

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

***Definitions***

In this Constitution

1. "Job Class Rep" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given Organizational Area.
2. "Bargaining Unit" shall be the Office, Clerical and Technical (OCT) Bargaining Unit which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the Ontario Labour Relations Board.
3. "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.
4. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
5. "District" shall mean OSSTF 20 Halton.
6. "General Meeting" shall mean a meeting of the Bargaining Unit Membership to conduct the business of the unit.
7. "Member" shall mean an active member (in good standing) of the OCT Bargaining Unit who is a member of OSSTF.
8. "Organizational Area" shall mean an organizational sub-division of the Bargaining Unit as defined in the By-Laws.
9. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
10. "Policy" shall mean a stand or a position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
11. "Procedures" shall mean the detailed rules established by the Bargaining Unit Executive to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policy.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

***Articles***

**ARTICLE 1 - Name and Authority**

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 20 Halton, Office, Clerical and Technical Bargaining Unit.
- 1.2 Any parts of the Bargaining Unit Constitution, By-laws, Policy, and/or Procedures which are in contravention to the OSSTF and/or District Constitution, Bylaws, Policy and/or Procedures are null and void.

**ARTICLE 2 - Objects**

- 2.1 The objects of the OCT Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the OCT Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

**ARTICLE 3 – Membership**

- 3.1 Members shall include all active Office, Clerical and Technical staff employed by the Halton District School Board who are Members of OSSTF.

**ARTICLE 4 - Dues and Levies**

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

**ARTICLE 5 - Organization of the Bargaining Unit**

- 5.1 There shall be a Bargaining Unit Executive consisting of the following voting members
  - 5.1.1 President
  - 5.1.2 1<sup>st</sup> Vice President/Grievance Officer
  - 5.1.3 2<sup>nd</sup> Vice President /Administrative Officer
  - 5.1.4 Secretary/Treasurer

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

- 5.1.5 Educational Services Officer
- 5.1.6 Communications Officer
- 5.1.7 OCTU Job Class Rep, as follows:
  - Secondary School/Board/Casual Clerical Rep
  - Elementary School/Casual Clerical Rep
  - Library/Technical Rep

5.2 The Bargaining Unit Executive will also include the following non-voting members to be appointed by the Executive:

- 5.2.1 Health and Safety Officer
- 5.2.2 Chief Negotiator
- 5.2.3 Pay Equity Officer

**ARTICLE 6 – Meetings**

- 6.1 Frequency of Executive Meetings shall be established in the By-laws.
- 6.2 There shall be an Annual General Meeting as defined in the By-laws.
- 6.3 Special General Meetings may be convened in accordance with the By-laws

**ARTICLE 7 - Collective Bargaining**

- 7.1 There shall be a Collective Bargaining Committee for the Bargaining Unit formed in accordance with the By-laws.
  - 7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

**ARTICLE 8 - Standing Committees**

- 8.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.
  - 8.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**ARTICLE 9 – Term of Office**

9.1 The term of office for all elected positions shall be 2 years from July 1 to June 30.

**ARTICLE 10 - Amendments**

10.1 Amendments to the Constitution may be made at the Annual General Meeting as provided in the BY-LAWS

**ARTICLE 11 – Vacancy**

11.1 Vacancies within the Bargaining unit Executive shall be filled in accordance with the BY-LAWS

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

***By-Laws***

**BY-LAW 1 - General Meetings**

- 1.1 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) calendar days prior to the date of the meeting.
- 1.2 Notice of other General Meetings shall be given in writing at least three (3) working days in advance of the meeting.
- 1.3 The Bargaining Unit President shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.
- 1.4 The Annual General Meeting shall be held in a location as determined by the Executive.

**BY-LAW 2 – Executive Meetings**

- 2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than six (6) times per school year. (Article 6.1)
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty (30) percent of the members of the Executive make such a request in writing to the President.

**BY-LAW 3 – Quorum**

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the voting members of the Executive
- 3.2 A quorum for the Annual General Meeting shall be 25 Members.
- 3.2 A quorum for a General Meeting shall be those members present, qualified to vote and voting.

