

CONSTITUTION AND BYLAWS
OF THE
EDUCATIONAL SUPPORT STAFF BARGAINING UNIT (ESS)
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 9, GREATER ESSEX

July 1, 2023

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ARTICLE 1 - CONSTITUTION DEFINITIONS

In this constitution:

- 1.1 "Bargaining Unit" shall be the Educational Support Staff (ESS), which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
- 1.2 "By-Laws" shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.
- 1.3 "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- 1.4 "District" shall mean District 9, Greater Essex, OSSTF.
- 1.5 "Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 1.6 "Member" shall mean an active member (in good standing) of the ESS Bargaining Unit who is a member of OSSTF.
- 1.7 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 1.8 "Workplace Representative" shall mean a Member of the Bargaining Unit in each workplace who has been designated to coordinate OSSTF activities at a workplace.

ARTICLE II - NAME

- 2.1 This organization shall be known as the Educational Support Staff Bargaining Unit (hereafter and herein referred to as ESS) of District 9, Greater Essex of the Ontario Secondary School Teachers' Federation (hereafter and herein referred to as OSSTF).

ARTICLE III- OBJECTS

- 3.1 The ESS shall strive to achieve the objects specified in Article 3 of the Provincial Constitution of OSSTF.
- 3.2 The objects of the ESS Bargaining Unit shall be to:
 - 3.2.1 first and foremost protect its members, both individually and collectively in their profession and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;
 - 3.2.2 secure and maintain for all active members of the ESS equal collective bargaining rights including the right to strike;
 - 3.2.3 bargain collectively on behalf of its active members;
 - 3.2.4 promote and advance the cause of education;
 - 3.2.5 promote a high standard of professional ethics and a high standard of professional competence;
 - 3.2.6 secure for members' active participation in formulating policies and practices affecting education;
 - 3.2.7 work toward control of our professional destiny;
 - 3.2.8 promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, students and the community;
 - 3.2.9 support and promote equal opportunity for members, employees and students;
 - 3.2.10 foster and promote the dignity of all persons regardless of race, religion, sexual orientation or cultural origin, gender; and

3.2.11 support and promote equal opportunities for members, employees and students.

ARTICLE IV - MEMBERSHIP

Active members of the ESS shall include all employees of The Greater Essex County District School Board employed as Educational Support Staff.

4.1.1 Active members in good standing shall have voting rights.

4.2 Retired ESS members shall be non-voting and referred to as honorary members.

ARTICLE V - ORGANIZATION OF THE ESS

5.1 There shall be an ESS EXECUTIVE consisting of the following voting members:

5.1.1 President

5.1.2 Vice-President

5.1.3 Past President or Second Vice-President (if Past President position is vacant)

5.1.4 Recording Secretary

5.1.5 Treasurer

5.1.6 Executive Representatives

5.1.6.1 The number of Executive Representatives will be a number that makes the full Educational Support Staff Executive complement eleven (11) elected members.

5.1.7 Equity Officer

5.2 The Chief Negotiator shall be a non-voting member of the ESS Executive.

5.2.1 Notwithstanding Article 5.2, a Chief Negotiator who also holds a position as an elected Executive Officer, shall be deemed a voting member (ex-officio) of the ESS Executive.

5.3 There shall be **ESS DISTRICT COUNCILLORS** to represent the ESS at meetings of District Council. The number of ESS District Councillors shall be as specified in the District Constitution.

5.4 Whenever possible, there shall be one **ESS WORKPLACE REPRESENTATIVE** at every ESS worksite.

5.5 Other elected or appointed Officers of the ESS shall be members of District Standing Committees and any other representative deemed necessary by the ESS.

5.6 The term of office for elected Executive Officers and ESS Representatives shall be from July 1st to June 30th as follows:

5.6.1 President (two year term) and elected in even years

5.6.2 First Vice President (two year term) and elected in odd years

5.6.3 Recording Secretary (two year term) and elected in even years

5.6.4 Treasurer (two year term) and elected in even years

5.6.5 Executive Representatives (two year term) and elected in odd years

5.7 Whenever possible, there shall be ESS Representatives appointed to the following District and/or Board Committees/Councils;

5.7.1 Labour Council

5.7.2 Communication/Political Action Committee

5.7.3 Educational Services Committee

5.7.4 Equity Committee

5.7.5 Scholarship Committee

5.7.6 Health and Safety Committee

5.7.7 United Way Committee

- 5.7.8 Special Education Advisory Committee Observer
- 5.7.9 Joint Employee Assistance Program
- 5.7.10 Student Placement Committee;
- 5.7.11 Board Mental Health Committee and
- 5.7.12 as needed for other initiatives.
- 5.8 The ESS Bargaining Unit shall have up to three full-time equivalent release positions as follows:
 - 5.8.1 the Bargaining Unit President;
 - 5.8.2 the Bargaining Unit First Vice President; and
 - 5.8.3 The Bargaining Unit Second Vice President.

ARTICLE VI- AMENDMENTS

- 6.1 Amendments to this constitution and by-laws may be made at any duly constituted meeting of the ESS in the following manner:
 - 6.1.1 by a two-thirds (2/3) vote of the members present, qualified to vote and voting, provided that notice of the proposed amendment shall have been given to the Recording Secretary at least fifteen (15) days prior to the meeting and provided that written notice of the proposed amendment has been posted/mailed to the membership of the ESS at least five (5) days prior to the meeting; or
 - 6.1.2 by a nine-tenths (9/10) vote of the members present, qualified to vote and voting, if notice in 6.1.1 has not been given.

ARTICLE VII - REPUGNANCY

Any part of this Constitution, or any amendment thereto, which is repugnant to the Provincial Constitution of the OSSTF and/or the District Constitution of OSSTF, District 9 is hereby declared null and void.

BYLAW I - DUTIES OF THE ESS EXECUTIVE OFFICERS

- 1.1 It shall be the duty of the ESS PRESIDENT to:
 - 1.1.1 Call and preside over all meetings of the ESS Executive and the ESS membership;
 - 1.1.2 Call a meeting of the ESS Executive if so requested in writing by two members of the ESS Executive;
 - 1.1.3 Call a General Meeting of the ESS membership within three (3) weeks of receipt of a petition for the same signed by at least fifteen per cent (15%) of the ESS Executive;
 - 1.1.4 Represent the ESS on the District Council;
 - 1.1.5 Represent the ESS on the District Executive;
 - 1.1.6 Attend Board Meetings, whenever possible;
 - 1.1.7 Act on all ESS Committees (ex-officio), whenever possible;
 - 1.1.8 Receive, answer and disseminate all correspondence;
 - 1.1.9 Inform the ESS Executive of business arising in the office;
 - 1.1.10 act as Bargaining Unit Contract Maintenance Officer or appoint an ESS Executive member as the Contract Maintenance Officer;

- 1.1.11 file grievances at Step 1 in accordance with the Collective Agreement;
 - 1.1.12 provide for the collection and transmission of information to the members;
 - 1.1.13 prepare the agenda for any ESS membership meeting in co-operation with the ESS Executive, and distribute and/or post the agenda to the membership of the ESS no later than five (5) days prior to the ESS meeting, whenever possible;
 - 1.1.14 maintain regular liaison with the District President;
 - 1.1.15 submit to the District Secretary any resolutions from the ESS for consideration at District Council Meetings;
 - 1.1.16 submit a written report, for the Annual Meeting of the ESS;
 - 1.1.17 be a member of the ESS Collective Bargaining Committee;
 - 1.1.18 be a member of the ESS Labour Management Committee;
 - 1.1.19 be the ESS Executive Officer with full-time release to assume Federation duties;
 - 1.1.20 attend Provincial Council Meetings and;
 - 1.1.21 be a delegate to the Annual Meeting of the Provincial Assembly of OSSTF (AMPA); and
 - 1.1.22 if unable to attend Provincial Council Meeting(s), arrange for a bargaining unit designate to attend.
 - 1.1.23 to report regularly to the District Executive, the District Council, the ESS Executive and the ESS membership on decisions made at Provincial Council.
 - 1.1.24 give approval of all individual professional development funds
- 1.2 It shall be the duty of the **ESS VICE-PRESIDENT** to:
- 1.2.1 Act in the ESS President's absence at his/her request;
 - 1.2.2 Assist the ESS President with any of his/her duties at his/her request; and
 - 1.2.3 Attend District Council meetings.
- 1.3 It shall be the duty of the **ESS RECORDING SECRETARY** to:
- 1.3.1 Keep records and minutes of ESS meetings;
Arrange for the distribution to each member of the ESS Executive the minutes of the ESS Executive meetings; and
 - 1.3.3 Arrange for the posting of the minutes of ESS Membership Meetings.
 - 1.3.4 To attend District Council meetings
- 1.4 It shall be the duty of the **ESS TREASURER** to:
- 1.4.1 Oversee matters related to the ESS funds;
 - 1.4.2 Keep account of monies received and disbursed by the financial institution;
 - 1.4.3 Prepare a financial report and a projected budget in conjunction with the District Treasurer and ESS Executive for presentation at the ESS Annual Meeting;
 - 1.4.4 Approve appropriate expenditures of the ESS before expense forms are submitted for payment to the District Treasurer;
 - 1.4.5 To attend District Council meetings
- 1.5 It shall be the duty of the **ESS EXECUTIVE REPRESENTATIVES** to:
- 1.5.1 Bring forward to the ESS Executive issues from members at large;
 - 1.5.2 Share non-confidential information with members; and
 - 1.5.3 Perform other duties assigned by the ESS Executive.
 - 1.5.4 To attend District Council Meetings

- 1.6 It shall be the duty of the **ESS CHIEF NEGOTIATOR** to:
 - 1.6.1 Attend meetings of the ESS Executive and report on the status of negotiations;
 - 1.6.2 Attend meetings of the Collective Bargaining Committee;
 - 1.6.3 Attend Board meetings or other relevant meetings that may impact negotiations, whenever possible;
 - 1.6.4 Attend Labour Management Meetings;
 - 1.6.5 Lead the ESS Negotiating Team at the bargaining table;
 - 1.6.6 Remain in the office of Chief Negotiator until the ratification of the collective agreement under negotiation;
 - 1.6.7 Report to the membership on a regular basis on the status of negotiations, in conjunction with the ESS President;
 - 1.6.8 report to the membership at General Membership Meetings on behalf of the Negotiating Team and the Collective Bargaining Committee; and
 - 1.6.9 Perform other duties as assigned by the Bargaining Unit Executive.
 - 1.6.10 to attend provincial meetings and conferences where the Chief Negotiator is requested by the province to attend when possible.
- 1.7 It shall be the duty of the **EQUITY OFFICER** to:

BYLAW 2 - DUTIES OF THE ESS EXECUTIVE

- 2.1 It shall be the duty of the **ESS EXECUTIVE** to:
 - 2.1.1 Attend meetings of the ESS Executive;
 - 2.1.2 Administer the business of the ESS between Membership Meetings;
 - 2.1.3 Act in the name of the ESS between Membership Meetings of the ESS;
 - 2.1.4 Ensure members receive fair representation under the Labour Relations Act;
 - 2.1.5 File grievances at Step 1 if not filed under Bylaw 1.1.11
 - 2.1.6 Approve grievances moving to Step 2 or Arbitration in accordance with the Collective Agreement;
 - 2.1.7 Communicate regularly with the Provincial Office of OSSTF, District Council and the ESS members regarding management of ESS business;
 - 2.1.8 Give final approval to the ESS negotiating brief;
 - 2.1.9 Give final approval of the ESS Negotiating Team and the ESS Chief Negotiator after receiving the recommendation of the ESS Collective Bargaining Committee under Bylaw 7.1.3.5;
 - 2.1.10 appoint ESS members to non-elected vacancies;
 - 2.1.11 appoint replacements to the ESS Executive or ESS Representative positions as required;
 - 2.1.11.1 to appoint District Councillor and Alternate vacancies; and
 - 2.1.12 appoint an Ad Hoc Pay Equity Maintenance Committee of at least two (2) ESS Executive Members as required.
 - 2.1.12.1 Appoint members of the joint steering committee for the purposes of Pay Equity
 - 2.1.12.2 Appoint members of the joint job evaluation committee for the purposes of Pay Equity
 - 2.1.12.3 Appoint members of the job class representatives for the completion of questionnaires for the purposes of Pay Equity
 - 2.1.13 to appoint five (5) members to the ESS Bargaining Unit Appeal Committee as defined in Bylaw 13 prior to September 30 of each year.
 - 2.1.14 where a temporary vacancy of at least three consecutive meetings within one federation

year is created because of a member's statutory leave, or other extenuating circumstance, the OSSTF-ESS Executive may choose to fill the vacancy temporarily by an appointment of an active OSSTF-ESS member.

Where a vacancy of three consecutive meetings occurs, the OSSTF-ESS Executive may consider a new appointment to fill the vacancy at the start of the second year of a two-year term.

BYLAW 3 – DUTIES OF THE ESS DISTRICT COUNCILLORS

3.1 It shall be the duty of the **ESS DISTRICT COUNCILLORS** to:

3.1.1 Attend District Council meetings of District 9, OSSTF.

BYLAW 4 - DUTIES OF THE ESS MEMBERSHIP

4.1 It shall be the duty of the ESS MEMBERSHIP to:

4.1.1 Elect the ESS Officers and Delegates as defined in Bylaw 9 at the Annual Meeting;
Be responsible to read all correspondence sent to the members from the Provincial Office, District and/or ESS Bargaining Unit;

4.1.3 Respond to requests for information from ESS Officers;

4.1.4 Receive and adopt Constitutional and Bylaw amendments necessary for the transaction of ESS business;

4.1.5 Approve the ESS Budget and related motions;

4.1.6 Approve any collective agreement negotiated on behalf of the members of ESS;

4.1.7 Uphold the terms of the ESS Collective Agreement;

4.1.8 Honour the Provincial, District and Bargaining Unit Constitutions; and

4.1.9 On making an adverse report on another member furnish that member with a written statement of the report no later than three (3) days after making the report.

4.2 DUTIES OF THE ESS EDUCATIONAL SERVICES OFFICER

4.2.1 It shall be the duty of the **Educational Services Officer** to:

4.2.2 To attend meetings of the District Educational Services Committee;

4.2.3 To liaise with the District Educational Services Officer; and

4.2.4 To assist the District Educational Services Committee implement professional development opportunities for members of the ESS.

4.3 DUTIES OF THE ESS HEALTH AND SAFETY OFFICER

4.3.1 It shall be the duty of the Health and Safety Officer to:

4.3.2 To attend meetings of the District Health and Safety Committee;

4.3.3 To liaise with the District Health and Safety Officer; and

4.3.4 To assist the District Health and Safety Committee organize District Health and Safety initiatives.

BYLAW 5 - DUTIES OF ESS WORKPLACE REPRESENTATIVES

5.1.1 It shall be the duty of the **ESS WORKPLACE REPRESENTATIVES** to:

5.1.2 Circulate materials and e-mails received, to all members at the worksite;

5.1.3 Encourage input and involvement in OSSTF and ESS activities;

- 5.1.4 Maintain the ESS Workplace Information bulletin board; and
- 5.1.5 Respond to requests for information from the Provincial Office, District and/or ESS Bargaining Unit.
- 5.1.6 To regularly attend workplace representative meetings or send a designate.

BYLAW 6 - DUTIES OF AMPA DELEGATES

- 6.1 It shall be the duty of the **AMPA DELEGATES** to:
 - 6.1.1 Represent the membership at the required meetings; and
 - 6.1.2 Provide reports to the ESS Executive outlining business conducted at AMPA.

BYLAW 7 - ESS STANDING COMMITTEES

- 7.1 ESS Collective Bargaining Committee
 - 7.1.1 The ESS Collective Bargaining Committee shall be composed of up to twelve (12) members elected by the membership.
 - 7.1.2 The ESS Collective Bargaining Committee shall elect from its voting membership:
 - 7.1.2.1 Chairperson
 - 7.1.2.2 Vice-Chairperson
 - 7.1.2.3 Recording Secretary.
 - 7.1.3 The Terms of Reference of the ESS Collective Bargaining Committee shall be to:
 - 7.1.3.1 Invite and consider proposals from the ESS membership prior to developing the negotiations brief;
 - 7.1.3.2 Review, maintain and update material pertaining to the articles of the collective agreement;
 - 7.1.3.3 Develop the negotiations brief;
 - 7.1.3.4 Recommend changes in goals and policies to the ESS Executive, as required;
 - 7.1.3.5 Recommend to the ESS Executive the members of the Collective Bargaining Committee to serve as the ESS Negotiating Team, including which member of the recommended ESS Negotiating Team should serve as the ESS Chief Negotiator;
 - 7.1.3.5.1 The ESS Negotiating Team will consist of the ESS President and up to four (4) additional members; and
 - 7.1.3.5.2 The ESS Chief Negotiator recommended will be one of the members of the ESS Negotiating Team outlined in 7.1.3.5.1.
 - 7.1.3.6 Members of the Collective Bargaining Committee who are not members of the ESS Executive will act as a Grievance and Arbitration Appeals Committee when necessary.
 - 7.1.4 The ESS Chief Negotiator, the ESS Negotiating Team and the ESS Collective Bargaining Committee will remain intact until ratification of the Collective Agreement.
 - 7.1.4.1 Notwithstanding 7.1.4, the Collective Bargaining Committee will continue to act as the Grievance and Arbitration Appeals Committee as outlined in Bylaw 7.1.3.6 until a new Collective Bargaining Committee is elected.

7.2 ESS Labour Management Committee

- 7.2.1 The ESS Labour Management Committee will be comprised of:

- 7.2.1.1 The ESS President;
- 7.2.1.2 The ESS Chief Negotiator;
- 7.2.1.3 Up to three (3) ESS Executive Representatives; and
- 7.2.1.4 Any other members as required.
- 7.2.2 The ESS President will be the Chairperson of the ESS Labour Management Committee.
- 7.2.3 The Terms of Reference for the ESS Labour Management Committee will be to attend Labour Management Meetings with the Board to consider matters pertaining to or arising out of the implementation of the ESS Collective Agreement, or any matters that affects ESS-Board relations.

BYLAW 8 - ESS MEETINGS

- 8.1 The ESS Executive shall meet at the call of the ESS President.
- 8.2 The ESS membership shall meet:
 - 8.2.1 For its Annual Meeting; and
 - 8.2.2 at other times at the call of the ESS Executive.
- 8.3 The quorum for ESS meetings shall be:
 - 8.3.1 for an ESS Executive Meeting, fifty per cent (50%) of the members of the ESS Executive; and
 - 8.3.2 For an ESS Membership Meeting, majority of those members present, qualified to vote and voting.
- 8.4 For the transaction of special business, the regular Order of Business may be suspended by two-thirds (2/3) vote of those present, qualified to vote and voting.
- 8.5 Appeal from the ruling of the chair shall be decided by a majority vote of those present, qualified to vote and voting.
- 8.6 The standard source of rulings shall be Robert's Rules of Order.
- 8.7 As soon as possible after amendments to the ESS Constitution and bylaws are made, a revised copy will be made available to the membership.
- 8.8 Ratification of the ESS Collective Agreement will be dealt with as follows:
 - 8.8.1 Any amendment to the ESS Collective Agreement shall be made available to each member at least forty-eight (48) hours before a membership meeting;
 - 8.8.2 the Collective Agreement will be voted on at a Membership Meeting; and
 - 8.8.3 Ratification of the ESS Collective Agreement shall be separate and unique for ESS members as defined in Article 3.1. and Article 3.1.1.

BYLAW 9 - ELECTIONS

- 9.1 Nominations for ESS Officers and Delegates shall be:
 - 9.1.1 Accepted if submitted by fax or e-mail from the mover and seconder into the ESS Office during the period identified by the ESS Executive as “call for nominations”; and
 - 9.1.2 The “call for nominations” period will be no less than ten (10) working days.
- 9.2 Elections for ESS Officers and Delegates shall be:
 - 9.2.1 Conducted by secret ballot of those members present, qualified to vote and voting; and
 - 9.2.2 The member with the highest number of votes shall be declared elected.
- 9.3 Elections for the following Officers and Delegates shall be open to any ESS member as

defined in Article 4.1 and Article 4.1.1 and will be done in the following order in the years in which they are to be elected:

- 9.3.1 President
- 9.3.2 Vice-President
- 9.3.3 Second Vice-President (~~if the Past President Position is vacant~~)
- 9.3.4 Recording Secretary
- 9.3.5 Treasurer
- 9.3.6 Executive Representatives
- 9.3.7 AMPA Delegates and Alternates
- 9.3.8 Equity Officer
- 9.3.9 ESS Representatives for other positions, as required.
- 9.4 Upon the ratification of a Collective Agreement, a new Collective Bargaining Committee shall be elected as per Bylaw 7 and Bylaw 9 no less than eight (8) months prior to the expiration of the current Collective Agreement.
- 9.5 At any Annual General Meeting or at any ESS Bargaining Unit elections meeting, a candidate who was defeated in an election for one Executive Officer position may declare their candidacy for another.
- ~~9.5 Defeated candidates shall be considered nominees for office as follows:~~
- ~~9.5.1 a defeated candidate for 1st Vice President may choose to be considered a candidate for 2nd Vice President;~~
- ~~9.5.2 a defeated candidate for 2nd Vice President may choose to be considered a candidate for Executive Representative;~~

Nominations Committee for Educational Support Staff ~~Elections~~

- 9.6 The Committee shall have a one-year term
- 9.6.1 Composition:
- 9.6.2 Chairperson-to be appointed by the members of the Nomination Committee.
- ~~9.6.2 Chairperson will be named by ESS Executive at the second ESS Executive meeting of the school year.~~
- 9.6.3 five (5) members appointed by the ESS Executive. Any member in good standing may apply to the President of the ESS Bargaining unit after a notice of application has been given to the membership for a period of no less than 7 working days.
- 9.6.4 Members who are candidates over which the committee has jurisdiction must recuse themselves from the committee for the duration of the election period
- 9.6.5 Duties:
- 9.6.6 to inform candidate(s) within 24 hours of further nominations to the position
- ~~9.6.7 to report to the membership the results of any election within five (5) school days of the election.~~
- ~~9.6.8 in consultation with the Field Secretary provide clarification of campaign election procedures.~~
- 9.6.7 To report to the membership the results of any election or by-election within five (5) school days of the election or by-election.

9.6.8 In consultation with the Field Secretary provide clarification of any campaign

election or by-election procedures: and

9.6.9 In consultation with the Field Secretary, conduct the portion of the ESS Annual General Meeting relating to the election of officers

9.7 Campaign Procedures

Information

9.7.1 Candidates will have access to the following upon request:

9.7.2 A full list of the District/Bargaining Unit members. A full set of mailing labels that include the name and work locations of members, or delegates if applicable

9.7.3 Personal mailing addresses will not be provided.

Campaigning

9.7.4 Campaigning shall not interrupt instructional periods of the school day.

Literature

9.7.5 Literature outlining your candidacy may be sent to member's work locations.

9.7.6 Literature can be sent through the courier.

9.7.7 Literature can be forwarded to the nominations committee for posting on the D9 ESS Website election page for all candidates to present themselves to the membership.

9.7.8 Literature must NOT be distributed or displayed at the Election meeting inside or outside the meeting hall.

Endorsements

9.7.9 Endorsements may be sought from any member of the Educational Support Staff Bargaining Unit.

9.8 Candidates for positions for which an election is required shall be given up to 3 minutes to speak prior to the elections for these positions.

9.9 Should a full-time release Officer position become vacant, prior to the end of the term appointment, the vacancy/vacancies shall be filled through a By-election.

9.10 Nominations for the position(s) shall be accepted if submitted by fax or email, from the mover and the seconder into the ESS office during the period identified by the ESS Executive as a "call for nominations".

9.11 The "call for nominations" period will be no less than ten (10) working days.

9.12 By-elections for full time release Officer positions shall be open to any ESS member as defined in Article 4.1.

9.13 Candidates must adhere to all conditions set out in Bylaw 9.7 Campaign Procedures.

9.14 Elections will be held ten (10) working days after the "call for nominations" period has closed and shall be conducted by secret ballot of those members present, qualified to vote and voting.

9.15 The candidate with the highest number of votes shall be declared elected.

BYLAW 10 - DUES

10.1 The amount of annual dues/levies shall be:

- 10.1.1 as prescribed in the Bylaws of the Provincial OSSTF;
- 10.1.2 as prescribed in motions passed at the District Annual Meeting; and
- ~~10.1.3 for the ESS Bargaining Unit levy, set at 0.167% of each member's gross salary and deducted from every pay.~~
- 10.1.3 For the ESS Bargaining Unit levy set at 0.125% of each member's gross salary and deducted from every pay.
- 10.1.4 Levy amounts may be adjusted to reconcile with the ESS Bargaining Unit's Surplus Funds as stated in Bylaw 15.12.6.

BYLAW 11 – APPOINTMENTS

- 11.1 Members interested in sitting on various Committees and Councils as defined in Article 5.7 shall submit their name to the ESS Office during the period declared as “call for appointments”.
- 11.2 At the May ESS Executive Meeting the President will present the names of interested Members.
- 11.3 The ESS Executive shall appoint members to sit on the Committees/Councils.
- 11.4 Members appointed to the Committee/Councils shall be notified as soon as possible after the decision is made.
- 11.5 The number of appointments for each Committee/Council will be based on the number of Representatives required to fill the ESS vacancies.

BYLAW 12 ANTI-HARASSMENT AND ANTI-BULLYING POLICY

- 12.1 The ESS Bargaining Unit Shall have an Anti-Harassment and Anti-Bullying Policy and procedure to be followed by all members at OSSTF workplaces and functions.
- 12.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the ESS Bargaining Unit Executive.
- 12.3 At the beginning of each OSSTF-ESS meeting, the Chair of the meeting shall appoint an Anti-Harassment Officer. The appointee shall be familiar with the OSSTF-ESS Anti-Harassment Policy and Procedure.
- 12.4 OSSTF Anti-Harassment Statement
 - 12.4.1 A member of OSSTF has the right to a workplace and union environment free from harassment and bullying.
 - 12.4.2 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.
 - 12.4.3 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.
 - 12.4.4 However, acts of harassment and discrimination are always degrading, unwelcome and coercive: They are always unacceptable.
 - 12.4.5 As members of OSSTF, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate intimidating,

- demeaning, hostile and aggressive behaviour against another member. We cannot condone these behaviours when we witness them. As OSSTF members, we must speak out against this conduct and stand together to protect human rights. We must take action.
- 12.4.6 OSSTF 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 sponsored OSSTF events and meetings.
- 12.4.7 Any member 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 District 9 Educational Support Staff Policies and Bylaws and the Resolution and Complaint Procedure

12.5 **District 9 ESS OSSTF Resolution and Complaint Procedure**

- 12.5.1 A member who believes he/she has been the target of harassment or discrimination at an OSSTF meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.
- 12.5.2 As a first step, the member should make it clear to the perpetrator that he/she finds 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.
- 12.5.3 If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, he/she should speak with the designated Anti-Harassment officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the person(s) in charge and ask that someone be appointed.
- 12.5.4 The designated Anti-Harassment officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated Anti-Harassment officer(s), with the approval of the Educational Support Staff (E.S.S.) President and/or designate, may remove the respondent temporarily from the meeting if circumstances warrant.
- 12.5.5 The investigation shall be handled confidentially; however, all complaints will be reported by the designated Anti-Harassment officer(s) to the E.S.S. President and/or designate.
- 12.5.6 If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the Anti-Harassment officer for action and it shall be the joint responsibility of the E.S.S. President and/or designate and the Anti-Harassment officer in charge to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. The parties involved will receive a written report stating the findings and any action taken.
- 12.5.7 Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the president of the appropriate body.
- 12.6 The E.S.S. Executive on the request of a member may review decisions.

- 12.7 The E.S.S. President and/or designate shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.
- 12.8 None of the above restricts a member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to police.

BYLAW 13 ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

- 13.1. Members of the ESS Bargaining Unit affected by a decision resulting from a complaint under the ESS Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
 - 13.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the ESS Bargaining Unit Executive for an Appeal Hearing.
 - 13.1.2 Within two days of receiving the request, the ESS Bargaining Unit Executive shall appoint three members of the ESS Bargaining Unit Appeals Committee to consider the appeal
 - 13.1.3 Within three days, the ESS Bargaining Unit Appeal Committee shall meet to consider the appeal.
 - 13.1.4 The ESS Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings and the decision.
 - 13.1.5 Following the review, the Committee shall either confirm or modify the decision.
 - 13.1.6 The decision of the ESS Bargaining Unit Appeal Committee shall be consistent with the ESS Bargaining Unit Anti-Harassment and Anti-Bullying Policy and procedures.
 - 13.1.7 The ESS Bargaining Unit Appeal Committee shall report the decision on the Appeal to the ESS Bargaining Unit Executive within five (5) days after meeting at which the Appeal is considered.
 - 13.1.8 Within two days of receiving the decision of the ESS Bargaining Unit Appeal Committee, the ESS Bargaining Unit President shall communicate the decision to the Appellant in writing.
 - 13.1.9 The decision of the ESS Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.

BYLAW 14 GRIEVANCE ARBITRATION APPEAL PROCEDURE

- 14.1 If a member disagrees with the decision of the grievance officer(s) to not file a grievance, the member may appeal the decision to the Grievance Appeal Committee.
- 14.2 The member must make his/her appeal; including the Article the appeal is based on, in writing within five (5) working days of the initial decision of the grievance officer.
- 14.3 Upon receiving the request from the member the Grievance Appeal Committee within three (3) working days to consider the appeal.
- 14.4 The member making the appeal may attend this meeting to present his/her case.
- 14.5 The Grievance Appeal committee, after considering the appeal, shall notify the member in writing of its decision within three (3) working days.

BYLAW 15 THE BUDGET

- 15.1 There shall be an annual budget to provide funds for the General Operating Expenditures of the Bargaining Unit.
- 15.1.1 The Budget shall include, but not be limited to the following items:
- 15.1.2 Membership Meetings
- 15.1.3 Executive Expenses
- 15.1.4 Time Release- President
- 15.1.5 Time Release #2
- 15.1.6 Member Protection Expenses/Collective Bargaining Committee
- 15.1.7 Training/Transition
- 15.1.8 Dependent Care
- 15.1.9 Contingency Line/Allocated by Executive
- 15.2 Responsibility of the initial approval of expenditures for any approved budget may be delegated to the authorized authority as determined by the Treasurer
- 15.3 All expenditures which are not provided for in the General Operating Budget shall be charged to the Contingency Line.
- 15.4 Membership Meetings: To fund the cost of membership meetings of the Bargaining Unit including but not limited to General Membership Meetings, Annual General Meeting and any meeting called by the President and/or Executive
- 15.5 Executive Expenses: To fund the business of the ESS Executive including but not limited to special events, member engagement activities, mileage, phones, executive meeting expenses and any other item as approved by the ESS Executive.
- 15.6 Time Release President: To fund time release costs for the President of the OSSTF-ESS as elected by the membership at the OSSTF-ESS Annual Meeting.
- 15.7 Time Release #2: To fund time release costs of the 1st Vice-President, as elected by the membership to assist in servicing the membership of the OSSTF-ESS.
- 15.8 Member Protection Expenses/Collective Bargaining Committee: If required, to fund time release costs of a member of the OSSTF-ESS Bargaining Unit Executive as determined by the OSSTF-ESS Executive; to assist in serving the membership of the OSSTF-ESS. This line will be used to offset the expenses of time release, arbitration costs, grievance/arbitration meetings, Labour Management Meetings, Collective Bargaining Committee meetings, and meetings with the employer.
- 15.9 Training/Transition: Is used to cover extraordinary expenses for training and/or time release.
- 15.10 Dependent Care: The money paid out from this line is to be used to reimburse members who pay dependent care expenses while conducting union business (volunteered time) to non-family care providers.
- 15.11 Contingency/Allocated by Executive: This line is to finance any expenses arising from special projects and unforeseen expenditures throughout the fiscal year. Expenditures from this line must be approved by a motion of the Bargaining Unit Executive.
- 15.12 Surplus Funds
- ~~15.12.1 Any year-end surplus funds may be invested with Educator's Financial.~~
- ~~15.12.2 This fund is to finance any special expenses approved by the OSSTF-ESS Bargaining Unit Executive.~~
- ~~15.12.3 Surplus funds may be used to present a balanced budget at the OSSTF-ESS Annual Meeting.~~

~~15.12.4 Expenditures from this fund must be approved by a motion of the Bargaining Unit Executive and/or OSSTF-ESS Annual Meeting.~~

~~15.12.5 The Surplus Fund may be used to provide assistance to members who are on strike.~~

~~15.12.6 The Surplus Funds shall not exceed \$250,000.~~

15.12.1 Expenditures from the Surplus Funds must be approved through a motion and passed by the ESS Bargaining Unit Executive.

15.12.2 Surplus Funds may be used for the following purposes:

15.12.2.1 To present a balanced budget;

15.12.2.2 To assist ESS members who are on strike;

15.12.2.3 To support local collective bargaining/negotiations up to a maximum amount of \$10,000 per contract;

15.12.2.4 To finance special initiative expenses;

15.12.3 Any year end Surplus Funds may be invested with Educator's Financial.

15.12.4 The Surplus Funds shall not exceed \$250,000.