 5.3.1 It shall be the duty of the Vice-Presidents to:
  - 5.3.1.1 perform the duties of the President in the President's absence, as assigned;
  - 5.3.1.2 perform other duties as may be assigned by the President.

## **5.4 Secretary**

- 5.4.1 It shall be the duty of the Secretary to:
  - 5.4.1.1 arrange for the keeping of the records of Executive and Unit meetings;
  - 5.4.1.2 submit minutes for approval to Executive and at General Meetings;
  - 5.4.1.3 perform other duties as may be assigned by the President/Executive.

## **5.5 Treasurer**

- 5.5.1 It shall be the duty of the Treasurer to:
  - 5.5.1.1 in conjunction with the Executive, prepare a proposed budget for approval at the Annual General Meeting;

- 5.5.1.2 supervise payment of all authorized expense vouchers, subject to the submission of appropriate receipts;
- 5.5.1.3 keep an account of all monies received and disbursed by the Bargaining Unit;
- 5.5.1.4 deposit all monies in a chartered bank or trust company in the name of the Bargaining Unit;
- 5.5.1.5 report regularly to the Executive on the status of the Bargaining Unit finances;
- 5.5.1.6 be one of the two signing authorities for all financial transactions of the Bargaining Unit;
- 5.5.1.7 represent the Bargaining Unit on the District Finance Committee;
- 5.5.1.8 report to and liaise, as needed, with the District Treasurer on Bargaining Unit Funds;
- 5.5.1.9 perform other duties as assigned by the President/Executive.

## **5.6 Negotiators**

- 5.6.1 It shall be the duty of the Negotiators to:
  - 5.6.1.1 call meetings of, and chair, the relevant Bargaining Unit Collective Bargaining Committee;
  - 5.6.1.2 report to the Executive, Collective Bargaining Committees, Negotiations Teams and the membership as needed;
  - 5.6.1.3 call meetings of, and chair, the relevant Negotiations Team;
  - 5.6.1.4 be responsible for preparing, with the assistance of the Executive, the relevant CBC, and the Provincial Office, the relevant negotiating brief;
  - 5.6.1.5 present the terms of settlement of a Collective Agreement with the Ottawa-Carleton District School Board to the unit membership for information and ratification;
  - 5.6.1.6 call meetings of, and chair, relevant Pay Equity meetings;
  - 5.6.1.7 jointly represent the Bargaining Unit at the DNAC (District Negotiations Advisory Committee meetings);
  - 5.6.1.8 consult, and liaise, as needed, with the Provincial Protective Services Department;
  - 5.6.1.9 perform other duties as assigned by the President.

## **5.7 Communications Officer**

- 5.7.1 It shall be the duty of the Communications Officer to:
  - 5.7.1.1 co-ordinate the dissemination of information to Bargaining Unit members at the instruction of the President;
  - 5.7.1.2 prepare a Bargaining Unit Newsletter and other relevant news for the approval of the President;

- 5.7.1.3 represent the Bargaining Unit at District 25 Communications Meetings;
- 5.7.1.4 under direction of the President, be responsible for managing and updating the Bargaining Unit portion of the District webpage and any social media;
- 5.7.1.5 advise the Executive in the area of communications strategies;
- 5.7.1.6 perform other duties as assigned by the President.

## **5.8 Health and Safety Officers**

- 5.8.1 It shall be the duty of the Health and Safety Officers to:
  - 5.8.1.1 as agreed to with the Employer, serve as Representatives of the Joint Occupational Health and Safety Committee;
  - 5.8.1.2 liaise, as needed, with the District 25 and Provincial Health and Safety Committees;
  - 5.8.1.3 Be entitled to Basic Certificate training and Health and Safety training provided by the workplace organization;
  - 5.8.1.4 participate in worksite inspections and perform any duties as determined through the JOHSC Terms of Reference;
  - 5.8.1.5 under the direction of the President, accompany Ministry of Labour Inspector on workplace visits;
  - 5.8.1.6 receive copies, and forward to the President, all accident reports regarding member injury or illness;
  - 5.8.1.7 attend Bargaining Unit, District, Regional and Provincial training workshops on health and safety matters;
  - 5.8.1.8 under direction of the President, communicate with the membership on Health and Safety matters;
  - 5.8.1.9 report on a regular basis to the Executive.