**BY-LAW 4 – Voting**

- 4.1 Any OSSTF Member of the Bargaining Unit may attend, speak, and vote at any duly convened General Meeting.
- 4.2 Where a vote is held, any employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**BY-LAW 5 – Elections**

- 5.1 Only Members of District 20 Office Clerical and Technical Unit, OSSTF may be candidates for office.
- 5.2 Elections for Executive positions shall be by secret ballot at the Annual General Meeting.
- 5.3 Candidates who wish their names to appear on the ballot must indicate their intention to run for office by submitting their name, supported by at least two other Members' signatures, to the Secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election.
- 5.4 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.
- 5.5 All voting members of the Bargaining unit executive shall be elected by the majority vote of those present, qualified to vote and voting.
- 5.6 Candidates wishing to run for other Executive positions if defeated must indicate their intentions, and the positions they wish to run for, when they submit their nomination form.
- 5.7 Any positions remaining vacant after the Annual General Meeting shall be filled according to By-Law 11.
- 5.8 The term of office for the Bargaining Unit Executive shall be for (2) years, from July 1 to June 30.

**BY-LAW 6 - Duties of Members**

- 6.1 It shall be the duty of every Member to comply with the duties of members of OSSTF as defined in the OSSTF Provincial By-Law 5- Rights, Privileges and Duties, Section 2-Duties of Members.

**BY-LAW 7 - Duties of the Bargaining Unit Executive**

- 7.1 **It is the duty of the Executive to:**
  - 7.1.1 Manage the affairs of the Bargaining Unit between General Meetings
  - 7.1.2 Propose a bargaining unit budget for presentation at the Annual General Meeting
  - 7.1.3 Establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the Membership for ratification at the Annual General Meeting
  - 7.1.4 Communicate regularly with the OSSTF Members of the Bargaining Unit regarding the management of the OCTU Bargaining Unit Business

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

- 7.1.5 Call a General Meeting when necessary for the purpose of ratifying a new collective agreement
- 7.1.6 Ensure that all members have a copy of the collective agreement at least 48 hours in advance of the ratification meeting
- 7.1.7 Conduct by vote a secret ballot at the ratification meeting with procedures published to each member at least 48 hours in advance of the meeting
- 7.1.8 Fill any vacant position on the Executive, with the exception of the position of President which shall be filled in accordance with the By-laws
- 7.1.9 Attend workshops, conferences and meetings at the request of District 20 or Provincial Office
- 7.1.10 For each school year to name an alternate to substitute when necessary for the Bargaining Unit President at meetings of the ESS Sector Council.

**BY-LAW 8 - Duties of the Executive Members**

**8.1 The duties of the President shall be to:**

- 8.1.1 Assume the role of Chief Executive Officer for the Collective Agreement
- 8.1.2 Call and preside over all Executive and General Meetings
- 8.1.3 Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook
- 8.1.4 Be an ex-officio member of all Bargaining Unit committees
- 8.1.5 Report to the Bargaining Unit Executive and Members the activities and concerns of the District
- 8.1.6 Report to the Members at the Annual General Meeting
- 8.1.7 Be a member of the District Executive
- 8.1.8 Be a member of the Collective Bargaining Committee and the Negotiating Team
- 8.1.9 Represent all members of the Bargaining Unit fairly whether they are OSSTF members or not
- 8.1.10 Ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled
- 8.1.11 Represent the Bargaining Unit at all meetings of the ESS Sector Council and to report back to the bargaining unit
- 8.1.12 Represent the Bargaining Unit at Provincial Council where the Bargaining Unit is entitled to a Provincial Councillor under the District Constitution.

**8.2 The duties of the 1<sup>st</sup> Vice-President/Grievance Officer shall be to:**

- 8.2.1 Perform the duties of the President in the President's absence
- 8.2.2 Carry out the duties as may be assigned by the President:
- 8.2.3 In consultation with the President, perform the duties related to any and all Bargaining Unit Grievances, including but not limited to consulting with Members who believe they may have a grievance, informing the President and Executive of all requests for assistance and potential grievances, developing arguments and policies in pursuing the grievance process,

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

maintaining all necessary correspondence and files pertaining to a grievance, ensuring that grievances are filed in accordance with the procedures set out in the Collective Agreement

8.2.4 Be a member of the Collective Bargaining Committee and the Negotiating Team

8.2.5 Attend Regional or Provincial OSSTF meetings regarding grievance information or training

8.2.6 Liaise with the Health and Safety Officer and the Area Representatives

8.2.7 Be a member of the Grievance Committee.

**8.3 The duties of the 2nd Vice-President/Administrative Officer shall be to:**

8.3.1 Carry out the duties as may be assigned by the President:

8.3.2 Liaise with the Secretary, Treasurer, Communications Officer and Educational Services Officer

8.3.3 Be a member of the Constitution Committee

8.3.4 Attend Regional or Provincial OSSTF meetings and training regarding the organization and running of a Bargaining Unit

8.3.5 Be responsible for organizing the Annual General Meeting and other General Meetings for the Bargaining Unit and ensuring that the appropriate notice and information related to these meetings is circulated to members on behalf of the Executive

8.3.6 Organize and run the elections at the Annual General Meetings.

**8.4 The duties of the Secretary/Treasurer shall be to:**

8.4.1 Prepare an up-to-date financial report of the Bargaining Unit for presentation at each Executive Meeting and the Annual General Meeting.

8.4.1.1 The treasurer shall provide to the Bargaining unit an annual financial statement no later than January 30 of the next year.

8.4.2 Prepare a draft budget proposal for the upcoming fiscal year approval by the Executive and the Annual General Meeting.

8.4.3 Carry out the duties as may be assigned by the District Treasurer.

8.4.4 Carry out the duties as outlined in the By-Laws.

8.4.5 Be a member of the District Executive, in accordance with the District constitution

8.4.6 Administer the Bargaining Unit funds and disburse these funds in accordance with an approved budget.

8.4.7 Keep a record of the minutes of all General Meetings and Executive Meetings

8.4.8 Send a copy of the minutes to each member of the Executive and the District Secretary

8.4.9 To carry out duties as assigned by the President

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**8.6 The duties of the Educational Services Officer shall be to:**

- 8.6.1 Attend approved provincial and/or District workshops pertaining to Educational Services
- 8.6.2 Represent OCTU on the Halton District School Board Professional Development Committee
- 8.6.3 Implement programs to achieve professional and education goals set by OCTU and OSSTF
- 8.6.4 Convene the Educational Services Committee
- 8.6.5 Report on a timely and regular basis to Executive and the Members
- 8.6.6 Carry out duties as assigned by the President

**8.7 The duties of the Communications Officer shall be to:**

- 8.7.1 Generate a newsletter with the Executive Committee at least 3 times per year
- 8.7.2 Work with the 2<sup>nd</sup> Vice President to circulate information for the Annual General Meeting, including the election newsletter and information
- 8.7.3 Distribute annually an electronic or printed version of the OCTU constitution and BY-LAWS
- 8.7.4 Report to the Executive and the Members in a timely and regular basis
- 8.7.5 Carry out duties as may be assigned by the President.

**8.8 The duties of the Job Class Rep shall be to:**

- 8.8.1 Communicate regularly with Members within their Job Class
- 8.8.2 Act as a liaison between the Members and the Executive
- 8.8.3 Establish a telephone chain for the purpose of emergency or urgent information sharing
- 8.8.4 Bring matters of concern raised by the Members to the attention of the President and the Executive
- 8.8.5 Report possible violations of the collective agreement to the grievance officer
- 8.8.6 Carry out duties as may be assigned by the President

**8.9 The duties of the Health and Safety Officer shall be to:**

- 8.9.1 Represent the Bargaining Unit on the Board's Joint Health and Safety Committee
- 8.9.2 Carry out inspections of work sites as part of the Joint Health and Safety Committee
- 8.9.3 Investigate Health and Safety complaints from members
- 8.9.4 Provide assistance to members on Health and Safety matters
- 8.9.5 Attend OSSTF or other approved/required workshops/training pertaining to Health and Safety
- 8.9.6 Report on a timely and regular basis to the Executive and the Members
- 8.9.7 Carry out other duties as may be assigned by the President.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**8.10 The duties of the Chief Negotiator shall be to:**

- 8.10.1 Chair the Collective Bargaining Committee
- 8.10.2 Report on a timely and regular basis to the Executive and the Members
- 8.10.3 Attend the appropriate Provincial Collective Bargaining Meetings and training
- 8.10.4 Carry out other duties as may be assigned by the President.

**8.11 The duties of the Anti-harassment and Anti-bullying officer:**

- 8.11.1 The anti-harassment officer provides initial assistance for a member who believes that they have experienced harassment.  
Upon receiving a complaint from a member, the anti-harassment officer shall interview the parties involved as soon as possible and collect all relevant information (incident, time, place, witnesses). If the parties wish to come to an informal resolution, the anti-harassment officer may provide mediation.  
If an informal resolution cannot be reached, the anti-harassment officer shall assist the member with filing a formal complaint. This formal complaint will be filed with the appropriate individual as outlined in the resolution and complaint procedure.

**BY-LAW 9 - Duties of the General Meeting**

- 9.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
  - 9.1.1 Election procedures for Bargaining Unit Officers
  - 9.1.2 The time and place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit
  - 9.1.3 The formation of internal organizations and procedures
  - 9.1.4 The establishment, amendment or rescission of Bargaining Unit policy \
  - 9.1.5 All other matters as deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

**BY-LAW 10 – Amendments**

- 10.1 Amendments to the Constitution and By-Laws may be made at the Annual General Meeting of the Bargaining Unit.
- 10.2 Amendments to the Constitution may be made by a majority vote of the members present, qualified to vote and voting provided that notice of the proposed amendments has been given to the membership in writing not less than thirty (30) calendar days prior to the date of the Annual General Meeting.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

- 10.2.1 Where such notice has not been given, amendments may be made by a nine-tenths majority of the Members present, qualified to vote and voting.
- 10.3. Amendments to the By-Laws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than thirty(30) calendar days prior to the date of the Annual General Meeting.
- 10.3.1 Where such notice has not been given, amendments may be made by a three- quarters majority vote of the Members present, qualified to vote and voting.
- 10.4 Any amendments to Procedures or Policy shall be ratified, rescinded or amended at the next General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

**BY-LAW 11 – Vacancy**

- 11.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of the President, the Bargaining Unit Executive shall solicit nominations and appoint a member to fill the vacancy until the end of the term of office.
- 11.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 11.3 Where the vacancy occurs in the position of President, the executive shall appoint the 1st Vice-President to assume the position for the remainder of the term of office.

**BY-LAW 12 - Area Organization**

- 12.1 The Bargaining Unit shall be divided into the following Organizational Areas  
Secondary School/Board/Casual Clerical Rep  
Elementary School/Casual Clerical Rep  
Library/Technical Rep
- 12.2 One (1) Job Class Rep shall be elected to the Executive for each Organizational Area.
- 12.5 Written notice of an Area General Meeting shall be given five (5) working prior to the meeting date and in accordance with the policy and procedures established by the Executive.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**BY-LAW 13 – Finances**

- 13.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 13.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 13.3 Cheques drawn on the Bargaining Unit account shall require two signatures of three as designated by the Executive.
  - 13.3.1 One of the signatures must be the Treasurer.
- 13.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.

**BYLAW 14 - Bargaining Unit Committees**

- 14.1 The following shall be the Standing Committees of the Bargaining Unit
  - 14.1 Constitution Committee
  - 14.2 Educational Services Committee
  - 14.3 Grievance Appeals Committee
  - 14.4 Collective Bargaining Committee
- 14.2 The Bargaining Unit Executive may establish ad hoc Committees as needed.

**BY-LAW 15- Collective Bargaining**

- 15.1 The Collective Bargaining Committee (CBC) shall consist of the President, the First Vice President, the Chief Negotiator and three other members. The Committee should include at least one representative from each Area.
- 15.2 The members of the Collective Bargaining Committee will be appointed by the Executive after informing the membership about the formation of the CBC and soliciting applications.
- 15.3 The CBC shall be formed no later than one year prior to the end of a Collective Agreement and shall remain in office until the ratification of the next Collective Agreement.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**

**BY-LAW 16 - