

**The Constitution and By-Laws**

**of**

**District 24 Waterloo**

**of**

**The Ontario Secondary School Teachers' Federation**

**2017**

As amended at the  
District Annual General Meeting  
May 17, 2017

This latest revision of the District Constitution incorporates the changes authorized by the District General Meeting of May 17, 2017. This version supersedes entirely all previous versions of the District 24 Constitution.

## The Constitution: Contents

<u>Page</u>	<u>Article</u>	<u>Description</u>
4	Article One	Definitions
5	Article Two	Name
5	Article Three	Organization <ul style="list-style-type: none"> <li>• Membership</li> <li>• Bargaining Units</li> <li>• District Executive</li> <li>• District Standing Committees</li> </ul>
7	Article Four	Officers <ul style="list-style-type: none"> <li>• District Executive Officers</li> <li>• Committee Officers</li> <li>• Officers appointed by District Executive</li> </ul>
8	Article Five	By-Laws
8	Article Six	Amendments
9	Article Seven	Reserve Funds
9	Article Eight	Removal from Office

## The Bylaws of District 24 O.S.S.T.F

9	1	Duties of the General Membership
9	2	Quorum
10	3	Duties of the Legislative Bodies
10	4	Duties of District Executive
11	5	Duties of District Standing Committees <ol style="list-style-type: none"> <li>1. General Duties</li> <li>2. Educational Services</li> <li>3. Status of Women</li> <li>4. Political Action</li> <li>5. Finance</li> <li>6. Human Rights</li> </ol>

13	6	Duties of Provincial Assembly Delegation
13	7	Duties of Officers <ol style="list-style-type: none"> <li>1. Past District President</li> <li>2. District President</li> <li>3. District Vice President(s)</li> <li>4. District Treasurer</li> <li>5. District Secretary</li> <li>6. Standing Committee Chairpersons</li> <li>7. Vice-Chairs of Standing Committees</li> <li>8. Communications / Excellence in Education Officer</li> <li>9. Health and Safety Officer(s)</li> <li>10. Educational Services Officer</li> <li>11. Deputy Returning Officer</li> <li>12. Constitution Officer</li> </ol>
16	8	District Finances <ol style="list-style-type: none"> <li>1. Terms of Reference</li> <li>2. Administration</li> <li>3. Overspending</li> <li>4. Financial Statements and Auditor's Report</li> <li>5. Bargaining Unit Levies</li> </ol>
20	9	District Election Procedures
22	10	District Federation Year
22	11	AMPA Delegates
22	12	Release Time
22		Appendix A: Standing Orders of District Council

## **Associated Constitutions**

23	A. Contingency Reserve fund
24	B. Strike Support Reserve Fund
24	C. AMPA Campaign Reserve Fund
25	D. Capital Improvement Reserve Fund
26	E. Member Assistance Budget Line and Reserve Fund

## **Policies**

27	Anti-Harassment
----	-----------------

# Article One: Definitions

## In this Constitution:

1. **"Bargaining Unit"** is a group of active O.S.S.T.F. members employed by the Waterloo Region District School Board (or the Student Transportation Services of Waterloo Region, Inc.), or employed by the Waterloo Region Catholic School Board, who bargain collectively. (A.09)
2. **"Budget"** is the plan or scheme adjusting estimated expenses for a fiscal year to the estimated income for that year.
3. **"Constitution"** shall denote a system of fundamental principles, procedures and organizational structures by which O.S.S.T.F. members are governed in O.S.S.T.F. District 24.
4. **"District"** is District 24 of the OSSTF.
5. **"Fiscal Year"** is from July 1 to June 30 of the next year.
6. **"Function"** is the broad general term for the activity or expected activity of either a revenue source or an expense.
7. **"District General Meeting"** and **"Annual Meeting"** are meetings for all members of District 24, OSSTF.
8. **"General Membership"**, **"District Membership"** and **"Membership"** refer equally to all employees of the Waterloo Region District School Board, the Waterloo Region Catholic School Board, or the Student Transportation Services of Waterloo Region, Inc., who are members of the Ontario Secondary School Teachers' Federation. (A.09)
9. **"Item"** is a specific term for an entry in a financial account.
10. **"Levy"** is a fee imposed and collected separate from the Provincial Federation rebate.
11. **"Member"** is an active member or an active retired member as defined in Article 5 of the OSSTF Provincial Constitution.
12. **"Non-voting Member"** is a member free to move and second motions but not to vote.
13. **"Observer"** is a person attending at the pleasure of the committee, council or meeting concerned without the right to move or second motions or to vote.
14. **"Policy"** shall mean a stand or position taken by O.S.S.T.F. District 24 in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of O.S.S.T.F. District 24.
15. **"Provincial Assembly Delegation"** refers to all District 24 members elected or appointed to attend the Annual Meeting of the Provincial Assembly, including alternates.

16. **"Quorum"** is that percentage of the total voting members that must be present before a meeting is considered duly constituted and valid.
17. **"Revenue"** is income including, but not limited to rebates and levies.
18. **"Signing Authority"** is the person designated by motion of District Executive to authorize expenditures for a district expense function.

## Article Two: Name

- 2.1 This organization shall be known as "District 24 of the Ontario Secondary School Teachers' Federation".

## Article Three: Organization

- 3.1 **Membership**
  - 3.1.1 Membership in District 24 shall include all those members of the Ontario Secondary School Teachers' Federation (OSSTF) who are employees of the Waterloo Region District School Board (Public School Board) or the Waterloo Catholic District School Board (Separate School Board) or are employees of the Student Transportation Services of Waterloo Region, Inc., in the Province of Ontario. (A.09)
  - 3.1.2 Membership shall include Active Retired Members with such rights and privileges as stated in the Constitution and By-Laws of the O.S.S.T.F.
- 3.2 **Bargaining Units**
  - 3.2.1 The District shall be comprised of Bargaining Units.
  - 3.2.2 A Bargaining Unit shall have such constitution and bylaws as are approved by an annual general meeting of its membership. (A.17)
  - 3.2.3 Each Bargaining Unit Executive shall include a minimum of:
    - 3.2.3.1 President,
    - 3.2.3.2 Secretary-Treasurer, or Secretary and Treasurer,
    - 3.2.3.3 Chief Negotiator.
  - 3.2.4 The Constitution of each Bargaining Unit shall not contravene the Constitution and By-Laws of District 24 or the Constitution and By-Laws of the O.S.S.T.F.
- 3.3 **Teachers Bargaining Unit**
  - 3.3.1 All teachers and occasional teachers employed by the Waterloo Region District School Board covered by the Secondary School Teachers' contract.
- 3.3.2 **PSSP Bargaining Unit**
  - 3.3.2.1 All Professional Student Services Personnel employed by the Waterloo Region District School Board.
- 3.3.3 **Educational Support Staff Bargaining Unit**
  - 3.3.3.1 All employees of the Waterloo Region District School Board covered by the Educational

Support Staff contract and the employees of the Student Transportation Services of Waterloo Region covered by the Student Transportation Services of Waterloo Region contract. (A.17)

3.3.4 **School Supervision Monitors/Cafeteria Assistants Bargaining Unit**

3.3.4.1 All employees of the Waterloo Region District School Board covered by the School Supervision Monitors / Cafeteria Assistants contract.

3.3.5 **Adult Education Instructors and Childcare Workers**

3.3.5.1 All employees of the Waterloo Catholic District School Board OSSTF covered by the Adult Education Instructors and Childcare Workers contract.

3.3.6 **Custodial and Maintenance Association (A.14)**

3.3.6.1 All employees of the Waterloo Region District School Board covered by the Custodial and Maintenance Association contract. (A.14)

3.4 **District Executive**

3.4.1 There shall be a District Executive consisting of:

3.4.1.1 Voting Members as follows:

3.4.1.1.1 The District President, (A.14)

3.4.1.1.2 President (or designate) of each of the bargaining units, who shall be deemed District Vice-Presidents,

3.4.1.1.3 The District Treasurer,

3.4.1.1.4 The District Secretary,

3.4.1.1.5 An additional representative from each of the bargaining units, (A.14)

3.4.1.1.6 The Chairperson of these District standing committees: Educational Services, Human Rights, Political Action, and Status of Women. (A.14)

3.4.2. Non - Voting Members as follows: (A.14)

3.4.2.1 The Immediate Past District President. (A.14)

3.5 **Attendance at District Executive Meetings**

3.5.1 Any member of the District 24 shall have the right to attend a District Meeting with the status of observer as defined elsewhere in this Constitution.

3.6 **Standing Committees**

3.6.1 There shall be District Standing Committees as designated by the Constitution and By-Laws, including the following:

3.6.1.1 The District Educational Services Committee,

3.6.1.2 The District Status of Women Committee,

3.6.1.3 The Political Action Committee,

3.6.1.4 The District Finance Committee,

3.6.1.5 The District Human Rights Committee ,

3.6.2 Each District Standing Committee shall establish its terms of reference and operating procedures subject to the approval of District Executive and in accordance with the Constitution and By-Laws of the District.

3.7 **Standing Committee Officers**

3.7.1 Each of the District Standing Committees shall elect annually by no later than the end of October, a quorum of the Committee being present for the election in each case, the following Committee Officers: (A.14)

3.7.1.1 The Chairperson of the Committee,

- 3.7.1.2 The Vice Chairperson of the Committee,
- 3.7.1.3 The Secretary of the Committee,
- 3.7.2 Each of the District Standing Committees' elected Officers may assist the District President until annual elections have taken place.(A.17)
  
- 3.8 **Composition of the Standing Committee**
- 3.8.1 The **District Educational Services Committee** shall be constituted as follows:
  - 3.8.1.1 The District President or designate,
  - 3.8.1.2 One representative from each Bargaining Unit's Educational Service Committee, or a member designated by the Bargaining Unit.
  
- 3.8.2 The **District Status of Women Committee** shall be constituted as follows:
  - 3.8.2.1 One or more representatives from each of the bargaining units,
  - 3.8.2.2 The District President or designate.
  
- 3.8.3 The **District Political Action Committee** shall be constituted as follows:
  - 3.8.3.1 One or more representatives from each of the bargaining units,
  - 3.8.3.2 The District President or designate,
  
- 3.8.4 The **District Finance Committee** shall be constituted as follows:
  - 3.8.4.1 The Treasurers of all the Bargaining Units,
  - 3.8.4.2 The District President, or designate,
  - 3.8.4.3 The Bargaining Unit Presidents, or designates,
  - 3.8.4.4 The District Treasurer, if not a Treasurer of one of the Bargaining Units.
  
- 3.8.5 The **District Human Rights Committee** shall be constituted as follows: (A.14)
  - 3.8.5.1 One or more representatives from each of the bargaining units, (A.14)
  - 3.8.5.2 The District President or designate. (A.14)

## Article Four: Officers

- 4.1 **Officers elected at the District General Meeting**
- 4.1.1 **District Executive Officers**
- 4.1.2 The following District Executive Officers shall be elected at the General Meeting for one year terms:
  - 4.1.2.1 The District President, (A.14)
  - 4.1.2.2 The District Treasurer,
  - 4.1.2.3 The District Secretary,
- 4.1.3 Vacancies during a term of office of Executive Officers named above shall be filled by a member appointed by the Executive until the next Annual General Meeting.
  
- 4.2 **Officers Elected or Appointed by Committees**
- 4.2.1 The following Officers are elected annually by the voting members of the District Standing Committees at a meeting of each committee concerned called by the District President for that purpose not later than the end of October of each year, the required quorum being present in each of the committees concerned. (A.14)
  - 4.2.1.1 The Chairperson of the Standing Committees (one year term of office):
    - 4.2.1.1.1 The District Educational Services Committee,

- 4.2.1.1.2 The District Status of Women Committee,
- 4.2.1.1.3 The District Political Action Committee,
- 4.2.1.1.4 The District Human Rights Committee.
  
- 4.3 **Vacancies in Committee Officer Terms:**
- 4.3.1 Vacancies during the terms of office of District Committee Chairpersons shall be filled by election within the committees concerned or, failing that, the District Executive shall appoint a Committee chairperson for the balance of the term of office remaining.
  
- 4.4 **Officers Appointed by Executive**
- 4.4.1 The District Executive may appoint for a term of office of one year each: (A.08)
  - 4.4.1.1 Communications/Excellence in Education Officer,
  - 4.4.1.2 Health and Safety Officer(s),
  - 4.4.1.3 Educational Services Officer,
  - 4.4.1.4 Constitution Officer. (A.15)
  
- 4.5 **Section 5: Deputy Returning Officer (A.14)**
- 4.5.1 The Deputy Returning Officer will be the current secretariat member assigned to the District, or a District 24 member appointed by District Executive at a regular District Executive meeting preceding the Annual General Meeting. (A.14)

## Article Five: By-Laws

- 5.1 Duly constituted District General Meetings may enact By-Laws consistent with this Constitution concerning the following classes of subjects:
  - 5.1.1 The financial management of the finances and funds of the District,
  - 5.1.2 The internal organization and administration of the District,
  - 5.1.3 All other matters deemed necessary or convenient for the welfare of the members of the District.

## Article Six: Amendments

- 6.1 Amendments to this Constitution may be made at any duly constituted Annual District General Meeting according to the following conditions: (A.09)
  - 6.1.1 By a two thirds (2/3) majority vote of those present, qualified to vote and voting, provided that notice of the proposed amendments has been provided in writing or by electronic posting to District members at least 30 calendar days prior to the Annual General Meeting. (A.08)
  - 6.1.2 By a three-quarter (3/4) majority vote of those present, qualified to vote and voting provided that notice of the proposed amendments has been provided in writing or by electronic posting to District members at least 15 calendar days prior to the Annual General Meeting. (A.09)
  - 6.1.3 By a nine-tenths (9/10) majority vote of those present, qualified to vote and voting, if previous notice as in 6.1.1 or 6.1.2 has not been given. (A.15)
- 6.2 Amendments may be made at any duly constituted General Meeting to the By-Laws established under this Constitution according to the following conditions:
  - 6.2.1 By a two thirds (2/3) majority vote of those present, qualified to vote and voting, provided that notice of the proposed amendments has been provided in writing or by electronic posting to District members at least 30 calendar days prior to the General Meeting. (A.09)
  - 6.2.2 By a three-quarter (3/4) majority vote of those present, qualified to vote and voting, if



previous notice as in 6.2.1 has not been given (A.15)

## **Article Seven: Reserve Funds**

- 7.1 District 24 shall maintain a fund known as "The Contingency Reserve Fund", and the Constitution of this fund shall be amendable in the same manner as that prescribed for amending the Constitution of District 24.
- 7.2 District 24 shall maintain a fund known as "The Strike Support Reserve Fund," and the Constitution of this fund shall be amendable in the same manner as that prescribed for amending the Constitution of District 24.
- 7.3 District 24 shall maintain a fund known as "The AMPA Reserve Fund" for the purpose of covering District expenses incurred at the Annual Meeting of the Provincial Assembly.
- 7.4 District 24 shall maintain a fund known as "The Capital Improvements Reserve" for the purpose of expenses incurred for major renovations, restoration, or building additions.  
(A.08)
- 7.5 Other Reserve Funds shall be established by the District, as deemed necessary.

## **Article Eight: Removal from Office**

- 8.1 An Executive Officer or representative may be removed from office upon a two-thirds (2/3) vote of the members present at a special general meeting called for that purpose. Thirty day's notice is required for such a special meeting.

## **By-Law 1: Duties of the General Membership**

- 1.1 It shall be the duty of the General Membership:
  - 1.1.1 to comply with O.S.S.T.F. By-Laws and Policies,
  - 1.1.2 to elect at the General Meeting: a District President, District Treasurer, and District Secretary,
  - 1.1.3 to receive and deal with reports and communications from OSSTF,
  - 1.1.4 to receive and deal with other pertinent reports,
  - 1.1.5 to consider matters of general interest to education as they affect the OSSTF,
  - 1.1.6 when requested, to assist the District Executive, the Bargaining Units and the District Standing Committee chairpersons in carrying out their duties,
  - 1.1.7 to fulfil their responsibilities as members of OSSTF,
  - 1.1.8 to receive the approval of the District Executive or the District President before releasing to any outside body a brief or communication which could be interpreted as representing District policy.
- 1.2 It shall be the duties of Members acting as Members of District Standing Committees:
  - 1.2.1 to act as liaison between the committee and Bargaining Unit members,
  - 1.2.2 to attend the meetings of the committee or to send a replacement or to inform the chairperson of the committee of the absence,
  - 1.2.3 to bring the concerns of Bargaining Unit members to the committee,
  - 1.2.4 to inform and orient their successors to the committee respecting the duties, purposes and activities of the committee.

## **By-Law 2: Quorum**

- 2.1 The quorum for any meeting will be established in the Constitution or Bylaws of the body concerned, and for any body of OSSTF for which such is not set, the quorum shall be a majority of the voting members.(A.17)

## **By-Law 3: Duties of Legislative Bodies**

- 3.1 **Annual General Meeting:** A District Annual General Meeting shall be held each year in May or June: (A.09)
- 3.1.1 to elect District Executive officers,
  - 3.1.2 to endorse in principle the District Budget,
  - 3.1.3 to amend the District Constitution and By-Laws,
  - 3.1.4 to establish, amend, or rescind District policy,
  - 3.1.5 to receive reports,
  - 3.1.6 to conduct other District 24 business.
- 3.2 **General Meetings:** A District General Meeting shall be held:
- 3.2.1 at the call of the District President,
  - 3.2.2 at such times as may be determined by the District Executive,
  - 3.2.3 in a timely fashion at the written request of not less than fifteen percent (15%) of the members of the District,
  - 3.2.4 any special meeting called under (c) will include notification of the tentative agenda or issues to be dealt with.
- 3.3 **General Meetings:** A Quorum shall consist of:
- 3.3.1 those members present when more than three weeks notice of meeting has been given,
  - 3.3.2 fifteen percent (15%) of the membership of the District if less than three (3) weeks notice of the meeting has been given.

## **By-Law 4: Duties of the District Executive:**

- 4.1 It shall be the duty of the District Executive;
- 4.1.1 to promote within the District the aims and objectives of OSSTF and District 24, to create, amend or revoke policy in the name of the District,
  - 4.1.2 to carry out the intent of motions passed at District General Meetings,
  - 4.1.3 to support policies and directions from the Provincial Executive of OSSTF,
  - 4.1.4 to inform the Provincial Executive of any matters adversely affecting the welfare of the District or any of its members,
  - 4.1.5 to be responsible to the General Membership,
  - 4.1.6 to report to the membership at an Annual General Meeting, (A.09)
  - 4.1.7 to facilitate the sharing of information among bargaining units,
  - 4.1.8 to create, amend or revoke any terms of reference for ad hoc special District Committees in accordance with the District Constitution and these By-Laws,
  - 4.1.9 to deal with all matters brought before it by Bargaining Units, District Committees or by members of the District Executive, that require action before the next General meeting,
  - 4.1.10 to authorize the District Budget expenditures for the current fiscal year in accordance with the District Constitution, the Associated Constitutional Documents and these District By-Laws,
  - 4.1.11 to authorize payment of District expenses and District accounts incurred in the conduct of business as approved in the Budget,

- 4.1.12 to develop, with input from the Finance Committee, the District budget and to present it to the Annual General Meeting for approval in accordance with the District Constitution, Associated Constitutional Documents and applicable By-Laws for the fiscal year concerned,
- 4.1.13 to approve the District budget in October of each fiscal year,
- 4.1.14 to meet at the call of the District President, or at the written request of two members of the Executive,
- 4.1.15 to keep the membership informed of its activities and to maintain records of its meetings,
- 4.1.16 to ratify all District Executive appointments,
- 4.1.17 to act only when a quorum of fifty percent (50%) is present,
- 4.1.18 to conduct its proceedings in accordance with the Standing Orders of Council, attached to these District By-Laws as Appendix A.
- 4.1.19 to discuss and vote on resolutions intended for the Annual Meeting of the Provincial Assembly, (A.14)
- 4.1.20 to nominate candidates for Provincial Office,
- 4.1.21 to appoint a sub-committee to nominate members for District and Provincial OSSTF awards,
- 4.1.22 to appoint a Deputy Returning Officer (A.08),
- 4.1.23 to appoint an ad hoc Committee to determine District honorariums,
- 4.1.24 to approve the selection of a District Health and Safety Officer in consultation with the Bargaining Unit Health and Safety Officers, as requested, (A.17)
- 4.1.25 to approve the hiring of District office staff and determine the conditions of employment for such positions, (A.17)
- 4.1.26 to review annually the performance of any individuals or companies hired or contracted to do work for the District.
- 4.1.27 to meet a minimum of five (5) times per year, (A.17)
- 4.2 The District Executive may appoint: (A.08)
- 4.2.1 the District Communications / Excellence in Education Officer,
- 4.2.2 Health and Safety Officer(s) in accordance with the Occupational Health and Safety Act,
- 4.2.3 Educational Services Officer,
- 4.2.4 Constitution Officer, (A.15)
- 4.2.5 District members to fill vacancies that occur during the terms of office for District Executive Officers,
- 4.2.6 all District 24 representatives to any joint District / WRDSB Committee,
- 4.2.7 a resolutions committee, as necessary, to expedite the disposition of resolutions submitted for presentation to District General Meetings,
- 4.2.8 a nominations committee for elective Executive offices.
- 4.2.9 An Anti-harassment Appeals Committee. (A.16)

## **By-Law 5: Duties of District Standing Committees**

- 5.1 **General duties required of all District Standing Committees:**
- 5.1.1 to elect a Chairperson, Vice Chairperson and Secretary,
- 5.1.2 to clear all releases of information to the media (newspapers, radio, television or other) with the District President or District Executive,
- 5.1.3 to maintain records of meetings and the meetings of any sub-committees and to forward copies of such meetings to the District President within seven (7) days of the meeting having been held,
- 5.1.4 to be responsible to the District membership through the District Executive,
- 5.1.5 to submit articles for publication on the District website, (A.14)

- 5.1.6 unless otherwise specified, to meet at least four (4) times in each Federation year,
- 5.1.7 to designate the committee's spending within the appropriate budget line, (A.17)
- 5.1.8 to report to the Annual General Meeting.

**5.2 Duties of the District Educational Services Committee:**

- 5.2.1 to foster and encourage professional development among the members of District 24,
- 5.2.2 to keep the membership informed of professional development activities both in and out of the District,
- 5.2.3 to co-ordinate, plan and conduct, throughout the year, various activities that would be of professional interest to the members of the District,
- 5.2.4 to suggest to the appropriate Bargaining Unit Collective Bargaining Committees new clauses or amendments to existing clauses in their Collective Agreements with respect to professional development support and educational leaves,
- 5.2.5 to recommend to District Executive the person to serve as the District's Educational Services Officer.

**5.3 Duties of the District Status of Women Committee:**

- 5.3.1 to provide a forum for the discussion of issues relevant to the professional careers of the women members of the District,
- 5.3.2 to keep the membership informed concerning women's issues both in and out of the District,
- 5.3.3 to sponsor professional development programs for the District in consultation with the Educational Services Committee,
- 5.3.4 to present reports and recommendations to the Bargaining Units and District Executive,
- 5.3.5 to monitor the professional opportunities and professional development of women members of the District,
- 5.3.6 to identify issues of professional concern to women members of the District, to develop strategies and programs that respond to identified needs of women members in the District,
- 5.3.7 to liaison with ETFO-Waterloo and other organizations in the Region and Province that share similar concerns,
- 5.3.8 to supply contract clauses that support women OSSTF members to the appropriate Bargaining Unit Collective Bargaining Committee.

**5.4 Duties of the District Political Action Committee:**

- 5.4.1 to foster and encourage political action among the members of District 24,
- 5.4.2 to keep the membership informed of political action activities both in and out of the District,
- 5.4.3 to consider and act upon programs initiated by the Bargaining Units,
- 5.4.4 to liaise with local labour councils, (A.17)

**5.5 Duties of the District Finance Committee**

- 5.5.1 to draft the annual District Budget,
- 5.5.2 to implement the budgetary process according to By-Law VII,
- 5.5.3 to recommend the disposition of District budgetary surpluses,
- 5.5.4 to act as an advisory body to the District on financial and budgetary matters,
- 5.5.5 to meet a minimum of three (3) times a year.

**5.6 Duties of the District Human Rights Committee:**

- 5.6.1 to identify needs within the membership around human rights issues and then to develop avenues to address those needs,
- 5.6.2 to provide recommendations to all Bargaining Units about policies and procedures that will

- 5.6.3 endeavor to ensure equity and inclusiveness for individuals in our workplaces, to develop resources that will create an awareness of human rights events, issues and speakers and to encourage our members to participate in conferences and events about human rights,
- 5.6.4 to offer workshops to our members about human rights issues,
- 5.6.5 to write articles for OSSTF and other publications to raise consciousness and sensitivity around current educational issues from a human rights perspective,
- 5.6.6 to act as an advisory group to local leaders when dealing with possible human rights or equity issues, (A.16)
- 5.6.7 to educate all members of District 24 OSSTF by sharing human rights information with all employee groups. (A.16)

## **By-Law 6: Duties of the Provincial Assembly Delegation**

- 6.1 **It shall be the duty of the Annual Meeting of the Provincial Assembly Delegation:** (A.14)
  - 6.1.1 to represent District 24 at all Annual Meeting of the Provincial Assembly meetings, (A.14)
  - 6.1.2 to assemble and read all preliminary information prior to meetings of any Annual Meeting of the Provincial Assembly, (A.14)
  - 6.1.3 to evaluate the business and proceedings of any Annual Meeting of the Provincial Assembly and to report the same to their respective Bargaining Unit councils/executives and the General Meeting through the District President, (A.14)
  - 6.1.4 to attend District pre-AMPA meetings, as scheduled by the District President (or designate),
  - 6.1.5 to be present on the assembly floor during the scheduled meeting or be available to replace members of the delegation, as reasonably requested for specific time periods,
  - 6.1.6 seek approval of the delegation leader(s) (or designate) to be absent from house business during the scheduled meeting, (A.14)
  - 6.1.7 in election years, to attend candidate speeches and ‘bear-pit’ sessions.

## **By-Law 7: Duties of Officers**

- 7.1 **Immediate Past District President:**
  - 7.1.1 It shall be the duty of the Immediate Past District President:
    - 7.1.1.2 to sit as a non-voting member of the Executive and to act in an advisory capacity to the District President and Executive for the Federation year following her/his term of office. (A.14)
- 7.2 **District President:**
  - 7.2.1 It shall be the duty of the District President:
    - 7.2.1.1 to call all meetings of the District Executive and all District General Meetings,
    - 7.2.1.2 to set the Agenda for all District Executive meetings, and District General meetings in consultation with the Bargaining Unit Presidents,
    - 7.2.1.3 to preside at all meetings of the District Executive and at all District General Meetings (except during the election process),
    - 7.2.1.4 to be ex officio, a member of all District 24 Standing Committees, sub-committees and joint District 24/Board Committees,
    - 7.2.1.5 to perform duties as directed by the District Executive,
    - 7.2.1.6 to call the first meeting of the District Executive no later than the end of September in any year,

- 7.2.1.7 to call, or appoint the current chairperson to call, separate meetings of the District Standing Committees no later than the end of September in any year, (A.17)
- 7.2.1.8 to call a Special General Meeting at the written request of not less than fifteen per cent (15%) of the members of District 24,
- 7.2.1.9 to maintain liaison with the Provincial Executive of OSSTF,
- 7.2.1.10 to maintain liaison with the Bargaining Units in the District, and refer matters of concern to the appropriate Bargaining Units,
- 7.2.1.11 to advise and assist Bargaining Unit officers, as requested,
- 7.2.1.12 to ensure district liaison with the other affiliates of the Ontario Teachers Federation (OTF) in the Regional Municipality of Waterloo,
- 7.2.1.13 to act as the, or to delegate a District Communication Officer and be responsible for authorizing the content or text of any District news or press release prior to its issue, (A. 15)
- 7.2.1.14 to maintain liaison with the Waterloo Region Labour Council, and encourage participation of all Bargaining Units in this Council,
- 7.2.1.15 to act as a signing authority for the District,
- 7.2.1.16 to administer, under the direction of the Executive, District Excellence in Education programs,
- 7.2.1.17 to disseminate all pertinent data to the District Executive and the Bargaining Units,
- 7.2.1.18 to report to all regular District General Meetings,
- 7.2.1.19 to co-ordinate the participation of District 24's delegation in Provincial Assemblies with the assistance of other Provincial Councillors and all AMPA delegates.
- 7.2.1.20 to oversee the consolidation of proposed amendments to the District Constitution and By-Laws, prior to the Annual General Meeting, and coordinate their distribution to the District's bargaining units.
- 7.2.1.21 to act as Facility Manager and Office Staff Supervisor. (A.17)
- 7.2.1.22 to receive and investigate Anti-Harassment complaints, and maintain a confidential file for the complaints and decisions. (A.16)

### 7.3

#### **Vice Presidents:**

- 7.3.1 It shall be the duty of the Vice-Presidents:
  - 7.3.1.1 to assist as requested by the President with the duties of the President,
  - 7.3.1.2 to perform the duties of the President in his/her absence or inability to act,
  - 7.3.1.3 to perform such other functions, under the direction of Executive, as are consistent with the Constitution and By-Laws.

### 7.4

#### **District Treasurer:**

- 7.4.1 It shall be the duty of the Treasurer:
  - 7.4.1.1 to keep account of all District monies received and disbursed, in accordance with accepted accounting practices,
  - 7.4.1.2 to act as a signing authority for the payment of all District accounts,
  - 7.4.1.3 to oversee the deposit of all District monies received in a chartered bank, trust company, or credit union in an account or accounts in the name of District 24, OSSTF, (A.14)
  - 7.4.1.4 to oversee the issue of receipts for all District monies received, to submit District accounts to the District Executive for approval, to pay all authorized accounts and to present annually to the general membership a detailed financial statement, (A.14)
  - 7.4.1.5 to report to the District Executive at least semi-annually, outlining expenses to date for each budget line and the financial position of the District, including all District assets,
  - 7.4.1.6 to chair the District Finance Committee,
  - 7.4.1.7 to present the Annual District Budget at the Annual General Meeting for endorsement in principle,
  - 7.4.1.8 to oversee the submission of financial reports to the Provincial Treasurer of OSSTF as

- requested, (A.14)
- 7.4.1.9 to submit requests and applications for rebates and allowances to the Provincial Treasurer for the financing of District activities,
- 7.4.1.10 to present an audited financial statement to the general membership when such is provided by Provincial Office,
- 7.4.1.11 the Past District Treasurer will be asked to finish the Financial Statement for his/her term of office and provide advice for the in-coming District Treasurer in the administration of the above duties.
- 7.5 **District Secretary:**
- 7.5.1 It shall be the duty of the Secretary:
- 7.5.1.1 to record the Minutes of all meetings of District Executive and all General Meetings,
- 7.5.1.2 to perform other duties as assigned by the District Executive.
- 7.6 **Standing Committee Chairpersons:**
- 7.6.1 It shall be the duty of the Chairperson of a District Standing Committee:
- 7.6.1.1 to call all meetings of the committee, except the first meeting, unless requested by the District President, following the schedule set for the committee,(A.17)
- 7.6.1.2 to set the agenda for each meeting and to submit the same to the District President at least one week in advance of the scheduled date of the meeting,
- 7.6.1.3 to chair all meetings of the Standing Committee,
- 7.6.1.4 to report to the District Executive,
- 7.6.1.5 to submit all briefs or proposed press releases to the District President or District Executive for approval prior to their release to the public or news media,
- 7.6.1.6 to assist the Treasurer in submitting requests for applications for rebates and allowances to the Provincial Office for the financing of District 24 activities,
- 7.6.1.7 to encourage actively the full attendance of the members of the Standing Committee at the meetings and to inquire as to absences.
- 7.7 **Standing Committee Vice Chairpersons:**
- 7.7.1 It shall be the duty of a Vice Chairperson:
- 7.7.1.1 to assist as requested by the Chairperson, or as assigned by the Committee, with the duties of the Chairperson,
- 7.7.1.2 to perform the duties of the Chairperson in the event of the absence or inability to act of the Chairperson.
- 7.8 **Communications / Excellence in Education Officer:**
- 7.8.1 It shall be the duty of this officer:
- 7.8.1.1 to facilitate the distribution of information from O.S.S.T.F. to district members, in coordination with the District Office Staff, (A.17)
- 7.8.1.2 to promote the production of District and Bargaining Unit news and events, (A.17)
- 7.8.1.3 to co-ordinate, as required, provincial O.S.S.T.F. Excellence in Education programs, contests, and awards.
- 7.9 **District Health and Safety Officer:**
- 7.9.1 It shall be the duty of this officer :
- 7.9.1.1 to liaise with the health and safety officers appointed/elected by each Bargaining Unit,
- 7.9.1.2 to monitor District health and safety concerns,
- 7.9.1.3 to respond to issues and concerns brought forward by Bargaining Unit Health and Safety Officers,
- 7.9.1.4 inform District Executive of any significant health and safety issues,

- 7.9.1.5 to facilitate the distribution of OSSTF information to District members,
- 7.9.1.6 to attend District Executive meetings at least twice a year.
  
- 7.10 **Educational Services Officer:**
- 7.10.1 It shall be the duty of this officer:
- 7.10.1.1 to co-ordinate Provincial OSSTF Educational Services initiatives with the District Educational Services committee,
- 7.10.1.2 to encourage the professional development of members of all Bargaining Units.
  
- 7.11 **Deputy Returning Officer:**
- 7.11.1 It shall be the duty of this officer:
- 7.11.1.1 to oversee the election procedures for the positions of District President, District Treasurer, and District Secretary.
  
- 7.12 **Constitution Officer: (A.15)**
- 7.12.1 It shall be the duty of this officer:
- 7.12.1.1 to provide assistance to the District Executive with interpretation of the constitution.
- 7.12.1.2 to coordinate an Ad Hoc committee when needed to review and propose changes to the constitution.
- 7.12.1.3 to receive and share with District Executive any on-time amendments proposed for the District Constitution and By-Laws. (A.17)
- 7.12.1.4 to prepare motions for proposed amendments to the constitution for the District Annual Meeting. (A.15)

## **By-Law 8: District 24 Finances**

- 8.0 **Terms of Reference for District Finances**
- 8.1 The District Budget shall be prepared as follows:
- 8.1.1 the Bargaining Unit Presidents (or B. U. Treasurers) and Chairpersons of all District Committees may submit written budget requests to the District Treasurer by March 20<sup>th</sup>, (A.14)
- 8.1.2 committees or officers who fail to make budget requests as above will be considered to be requesting the average of the actual expenditures in the function or accounts concerned over the past three years,
- 8.1.3 the District Finance Committee shall prepare a draft District Budget for the next fiscal year. This budget shall identify:
  - 8.1.3.1 District income,
  - 8.1.3.2 District expenses,
  - 8.1.3.3 District levies, if applicable,
  - 8.1.3.4 District Reserve Funds, if applicable,
  - 8.1.3.5 the total to be remitted to each Bargaining Unit.
- 8.1.4 Bargaining Unit budgets shall be submitted to their membership for approval,
- 8.1.5 Bargaining Unit budgets may include provisions for a Bargaining Unit levy,
- 8.1.6 surplus Bargaining Unit funds and deficits shall remain to the credit of that Bargaining Unit,
- 8.1.7 the draft District budget will be presented to District Executive for its endorsement at the April meeting of the Executive
- 8.1.8 a final draft budget will be publicized or disseminated as information to the General Membership at least seven (7) working days prior to the Annual General Meeting,
- 8.1.9 the General Membership will endorse in principle the District Budget, as presented or



- 8.1.10 amended, at the Annual General Meeting, once the General Membership at the District AGM has endorsed in principle a District Budget, no reduction may be made to the rebates allotted to individual bargaining units above for the upcoming year as per (c) without such reductions being approved at a subsequent General Membership meeting,
- 8.1.11 the final annual budget will be approved by District Executive by the end of October of the fiscal year.
- 8.2 **Administration of District Finances:**
- 8.2.1 The Annual District Budget shall be administered as follows:
- 8.2.1.1 the District Executive shall have authority to require that any specific district expenditure, or all district expenditures, be subject to prior approval by the District Executive,
- 8.2.1.2 it shall be the responsibility of the District Treasurer to ensure that district expenses are approved by the appropriate signing authority and that the expense function concerned is not overspent except as provided in By-Law VII, Section (3), clause (a),
- 8.2.1.3 Bargaining Units shall submit their annual approved budgets to the District Treasurer by the end of September of each year in a form consistent with OSSTF accounting practices.
- 8.3 **Approval for Overspending Part or All of the General Fund:**
- 8.3.1 any expenditure in or from any Expense Function that exceeds the budgeted limits of the Function as approved by General Membership shall require the prior approval of District Executive,
- 8.3.2 any expenditures beyond the total amount of the Annual Budget approved by the General Membership shall require either:
- 8.3.2.1 the presentation and approval of a new Budget at a General Membership meeting or,
- 8.3.2.2 approval by District Executive of up to twenty-five per cent (25%) of the Contingency Fund in accordance with the terms and conditions of the Constitution of the Contingency Reserve Fund or,
- 8.3.2.3 approval by all Bargaining Units at a District Executive meeting of up to all of the Contingency Reserve Funds, in accordance with the Constitution of this Reserve.
- 8.4 **Financial Statement and Auditor Report:**
- 8.4.1 the Financial Statement, and the Auditor's Report, shall be presented to the District Executive for approval at the first meeting of the District Executive following the conclusion of the fiscal year concerned,
- 8.4.2 all funds held by District 24, O.S.S.T.F., in the name of some or all of the members of the District shall be included in the Financial Statement and in the Auditor's Report.
- 8.5 **District Levies (A.08)**
- 8.5.1 A Special Levy may only be imposed on the Membership of the District in a Fiscal Year according to the following conditions: (A.08)
- 8.5.1.1 The levy must be approved by 60% of the voting members of District 24 such that, (A.08)
- 8.5.1.2 the District Executive must first have recommended such a levy, (A.08)
- 8.5.1.3 the vote of the membership is conducted by the Bargaining Unit Presidents, (A.17)
- 8.5.1.4 the vote must be conducted within 60 (sixty) school days of the District Executive having approved any Budget that requires a levy and of the District Executive recommendation that a levy be imposed. (A.08)
- 8.5.2 If a Special Levy is approved as above, the District, through the District President, shall have the authority to instruct the Waterloo Region District School Board to deduct the levy amount by payroll deduction from every OSSTF D24 member, with part-time members paying the same portion of the levy as they receive in salary. (A.08)

- 8.5.2.1 Such monies shall accrue to the chequing or savings account of the District for the purposes of paying for District expenditures (not for augmenting b.u. rebates). (A.08)
- 8.6 If a Special Levy is not approved:
- 8.6.1 the original Budget that required a Special Levy shall be considered to be overruled and,
- 8.6.2 a special meeting of the District Executive shall be called by the District President for the purpose of approving a new budget or a further amended version of the original District budget. (A.08)

8.7 **District Property and Office Building (225 Centennial Court)**

8.7.1 **Transfer of Property to the District**

8.7.1.1 The Council of the Teachers' Bargaining Unit, on May 27, 2002, passed the following motion: BIRT, on the recommendation of the TBU Executive, the TBU Land Reserve of \$115,000 be offered to the District, via the District Executive, as a TBU contribution toward the eventual building of a District Office, subject to the District assuming all relevant costs for its upkeep and continued possession, and the District recognizing that in the event the property is sold, the TBU at that time would accrue its initial financial investment, and any additional monies will accrue to all District 24 Bargaining Units, proportionate to their FTE membership – as confirmed by OSSTF – in the federation year of the date of sale.

District 24 bargaining units, through a motion tabled at District 24 Executive on June 24, 2002 and passed on May 9, 2006, have accepted the offer of the TBU, as follows:

BIRT District Executive accept the TBU's offer of the TBU Land Reserve of \$115,000 as the TBU 's contribution toward the eventual building of a District Office, with the understanding that the District will assume all relevant costs for the property's upkeep and continued possession;

- 1) in the event the Centennial Court property is sold, the TBU at that time will accrue its initial financial investment, and
- 2) any additional monies (i.e., profit), if any, will accrue to all District 24 bargaining units, proportionate to their FTE membership,- as confirmed by OSSTF – in the federation year of the date of sale.

8.7.2 **Transfer of Proceeds of Land and Building (A.16)**

8.7.2.1 District 24 bargaining units, through a motion passed by District Executive on April 13, 2016 have agreed that the following process be used for a virtual sale of the building to define the 2015/ 2016 Bargaining Unit ownership in the District 24 Office Building in dollar amount. The virtual selling price of the building used was \$1,350, 000 in accordance with the 2015 appraisal performed by Antec Appraisal Group.

BIRT District 24 Executive endorses the process outlined below to be used to determine the 2016 District 24 Office Building Bargaining Unit Ownership in dollar amount.

The 2016 Bargaining Unit (BU) ownership in the building was determined by 2 calculations the net A amount and the net B amount.

**Net A amount** = (selling price - \$115,000( TBU initial land investment)) x % of BU Initial down payment

Where % BU down payment =  $\frac{\text{BU Down Payment}}{\text{Final Cost Of Building Construction ( \$1,417,459.17)}}$

BU Initial Down payment	% BU down payment:
at time of build	
ESS = \$150,000	ESS = 10.5823%
PSSP = \$1,000	PSSP = 0.0705%
SM/CA = \$4,500	SM/CA = 0.3175%
TBU = \$900,000	TBU = 63.4939 %

Using the building appraisal value of \$1,350,000, first the \$115,000 land reserve is taken off as owed to the TBU leaving \$1,235,000.

2016 value of BU Initial Investments:

TBU Net A = \$1,235,000 x 63.4939% = \$784,149.66  
 ESS Net A = \$1,235,000 x 10.5823% = \$130,691.40  
 PSSP Net A = \$1,235,000 x 0.0705% = \$870.68  
 SM/CA Net A = \$1,235,000 x 0.3175% = \$3921.13  
 AEI/CW Net A = \$0

**Total Net A Amounts = \$919,632.87**

**Net Amount B** = remaining monies from the sale  
 = (Selling price- \$115,000) – Total of net A – Outstanding Mortgage

Net B monies will be divided between all District 24 Bargaining Units who have been contributing to the relevant costs for upkeep and continued possession at the time of sale, according to % of total District 24 FTE membership as reported by Provincial OSSTF as of September 1st of the school year in which the sale takes place.

**Net B amount** = (\$1,235,000) – Total Net A amounts - Outstanding mortgage

Outstanding Mortgage as of November 2015 = \$58 934

Net B = (\$1,235,000 - \$919,632.87) - \$58,934  
 = \$315 367.20 - \$58 934  
 = **\$256 433.20**

Net B monies divided between the current District BU's according to % of total FTE on Sept. 1st 2015.

BU	Sept. 2015 FTE	% Of Total FTE	Amount Of Net B
AEI/CW	58.1	2.57%	\$6,590.33
ESS	568.4	25.16%	\$64,518.59
PSSP	69.0	3.05%	\$7,821.21
SM/CA	68.4	3.03%	\$7 769.93
TBU	1495.2	66.19%	\$169,733.13
<b>Total</b>	<b>2259.10</b>	<b>100%</b>	<b>\$256,433.20</b>

Total Virtual Bargaining Unit Ownership of District 24 Office (Net A + Net B) after Land reserve (\$115,000) and remaining mortgage (\$58,934) is paid off. (ie. \$1 350 000-\$173 934 = \$ 1 176 066)

<b>BU</b>	<b>2016 Ownership of the District 24 office building in dollar amount</b>	<b>2016 Ownership of the District 24 office building as % of \$1,176,066</b>
AEI/CW	\$6,590.33	0.560%
ESS	\$195,209.99	16.60%
PSSP	\$8,691.89	0.739%
SM/CA	\$11,691.06	0.994%
TBU	\$953,882.79	81.11%
<b>Total</b>	<b>\$1,176,066</b>	<b>100%</b>

The Council of the Teachers' Bargaining Unit, on February 24, 2016, passed the following motion:

BIRT, on the recommendation of the TBU Executive, the TBU agrees to sell 17.01% of their 2016 ownership of the District 24 Office Building to the Custodian And Maintenance Association (CAMA) Bargaining Unit, for the amount of \$200,000.

District 24 Bargaining Units, through a motion passed at District 24 Executive on April 13, 2016 endorse the sale of 17.01% ownership in the District 24 Office Building by The TBU to CAMA for the amount of \$200,000.

BIRT District 24 Executive endorses the sale of 17.01% of the TBU 2016 ownership of the District 24 Office Building to CAMA for the amount of \$200,000. As a result of the sale the District 24 Bargaining Units agree that the 2016 ownership of the District 24 office Building will be redefined according to the chart shown below.

<b>BU</b>	<b>2016 Ownership of the District 24 Office Building in dollar amount</b>	<b>2016 Ownership of the District 24 Office Building as % of \$1,176,066</b>
AEI/CW	\$6,590.33	0.560%
ESS	\$195,209.99	16.60%
PSSP	\$8,691.89	0.739%
SM/CA	\$11,691.06	0.994%
TBU	\$753,882.79	64.10%
CAMA	\$200,000.00	17.01%
<b>Total</b>	<b>\$1,176,066</b>	<b>100%</b>

(A.16)

8.7.3  
8.7.3.1

**Transfer of Proceeds of Land and Building (A.16)**

Further to the agreement stipulated above, District 24 bargaining units have agreed to the

following policy, in the event the land and District 24 Office Building is sold and the monies dispersed:

1. The TBU will receive \$115,000 - the initial investment in land as outlined in 7.7.1.1
2. All Bargaining Units who have 2016 ownership in the District 24 Office Building will receive:

**Net amount A** (selling price - \$115,000) x  $\frac{\text{BU 2016 Ownership Of D24 Office Building in dollar amount}}{\text{2016 Total Dollar ownership of District 24 office Building}}$

The 2016 total dollar ownership of District 24 office Building= \$1,176,066

**Net Amount B** = remaining monies from the sale  
= (Selling price- \$115,000) – Total of net A amounts – Outstanding Mortgage

Net B monies will be divided between all District 24 Bargaining Units who have been contributing to the relevant costs for upkeep and continued possession at the time of sale, according to % of total District 24 FTE membership as reported by Provincial OSSTF as of September 1st of the school year in which the sale takes place. (A.16)

8.7.4  
8.7.4.1

#### **Bargaining Unit Claim**

In the event a District 24 bargaining unit that has 2016 ownership in the District 24 Office Building as outlined in article 7.7.2.1 decertifies from OSSTF, a current appraisal of the District 24 Office Building will be used in a virtual sale of the building according to the process outlined in article 7.7.3 to determine a reimbursement amount owed to the Bargaining Unit. When paid by the District, this reimbursement will constitute any and all claim by that bargaining unit to the District 24 Office Building. (A.16)

## **By-Law 9: District Election Procedures**

- 9.1 Nomination packages will be distributed to Bargaining Unit Presidents and will be posted on the District website by the District President at least six weeks prior to the election. (A.17)
- 9.2 Complete nomination forms must be received by the District Office staff no later than ten (10) calendar days before the date of the election itself. Each nomination form will then be marked as being received, and a copy will be sent to the nominee as confirmation. (A.17)
- 9.3 The nomination form must contain at least five (5) signatures of District 24 members.
- 9.4 Updated list of candidates will be sent out each week until one week prior to the election. The list sent one week prior to the election will be deemed the final list of candidates.
- 9.5 The order of elections at the Annual General Meeting shall be: District President, District Treasurer, District Secretary. (A.14)
- 9.6 Nominations from the floor are only in order in the circumstances where an unsuccessful candidate wishes to be nominated for another position or if the positions remain without a nominee at the time of election.
- 9.7 Where an election does occur, the ballots shall be cast, counted, and the results announced by the Deputy Returning Officer before proceeding to the next Office. (A.14)
- 9.8 Voting shall be by secret ballot. Proxy voting is not permitted.
- 9.9 Balloting shall be supervised and conducted by the Deputy Returning Officer. Each candidate shall provide a scrutineer for the ballot counting. (A.14)
- 9.10 During the counting of the ballots the Chair shall return to other business on the agenda.
- 9.11 After the ballot count has been announced, and if there is no motion to recount, a motion to destroy the ballots shall be in order and voted upon before proceeding to any other business.

- 9.12 An unsuccessful candidate may be nominated from the floor for another position.
- 9.13 Speeches by candidates for election will be up to five minutes in length. A question period of up to ten minutes will be provided for each office with an election.
- 9.14 In the case of more than two candidates running and no candidate receiving a clear majority (50%+1), the candidate with the fewest number of votes shall be dropped from the subsequent ballots until a majority for one candidate is reached.
- 9.15 In the event where three candidates are running and, after the first ballot, the two lowest candidates receive the same number of votes, a ballot will be conducted between those two candidates to determine which candidate's name will stand on the third ballot.
- 9.16 In the event where more than three candidates are running, and the lowest two are tied, both names shall be removed from subsequent ballots.

## **By-Law 10: District Federation Year**

- 10.1 The District Federation Year shall be from July 1 to the following June 30.

## **By-Law 11: AMPA Delegates and Alternates (A.09)**

- 11.1 AMPA delegates allocated to bargaining units will be determined by the FTE membership of the bargaining units that is calculated and confirmed by OSSTF's General Secretary and used to determine the size of the District's AMPA delegation. (A.09)
- 11.2 Each bargaining unit shall be entitled to one AMPA alternate if the allocation of alternates to the District equals or exceeds the number of bargaining units. (A.09)
- 11.3 If the number of alternates allocated to the District exceeds the number of bargaining units, or if a bargaining unit declines to send an alternate generated by 2(a) above, the allocation of such additional alternates will be determined by consensus or by a motion at a regular District Executive meeting prior to AMPA. (A.09), (A.14)
- 11.4 The selection of delegates and alternates will be determined by each bargaining unit respectively. (A.09)

## **By-Law 12: Release Time (A.17)**

- 12.1 The District shall reimburse the District Presidents Bargaining Unit \$3500.00 on a yearly basis to cover the time release for the District President. (A.17)

## **Appendix "A" to the By-Laws of District 24, OSSTF**

### **The Standing Orders of the District Executive**

Established as part of By-Law IV,

#### **A. Conditions of Quality Decision-Making**

1. Proposed items for action should be accompanied by a written resolution prior to consideration.
2. Except in unusual circumstances, District Executive should anticipate its meetings to last no longer than 2 hours.
3. Executive session shall be conducted in accordance with Rule 5.10 of the OSSTF Constitution and Bylaws and; (A.17)

4. The Parliamentary Authority will be as stated in OSSTF Rules of Order, Rule 11 – Authorities. (A.17)

#### **B. Questions of Efficiency and Privilege**

1. Meetings of District Executive will be conducted in a non-smoking and non-alcoholic environment. (A.14)
2. Members of Executive shall be identified by individual signs showing: personal name, position or title and Bargaining Unit. (A.17)
3. Bargaining Units sending substitutions should inform the District President in advance of the meeting.
4. In speaking to written reports, only additional details or brief stress should be added before questions are entertained and/or debate begins.

#### **C. Amendment of Standing Orders of Council**

1. All or any part of these Standing Orders may be amended by a 3/4 majority vote of Executive Members present, qualified to vote and voting, provided that notice of motion shall have been tabled at the Executive meeting previous to the voting referred to above, or at any earlier Executive meeting.

## **The Associated Constitutional Documents of District 24 OSSTF**

### **A. Constitution of the Contingency Reserve Fund**

#### **Article I: Name**

The name of this fund shall be "The Contingency Reserve Fund."

#### **Article II: Object**

The object of the Contingency Reserve Fund shall be:

Solely to provide funds to finance projects that were not provided for in the District Budget approved by the General Membership and which, in the opinion of the District Executive, are of sufficient benefit to District 24 that they should not be delayed until the next fiscal year.

#### **Article III: Management**

1. The Contingency Reserve Fund shall be managed as follows:
  - a. any Expense Function authorized by the District Executive that is not provided for in the District budget shall be paid from the Contingency Fund to a maximum of 25% of the prescribed level of the Contingency Reserve Fund,
  - b. any spending from the Contingency Reserve Fund beyond twenty-five percent (25%) of the prescribed level must be authorized by the approval of the District Executive, (A.17)
  - c. the Financial Statement and Budget shall report the current and proposed levels, respectively, of the Contingency Reserve Fund,
  - d. income generated by the Contingency Reserve Fund shall be income to the

- e. Contingency Reserve Fund, the maximum level of the Contingency Fund is to be twenty thousand dollars (\$20,000). (A.17)
- f. Contingency Fund may be restored to the maximum level by the General Membership on the recommendation of District Executive as part of the annual Budget Approval process.

## **B. Constitution of the Strike Support Reserve Fund**

### **Article I: Name**

The name of this fund shall be "The Strike Support Reserve Fund."

### **Article II: Object**

The object of the Strike Support Reserve Fund shall be:

1. to provide funds to support striking Bargaining Units in OSSTF Districts and/or other unions, as approved by District Executive.

### **Article III: Management**

1. The Strike Support Reserve Fund shall be managed as follows:

- a) all funds donated by District 24 members to support striking employees of recognized unions will be deposited into the Strike Support Reserve Fund, or sent directly to the striking union by the District President, (A.14)
- b) the amount of District surplus monies to be deposited in the Strike Support Reserve Fund shall be determined not later than the September meeting of the District Executive,
- c) the amount determined shall be deposited by the District Treasurer of District 24 in a separate District account maintained for this purpose with a chartered bank, trust company, or credit union,
- d) income generated by the Strike Support Reserve Fund shall be income to the Strike Support Reserve Fund,
- e) the District Executive may establish the optimum amount to be maintained in the Strike Support Reserve Fund and, if the value of the fund should become in excess of such optimum amount, what disposition - if any - is to be made of such excess,
- f) expenditures from the Strike Support Reserve Fund, in accord with Article II of the Constitution of this fund, shall be made by the District Treasurer of District 24 on the recommendations of the District Executive to a maximum of twenty percent (20%) of the fund balance,
- g) any single expenditure exceeding twenty percent (20%) of the Strike Support Reserve Fund balance must be approved by a motion passed unanimously by all representatives of all Bargaining Units on District Executive. (A.14)
- h) the Financial Statement and Budget shall report the current and proposed levels, respectively, of the Strike Reserve Fund. (A.14)

## **C. Constitution of the AMPA Reserve Fund (A.17)**

### **Article I: Name**

The name of this fund shall be "The AMPA Campaign Reserve Fund." (A.17)



## **Article II: Object**

The object of the AMPA Campaign Reserve Fund shall be:

1. to provide financial support for the election campaigns of District 24 members running for an elected position on OSSTF's Provincial Executive, as approved by District Executive,
2. to provide financial support for the election campaigns of District 24 members running for the elected position of OTF Governor, as nominated or approved by the District Executive. (A.14)

1. The AMPA Campaign Reserve Fund shall be managed as follows:

- a) District Executive will approve of any transfers of funds deposited into the AMPA Campaign Reserve Account.
- b) the amount determined shall be deposited by the District Treasurer of District 24 in a separate District account maintained for this purpose [with a chartered bank, trust company, or credit union],
- c) income generated by The AMPA Campaign Reserve Fund shall be income to The AMPA Reserve Fund,
- d) the District Executive may establish the optimum amount to be maintained in the AMPA Campaign Reserve Fund and, if the value of the fund should become in excess of such optimum amount, what disposition - if any - is to be made of such excess,
- e) in an election year, expenditures from the AMPA Campaign Reserve Fund, in accord with Article II of the Constitution of this fund, shall be made by the District Treasurer of District 24 on the recommendations of the District Executive to a maximum of \$10,000. (A.17)
- f) annual expenditures of the AMPA Campaign Reserve Fund balance exceeding the amount outlined in (f) above must be approved by motions passed by representatives of all Bargaining Units on District Executive. (A.14)
- g) the Financial Statement and Budget shall report the current and proposed levels, respectively, of the AMPA Campaign Reserve Fund. (A.14)

## **D. Constitution of the Capital Improvements Reserve Fund (A.08)**

### **Article I: Name**

The name of this fund shall be "The Capital Improvements Reserve Fund." (A.08)

### **Article II: Object**

The object of The Capital Improvements Reserve Fund shall be: (A.08)

1. to provide funds to pay for major capital improvements or additions to the District office facility or grounds (i.e., not regular maintenance or equipment purchases). As approved by District Executive(A.08)

### **Article III: Management**

1. The Capital Improvements Reserve Fund shall be managed as follows: (A.08)

- a) District Executive will approve of any transfers of funds deposited into the Capital Improvement Reserve Fund. (A.08)

- b) The amount budgeted shall be deposited by the District Treasurer of District 24 in a separate District account maintained for this purpose with a chartered bank, trust company, or credit union, (A.08)
- c) Interest generated by the Capital Improvements Reserve Fund shall be income to The Capital Improvements Reserve Fund, (A.08)
- d) The District Executive may establish the optimum amount to be maintained in the Capital Improvements Reserve Fund and, if the value of the fund should become in excess of such optimum amount, what disposition – if any – is to be made of such excess, (A.08)
- e) The Financial Statement and Budget shall report the current and proposed levels, respectively, of the Capital Improvements Reserve Fund. (A.14)

**E. Constitution of the Member Assistance Budget Line and Reserve Fund (A.17)**

**Article I: Name**

The name of this budget line and reserve fund shall be “Member Assistance”.

**Article II: Object**

The object of the budget line and reserve fund “Member Assistance” is to provide funds for District 24 members who find themselves in extreme financial distress due to prolonged illness, accident or extreme emergency.

**Article III: Management**

1. The Member Assistance budget line and reserve fund shall be managed as follows:
  - a. any Bargaining Unit may bring to the attention of the District Executive a request for member assistance.
  - b. the District Executive shall enter into Executive Session to discuss and debate the request.
  - c. the allocation of funds shall be in accordance with the policies and procedures as outlined in the current OSSTF benevolent council application.
  - d. the amount of the budget line will be set through the approval of the District Budget.
  - e. any funds not used on an annual basis will be transferred to the Member Assistance Reserve Fund.
  - f. the Member Assistance Reserve Fund shall not exceed \$5000.00.

## **Policies** (A.09)

### **Anti-Harassment Policy**

#### **A. Principles of Respectful Workplace and Federation Environments** (A.16)

1. OSSTF District 24 expects co-operation from all OSSTF members in maintaining a respectful federation environment that is free of harassment and bullying.
2. OSSTF District 24 views harassment and bullying as unacceptable and any member who is responsible for this type of conduct is subject to union discipline, as per OSSTF provincial, district and bargaining unit constitutions, by-laws and policies.
3. District 24 members who are harassed or bullied are entitled to report the incident or behaviours to the designated Anti-Harassment Officer at a federation meeting or activity, or to a designated presiding officer.
4. District 24 members are entitled to seek assistance from the District Office or through their Bargaining Unit President to address incidents of bullying or harassment.
5. District 24 members are entitled to make complaints without reprisal or threat of reprisal. District 24 members engaging in any retaliation or reprisal resulting from a complaint of harassment or bullying are subject to appropriate union disciplinary action.
6. District 24 members who make frivolous or vexatious complaints of harassment or bullying against other OSSTF Members are subject to appropriate union disciplinary action.
7. District 24 federation members who have the responsibility for addressing offensive behaviours covered by this policy will take prompt appropriate action to address acts of harassment and bullying.
8. Any guest or visitor participating in union business who is responsible for offensive conduct that constitutes harassment or bullying against OSSTF District 24 members will be subject to a prompt union response, including any measures available under the Education Act, civil law, and criminal law.
9. An up-to-date copy of the District 24 “District 24 Anti-Harassment Policy,” will be posted on the District’s website.
10. On an annual basis, and additionally as necessary, District 24’s bargaining units will review the District’s policy with their executives, councils and standing committees.

#### **B. Policy and Procedures**

OSSTF District 24 is committed to:

- providing a workplace and a union environment that is free from harassment and discrimination;
- fostering the goodwill and trust necessary to protect the rights of all individuals within the organization;

- neither tolerating nor condoning behaviour that undermines the dignity or self-esteem of individuals or the integrity of relationships; and
- promoting mutual respect, understanding and co-operation as the basis of interaction among all members.

### **What is Harassment?**

Harassment and discrimination can take many forms and may be verbal 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.

These actions may relate to, but are not restricted to, an individual's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, age, record of offences, religion, marital status, socio-economic status, family status, mental or physical disability.

### **What is not Harassment?**

Vigorous professional debate or disagreement during federation discussions or during meetings, in and of itself, does not constitute harassment. Similarly, firm advice given by federation officers/ representatives does not constitute harassment nor do innate personal attributes in and of themselves, such as a naturally loud voice or substantial physical size.

**Sexual Harassment:** may include, but is not limited to: offensive behaviour, comments and/or gestures; sexual advances or remarks; requests for sexual favours; a reprisal, or threat of reprisal, for rejection of a sexual advance or request for sexual favours; the display of exploitive material.

**Racial and Ethno-cultural Harassment:** may include, but is not limited to: ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically, based on race or ethnic origin; displaying offensive or derogatory materials of a racist nature; refusal to work with a person because of race or ethnicity.

**Sexual Orientation Harassment:** may include, but is not limited to: ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically, based on sexual orientation; displaying offensive or derogatory materials of a homophobic nature; refusal to work with a person because of sexual orientation.

### **What to do if you are harassed or discriminated against at an OSSTF District 24 sponsored activity:**

Every individual has the right to decide how to respond to harassment and discrimination. Depending on the circumstances, a member may wish to address a problem by doing one of the following:

- discussing it directly with the individual involved;
- seeking assistance to reach an informal resolution;
- filing a formal complaint.

### **OSSTF District 24 Complaint Resolution Procedure:**

#### **Step 1**

The member, or an advocate acting on behalf of the member, verbally or in writing, should make

known to the individual that their conduct/behaviour constitutes harassment or discrimination and is unwelcome. The member, or advocate, should request that the offensive behaviour(s) cease.

**Step 2**

If the member (or advocate) is not comfortable approaching the individual or if there is a recurrence of such behaviour(s) following a resolution at Step 1, the member should approach a designated Anti-Harassment Officer at the activity and ask this Officer to act on his/her behalf. If no Officer has been designated, the member should approach the OSSTF representative in charge of the event or activity (i.e., the Presiding Officer), and request the complaint be addressed.

**Step 3**

The Anti-Harassment Officer (or appropriate designate) will investigate the complaint promptly, including separately interviewing the parties and any witnesses, with a view to resolving the problem informally and having any offensive behaviour(s) stop. Resolutions at this stage may include (but are not limited to): dismissal of the complaint as vexatious or frivolous, a verbal apology, a warning from the presiding federation officer, or relocation of the respondent within the venue. If, in the judgment of the presiding federation officer, the offending member should leave the activity or event, such a request will be made, and appropriate steps taken to ensure compliance.

**Step 4**

If the complaint cannot be resolved informally, the Anti-Harassment Officer will ensure that the federation event or activity can proceed without further harassment. The complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the District President or designate for action. As per District 24's Anti-Harassment Policy, the District President or designate, will conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.

The complainant may request local Bargaining Unit Officers to assist in filing the written complaint. The respondent may request local federation officers to assist in preparing a rebuttal, defence, or appeal.

Decisions made by the District President may be reviewed by District Executive on the request of the member. None of the above restricts a member's right to file a complaint with the Ontario Human Right Commission or make a complaint to police.

**Anti-Harassment Appeals Procedure**

Members of District 24 affected by a decision resulting from a complaint under the District's Anti-Harassment Procedure may appeal this decision using the following procedure:

**Step 1**

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

**Step 2**

Within two days of receiving the request, the District Executive shall appoint three members of the District Executive (herein called the Appeals Committee) to consider the appeal.

**Step 3**

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

**Step 4**

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

**Step 5**

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

**Step 6**

The decision of the Appeals Committee shall be consistent with the District's Anti-Harassment Policy and Procedure.

**Step 7**

The Appeals Committee shall report the decision on the Appeal to the District Executive within 5 days after the meeting at which the Appeal is considered.

**Step 8**

Within two days of receiving the decision of the Appeals Committee, the District Executive/President shall communicate the decision to the Appellant in writing.

**Step 9**

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