## **5.9 Special Education Advisory Committee (SEAC) Officer**

- 5.9.1 It shall be the duty of the SEAC Officer to:
  - 5.9.1.1 attend SEAC meetings as a representative of the PSSP Members of the Unit;
  - 5.9.1.2 under the direction of the President, present PSSP policy and procedures as required at SEAC;
  - 5.9.1.3 Report on a regular basis to the Executive.

## **5.10 Educational Services Officers**

- 5.10.1 It shall be the duty of the Educational Services Officers to:
  - 5.10.1.1 co-chair the Educational Services Committee;
  - 5.10.1.2 advise the Executive on all Professional Development matters;

- 5.10.1.3 liaise with District, Regional and Provincial Educational Services Committees;
- 5.10.1.4 attend District, Regional and Provincial Educational Services events and trainings;
- 5.10.1.5 report, as needed or requested, to the Executive.

#### **5.11 Equity Officer**

- 5.11.1 It shall be the duty of the Equity Officer to:
  - 5.11.1.1 chair the Status of Women/Human Rights Committee;
  - 5.11.1.2 liaise with District, Regional and Provincial Status of Women/Human Rights Committees;
  - 5.11.1.3 attend District, Regional and Provincial Status of Women/Human Rights events and trainings;
  - 5.11.1.4 advise the Executive on all Equity Matters;
  - 5.11.1.5 Report, as needed or requested, to the Executive.

#### **5.12 Political Action Officer**

- 5.12.1 It shall be the duty of the Political Action Officer to:
  - 5.12.1.1 chair the Political Action Committee;
  - 5.12.1.2 liaise with the District, Regional and Provincial Political Action Committees;
  - 5.12.1.3 attend District, Regional and Provincial Political Action events and trainings;
  - 5.12.1.4 advise the Executive on all Political Action matters;
  - 5.12.1.5 report, as needed or requested, to the Executive.

#### **5.13 Members**

- 5.13.1 It shall be the duty of every Member to comply with the duties of members of the OSSTF as defined in the OSSTF Provincial By-Laws Rights, Privileges and Duties (see Appendix).

### **By-Law 6 – Vacancies**

- 6.1 Vacancies in Bargaining Unit positions shall be filled in the following manner:
  - 6.1.1 if the President is unable to complete the term of office, the Vice President, as elected by the Executive, shall assume the Presidency; and,
    - 6.1.1.1 the vacated Vice President role shall remain vacant until a by-election may reasonably be held (ex. at an AGM).
  - 6.1.2 if a Vice President is unable to complete the term of office, the role shall remain vacant until a by-election may reasonably be held (ex. at an AGM).
  - 6.1.3 the Executive shall make an appointment from membership solicitation to fill vacancies that arise in any of the following positions:

- 6.1.3.1 Negotiator(s);
- 6.1.3.2 Treasurer;
- 6.1.3.3 Secretary;
- 6.1.3.4 Officers: Educational Services, Equity, Political Action, SEAC, Health and Safety, Communications.

## **By-Law 7 – Standing Committees**

### **7.1 Collective Bargaining Committees (CBC):**

- 7.1.1 each CBC shall consist of:
  - 7.1.1.1 the relevant Negotiator, as Chair;
  - 7.1.1.2 the relevant Vice-President;
  - 7.1.1.3 up to four (4) other members appointed by the Executive with consideration to ensuring job class category representation.
- 7.1.2 All members of each CBC shall be voting members.
- 7.1.3 Each CBC shall elect up to four (4) representatives to serve on the relevant Negotiations Team.
- 7.1.4 Each CBC shall develop the relevant negotiating brief based upon input from the membership.
- 7.1.5 The Executive shall approve the final negotiating briefs and submit to the Director of the Provincial Protective Services Department for approval.

### **7.2 Grievance Committee**

- 7.2.1 The Grievance Committee shall consist of the following members:
  - 7.2.1.1 the President;
  - 7.2.1.2 both Vice-Presidents;
  - 7.2.1.3 up to 2 members, appointed by the Executive, from each of the PECCS and PSSP Collective Agreements.
- 7.2.2 The President, in the role of Grievance Officer, shall be responsible for administering all grievances, in consultation with the Grievance Committee, the Executive and OSSTF Provincial Office.
- 7.2.3 The purpose of the Grievance Committee shall be to resolve any grievance that may occur with respect to members in the workplace.
- 7.2.4 A Grievance shall be defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.

7.2.5 The Grievance Officer shall ensure grievances are conducted in accordance with the terms of the collective agreement and the Procedures within the Bargaining Unit Handbook.

### **7.3 Educational Services Committee (ESC)**

7.3.1 The ESC shall consist of the following members:

7.3.1.1 the Educational Services Officers, as co-Chairs;

7.3.1.2 up to 5 members (from various job classes) who express interest to the Executive.

7.3.2 The ESC shall be responsible for educational studies, workshops and conferences directed specifically to the improvement of the professional and personal skills of the members.

7.3.3 The ESC shall be represented by the Educational Services Officer or designate at all Educational Services events.

### **7.4 Human Rights / Status of Women Committee (HR/SWC)**

7.4.1 The HR/SWC shall consist of the following members:

7.4.1.1 the Equity Officer, as chair;

7.4.1.2 up to 5 members who express interest to the Executive.

7.4.2 The HR/SWC shall be responsible for matters pertaining to Women's Rights and Human Rights as well as equity issues as brought forward by the Chair.

7.4.3 The HR/SWC shall be represented by the Equity Officer or designate at all HR/SWC and Equity events.

### **7.5 Labour Management**

7.5.1 The Labour Management representative shall consist of the following:

7.5.1.1 the President; and,

7.5.1.2 based on the proposed agenda, the President shall choose up to 3 from the following: Vice Presidents, Negotiators, Health and Safety Officers, Members at Large.

7.5.2 The Labour Management Committee shall report, via the President, as necessary to the Executive and the membership.

### **7.6 Political Action Committee (PAC)**

7.6.1 the PAC shall consist of the following members:

7.6.1.1 the Political Action Officer, as Chair;

7.6.1.2 up to 5 members who express interest to the Executive.

7.6.2 The PAC shall be responsible for considering and planning political actions to recommend to the Executive for approval.



- 7.6.3 The PAC shall be represented by the Political Action Officer or designate at all PAC events.

### **By-Law 8 – Ad-Hoc Committees**

#### **8.1 Negotiations Table Teams**

- 8.1.1 The Negotiations Table Teams shall be comprised of:
- 8.1.1.1 the President and/or the relevant Vice-President;
  - 8.1.1.2 the relevant Negotiator;
  - 8.1.1.3 up to 4 members, as elected from the relevant CBC.
- 8.1.2 The Negotiations Table Team shall:
- 8.1.2.1 represent the membership in negotiations for a Collective Agreement with the Ottawa-Carleton District School Board;
  - 8.1.2.2 continue in negotiations should they continue into the term of a newly-elected Executive;
  - 8.1.2.3 keep the Executive and the CBC apprised of negotiations;
  - 8.1.2.4 distribute information, as appropriate, on negotiations to the membership.

#### **8.2 Constitution Committee**

- 8.2.1 the Constitution Committee shall consist of the following members:
- 8.2.1.1 the Constitution Officer, as appointed by the Executive as Chair; and,
  - 8.2.1.2 up to 3 members who express interest to the Executive.
- 8.2.2 The Constitution Committee shall:
- 8.2.2.1 through the Constitution Officer, liaise with, and examine information from, the Provincial Parliamentary and Constitution Council;
  - 8.2.2.2 report to the Executive as needed and/or requested.

#### **8.3 Pay Equity Committee**

- 8.3.1 the Pay Equity Committees shall consist of the following members:
- 8.3.1.1 the relevant Negotiator, as Chair;
  - 8.3.1.2 up to 3 trained (in Pay Equity) members of the relevant Collective Agreement.
- 8.3.2 The Pay Equity Committees shall:
- 8.3.2.1 through the Negotiator, liaise with, and examine information from the Employer and Provincial Office Staff;
  - 8.3.2.2 report to the Executive as needed and/or requested.

### **By-Law 9 – Time Release**

- 9.1 The Bargaining Unit President shall have up to full time release.
- 9.2 The salary of the Unit President shall be the amount, including benefits, which would have been paid to the individual by the employer for the time they are released.
- 9.3 Any other time release of members, as approved by Executive motion, shall be in accordance with By-Law 9.2.

### **By-Law 10 – Finances**

- 10.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 10.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 10.3 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meeting and the Annual General Meeting.
- 10.4 Cheques drawn on the Bargaining Unit account shall require two signatories:
  - 10.4.1 one of the signatories must be the Treasurer;
  - 10.4.2 the President or Vice-President is the other signatory.
- 10.5 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.
- 10.6 Any year-end surplus in the general operating account of the Bargaining Unit may be placed in the General Reserve Fund:
  - 10.6.1 the General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget;
  - 10.6.2 surplus 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;
  - 10.6.3 expenditures from the General Reserve Fund shall be approved by a motion of the Bargaining Unit's Executive Committee;
  - 10.6.4 the Annual General Meeting of the Bargaining Unit shall be informed of all expenditures from the General Reserve Fund.

### **By-Law 11 – Unit Levy**

- 11.1 The Bargaining Unit shall have the right to levy dues to meet the expenditures approved in the budget.
- 11.2 The draft budget shall show the required levy as a cost per member.
- 11.3 Approval of the budget shall result in approval of the required levy.

- 11.4 The method of payment of dues and the levy shall be as prescribed in the agreement made between the Bargaining Unit and the Ottawa-Carleton District School Board.

**By-Law 12 – Anti-Harassment Officer**

- 12.1 An Anti-Harassment Officer shall be appointed at all meetings, events and activities of the Bargaining Unit.
- 12.2 The Bargaining Unit Anti-Harassment and Equity Statement shall be read at the beginning of every meeting, event and activity.
- 12.3 The Anti-Harassment Officer shall follow the Policy and Procedure contained within the Bargaining Unit Handbook.

**By-Law 13 – Delegate(s) to Annual Meeting of Provincial Assembly**

- 13.1 The delegate(s) to AMPA shall be elected by a process determined by the Bargaining Unit Executive.
- 13.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and By-Laws.

## **Policies and Procedures**

### **1. Procedure for Alleged Grievances**

- a. All alleged grievances will be directed to the Bargaining Unit President.
- b. The Bargaining Unit Executive may assist the member in presenting the facts of the case to the Grievance Committee.
- c. The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
- d. The President shall inform the member of the Committee's decision, which will be reported to the Bargaining Unit Executive, and the reason for it and shall inform the member of the appeal process (if required).
- e. The President shall also report any minority opinion of the Committee to the Bargaining Unit Executive.
- f. All individual grievances are confidential to the members of the Grievance Committee, the Executive and, as necessary, Provincial OSSTF.
- g. The President shall keep Provincial OSSTF apprised of all grievances.

### **2. Procedure for Appeal of a Grievance Committee Decision**

- a. The Bargaining Unit Executive members, who did not take part in the decision to deny the grievance, shall function as the Grievance Appeals Committee.
- b. A member may appeal the decision of the Grievance Officer and the Grievance Committee within seven (7) working days of receiving the Grievance Committee's decision.
- c. The appeal hearing shall be held in camera, at latest, during the next regularly scheduled meeting of the Bargaining Unit Executive.
  - i. The Bargaining Unit President will state the reason(s) for not carrying the grievance forward.
  - ii. The Member appealing the ruling will have an opportunity to respond to the presentation of the President.
  - iii. The Grievance Appeals Committee will consider the appeal, in camera, after both parties have been excused and will communicate their decision to the Member and the President.
  - iv. If at all possible, the decision will 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.
  - v. Any further appeal regarding the decision(s) may be made to the Executive Assistant assigned from Provincial Office.

### 3. **Anti-Harassment Policy**

- a. Let us not take thought for our separate interests, but let us help one another.
- b. A member of OSSTF/FEESO has the right to a workplace and union environment free from harassment and bullying.
- c. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual wellbeing, and union solidarity. Such actions are not only destructive, they can be illegal.
- d. Inadvertent, hidden and systemic harassment and discrimination must be identified and addressed. The roots of systemic harassment and discrimination include, but are not limited to, racism, sexism, and homophobia and transphobia. OSSTF/FEESO does not condone harassment and discrimination on the basis of age, national or ethnic origin, colour, religion, sex, gender identity, sexual orientation, race, socio-economic status or mental or physical disability.
- e. Harassment and discrimination can take many forms and may be verbal, physical or psychological. They can involve a wide range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be indirect or overt, they may be isolated or repeated.
- f. However, acts of harassment and discrimination are always degrading, unwelcome and coercive. They are always unacceptable.
- g. As members of OSSTF/FEESO, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion.
- h. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these behaviours when we witness them.
- i. As OSSTF/FEESO members, we must speak out against this conduct and stand together to protect human rights. We must take action.
- j. OSSTF/FEESO is committed to strengthening member solidarity, and, in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all provincially sponsored OSSTF/FEESO events and meetings.
- k. An Anti-Harassment Officer shall be named for every Bargaining Unit event and the following Anti-Harassment and Equity Statement should be read:
  - i. A member of this OSSTF Bargaining Unit has the right to an equitable work and union environment free from the destructive effects of discrimination and harassment. Anyone who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with and this Policy and the Procedure in this Handbook.

#### **4. Anti-Harassment Procedure**

- a. A member who has been identified as an Anti-Harassment Officer shall follow the Anti-Harassment Complaints and Resolution Procedure.
- b. A member who believes they have been the target of harassment or discrimination at an OSSTF/FEESO meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.
- c. As a first step, the member should make it clear to 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.
- d. If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, they should speak with the designated officer(s) and ask them to act.
- e. The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally.
- f. The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the President (or a Vice President should the complaint involve the President).
- g. If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing.
- h. If the complainant chooses to provide such a written complaint, it will be submitted to the President (or Vice President) for action and it shall be the joint responsibility of the President and the Anti-Harassment Officer to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. While conducting the investigation the investigators will be informed by an understanding of the systemic roots of discrimination and harassment as expressed in the OSSTF/FEESO Equity Statement.
- i. The parties involved will receive a written report stating the findings and any action taken.
- j. Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event.
- k. If a decision is made to remove or exclude that member, and where this member a confidential letter outlining the reasons for this decision will be sent.
- l. Decisions are final; however, do not restrict a member's right to file a complaint with the Ontario Human Rights Commission or to make a complaint to police.

#### **5. Procedure Ratification of a Tentative Collective Agreement**

- a. The Negotiator shall call a special meeting of the Bargaining Unit Executive and the Collective Bargaining Committee to present the terms of a Tentative Collective Agreement.

- b. The President shall call a ratification meeting to be held as soon as reasonably possible.
- c. All members of the Bargaining Unit shall be entitled to vote at the Ratification Meeting for a Tentative Collective Agreement on their respective CA.
- d. Ratification of a Tentative Collective Agreement shall be by a 50% + 1 vote of those members qualified to vote, present and voting at the Ratification Meeting called for that purpose.

**6. Procedure for Appointment by Executive**

Unless otherwise stipulated by Articles and By-Laws, appointments by the Executive shall follow these steps:

- a. The membership shall be notified of the duties, criteria for eligibility and terms of the available position.
- b. The membership shall be notified of timelines for and method of applying for the position.
- c. The Executive shall review all applicants respecting the criteria in the posting.
- d. The Executive shall make a decision by consensus or vote, if necessary.
- e. The Executive shall announce the appointment to the membership.

**7. Anti-Harassment and Anti-Bullying Policy**

- a. The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.
- b. The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit Executive and presented to the next General Meeting for approval.

**8. Anti-Harassment and Anti-Bullying Appeals Procedure**

- a. Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Policy may appeal this decision using the following procedure.
- b. Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.
- c. Within six (6) days of receiving the request, the Bargaining Unit President shall appoint three members of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee to consider the appeal.
- d. Within ten (10) days of appointment, the Bargaining Unit Appeal Committees shall meet to consider the appeal.

- e. The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
- f. Following the review, the Committee shall either confirm or modify the decision.
- g. The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
- h. The Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after the meeting at which the Appeal is considered.
- i. Within five (5) days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
- j. The decision of the Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.



## By-Law 5

### Appendix A

#### Excerpt from OSSTF Handbook

#### By-Law 2 – Rights, Privileges and Duties

#### 2.3 Duties of Members to OSSTF

- 2.3.1.1 It shall be the duty of every members to comply with the Constitution and By-Laws of OSSTF/FEESO and to seek to change the Constitution, By-Laws or Policies only through the proper procedures of the Federation. (A.15)
- 2.3.1.2 Where a member's actions are not constrained by agencies external to the OSSTF/FEESO, it shall be the duty of every Member to act in accordance with the established Policies of the OSSTF/FEESO. (A.15)
- 2.3.1.3 It shall be the duty of every Member to uphold that OSSTF/FEESO Pledge and Statement of Ethics. (A.15)
- 2.3.1.4 It shall be the duty of every Member to act in accordance with Principles of Professional Conduct prescribed under Internal Policy1.4 (A.15)
- 2.3.1.5 It shall be the duty of every Member to uphold the OSSTF/FEESO Anti-Harassment Policy. (A.16)
- 2.3.1.6 It shall be the duty of every Member to honour the commitments made on their behalf by the Federation, if those commitments are made with their written consent when being represented by the Federation in a professional difficulty with an employer, or other external agency. (A.15) Constitution and By-Laws 2021-2022.
- 2.3.1.7 It shall be the duty of every Member to check with OSSTF/FEESO before accepting a position to ensure that the employer is in good standing. (A.15)
- 2.3.1.8 It shall be the duty of every Member who holds elected or appointed office with OSSTF/FEESO to refrain from holding or seeking office with another union where the interests of the union are in conflict, or appear to be in conflict, with the interests of OSSTF/FEESO. (A.15)
- 2.3.1.9 It shall be the duty of every Member who is seeking office in OSSTF/FEESO and who is also a member of another union to declare such dual membership. (A.15)
- 2.3.1.10 It shall be the duty of every Member to resign from that office when the member retires to a pension or its equivalent while serving on the Provincial Executive, Provincial Council, a provincial Committee, council or as OTF Governor. (A.15)
- 2.3.1.11 It shall be the duty of a Member on an unpaid leave of absence recognized by the Collective Agreement, who works in any employment situation where the Member would not otherwise be a Member of OSSTF/FEESO, to resign from any elected or appointed OSSTF/FEESO office(s) for the period of employment. (A.15)

- 2.3.1.12 It shall be the duty of every Member to support a modified work environment for members with disabilities. (A.15)
- 2.3.1.13 It shall be the duty of every Member to support the Federation's Constitution, By-Laws and Policies while representing or being sponsored by OSSTF/FEESO at any external convention, conference or other decision-making bodies. (A.15)
- 2.3.1.14 It shall be the duty of every Member to maintain the confidentiality of any document, communication or any other information deemed confidential. (A.15)

## **Appendix B OSSTF RULES OF ORDER**

**As approved by Provincial Council, February 2022 (this appendix may be updated as there are updates approved by Provincial Council).**

### **RULES OF ORDER (Determined under By-Law 20)**

#### **Rule 1 Rules**

- 1.1.1 The Rules of Order printed in the Constitution are used at OSSTF/FEESO meetings.
- 1.1.2 The House may also adopt Standing Rules for a particular meeting, like AMPA.
- 1.1.3 To adopt Standing Rules requires a 2/3 vote and is both debatable and amendable.
- 1.1.4 The House may also suspend the Standing Rules if the house wants to proceed in a way that they cannot do under the Standing Rules.
- 1.1.5 A motion to suspend the Standing Rules requires a 2/3 vote and is not debatable or amendable.

#### **Rule 2 Responsibility**

- 2.1 The responsibility for conducting meetings lies with the President or with the Chair.
- 2.2 The President or the Chair may designate a Speaker to chair the meeting.

#### **Rule 3 Role of the Speaker**

- 3.1 The Speaker shall conduct the business of the House by:
  - 3.1.1 Calling the meeting to order.
  - 3.1.2 Announcing the business of the house in its proper order by following the Agenda and/or sequencing sheet;
  - 3.1.3 Upholding the rules of order.
  - 3.1.4 Ensuring Members follow meeting conduct.
  - 3.1.5 Responding to Member parliamentary inquiries and questions of orderliness.
- 3.2. During debate, the Speaker shall:
  - 3.2.1 Make certain that members understand exactly what business is pending by announcing the business which should come before the assembly in its proper order.
  - 3.2.2 Ensure that the motions are read and have been correctly moved and seconded explain the effect of a motion and answer parliamentary inquiries.
  - 3.2.3 Assign the floor to Members and protect the speaking Member from disturbance or interference during their speaking time. Notwithstanding the foregoing, the Speaker must never hesitate, when the interest of the organization or its Members requires, to permit someone to be interrupted, or to limit the number of speakers to a motion.

- 3.2.4 Restrict discussion to the question before the assembly.
- 3.2.5 Answer Questions of Order and decide on Points of Order.
- 3.2.6 Acknowledge or, where possible respond, to Points of Order.
- 3.2.7 Ask for the will of the house, which means unanimous consent, when appropriate.
- 3.2.8 At the close of debate, restate the exact question upon which the assembly is to vote and put the question to a vote.
- 3.2.9 State the result of the vote.
- 3.3 The Speaker may be advised on parliamentary procedures and motions by a Steering Committee which may consist of one or more persons.
- 3.4 The Speaker may table a motion, which means putting a motion temporarily aside, because a pressing matter has arisen or if it is a standard procedural practice, like laying the budget on the table at AMPA. The Speaker would also state when the motion would be brought back before the House at the time a motion is tabled.
- 3.5 The Speaker may call for a recess or adjournment if necessary.
- 3.6 The Speaker never debates a motion while presiding. To participate in debate, the Speaker shall relinquish the Speaker role, and not return to it until the pending main motion has been disposed of.
- 3.7 Notwithstanding Rule 3.6, in a small, relaxed, or informal meeting, a Speaker shall carry out the usual functions in conducting a meeting, and may, if a voting member, also participate in discussion and vote.
- 3.7.1 Each OSSTF/FEESO group should decide at the outset of the federation year whether Rule 3.6 applies to them.
- 3.7.2 The Speaker, only if a designated voting member of the body, may vote in situations where their vote would change the outcome of the vote.

**Rule 4 Meetings**

- 4.1 Agenda
  - 4.1.1 The tentative Agenda is constructed by the President or Chair with input from the Steering Committee that works in tandem with the agenda.
  - 4.1.2 When there are many motions to be dealt with, a sequencing sheet may be provided by the Steering Committee that works in tandem with the agenda.
  - 4.1.3 Regular timed items are marked with a # symbol and they interrupt the regular business on the agenda.
  - 4.1.4 Priority timed items are marked with a ## symbol and interrupt any item, including regular times items.
  - 4.1.5 To adopt the agenda, a majority vote is required. Once the agenda has been adopted, a 2/3 vote is required to amend it.

## **4.2 Minutes**

- 4.2.1 The Minutes of an OSSTF/FEESO meeting constitute the official record of the proceedings of the meeting.
  - 4.2.1.1 the Minutes contain a record of what was done at the meeting and not what was said, including the disposition of all motions that were dealt with;
  - 4.2.1.2 the Minutes should be retained for the life of the organization;
  - 4.2.1.3 the Minutes of an Executive Session shall be read and acted upon only in an Executive Session;
  - 4.2.1.4 the Minutes of an Executive Session are kept in a secure location for a period of seven years and then become part of the body's public record unless the body specifically directs otherwise.

## **Rule 5 Quorum of Meetings**

- 5.1 The quorum for any meeting will be established in the Constitution or By-Laws.
- 5.2 Quorum for any body of OSSTF/FEESO which is not set, shall be the majority of the voting members of the body.

## **Rule 6 Debate**

- 6.1 The types of motions and ways to engage in debate that shall be used at OSSTF/FEESO meetings are set forth in Table 2.
- 6.2 No debate shall be held on a topic until there is a motion on the floor.
- 6.3 Prior to the vote, all main motions and amendments shall be written and presented to the Speaker or to the Motions Committee.
- 6.4 To hear from a variety of perspectives on a motion, there will be a rotation that includes speakers who will speak in the following order: in favour, in opposition, ask questions or move procedural motions, and then point of consideration.
- 6.5 The mover of a motion shall speak first to open the debate on the motion, answer questions and then shall speak once more to conclude the debate or choose to pass.
- 6.6 Members who wish to speak must first be recognized by the Speaker and should begin by stating their name and district, whether they support or oppose the motion, are moving an amendment, or have other intentions.
- 6.7 Members shall not speak more than once to a motion unless they are the mover of a motion, are asking a question or have been asked by the Speaker to clarify part of their speech. No debate shall be allowed upon the explanation.
- 6.8 After a motion or an amendment has been debated, the Speaker calls the question by asking those in favour of the motion to so indicate, followed by those opposed. The Speaker then declares the motion "carried" or "defeated".

- 6.9 A time limit may be set on debate if the assembly so decides.
- 6.9.1 Timing will commence after the Member has stated their name, pronouns, district and if they choose to, upon their first time at the microphone, a land acknowledgement.

## **Rule 7 Voting Procedures**

- 7.1 General
- 7.1.1 No interruptions are permitted while the vote is in progress.
- 7.1.2 Once the order of business has been announced by the Speaker, no further action can be taken on the previous motion except for reconsideration of a motion.
- 7.1.3 When a vote has been taken electronically, the results are final once they have been announced by the Speaker.
- 7.2 Inconclusive Vote for Votes Taken by a Show of Hands
- 7.2.1 If the Speaker is in doubt about a vote taken by a show of hands, the Speaker should immediately retake the vote as an uncounted rising vote. Any Member who is unable to rise will be accommodated.
- 7.2.2 A Member can also request an uncounted rising vote without needing a motion to do so.
- 7.2.3 If after an uncounted rising vote, the Speaker is still unable to determine the result, the Speaker should take the vote a third time as a counted rising vote.
- 7.2.4 Once the counted rising vote count tabulations are completed, the Speaker shall announce the results to the House. After the announcement of the counted rising vote, the results are final.
- 7.2.5 In voting by a show of hands (including a counted rising vote), a member has the right to change their vote up to the time their vote has been counted.
- 7.2.6 A member may vote on a rising vote count not having voted previously on the issue.
- 7.2.7 The doors should be closed, and no one should enter or leave the House while a count is being taken.

## **Rule 8 Meeting Conduct**

- 8.1 Members and observers shall adhere to the principles of OSSTF/FEESO meeting conduct by the following the rules of order approved by the House, listening to one another, only speaking when first recognized by the Speaker, directing all comments and questions through the Speaker, refraining from using profanity and may criticize an idea but never a fellow Member, including naming other Members and/or speculating on their motives. Breaches of OSSTF/FEESO meeting conduct shall be dealt with in the following order:
- 8.1.1 The Speaker will call the House to order and remind Members of meeting conduct.

- 8.1.2.1 The Speaker will call the Member to order and ask for either an apology or a withdrawal of the objectionable action or statement.
- 8.1.3 After the Speaker has named a Member, the objectionable action or disorderly words used by the Member shall be recorded in the Minutes and the Speaker can order one of the following penalties for removal: for a short break, the remainder of the day, the remainder of the meeting.
- 8.1.4 Any further interruption will result in a complaint being filed with Judicial Council which could result in the Member becoming illegible to attend future provincial events.

**Rule 9 Authority**

- 9.1 The OSSTF/FEESO Rules of Order are the primary authority.
- 9.2 When the rules of order do not provide clear direction, Speakers and Steering may caucus, consult an external set of rules such as the Democratic Rules of Order and then present a ruling of the House.
- 9.3 The Steering Committee will record precedence set by the House which may be included in future, by amendment, into the Rules of Order.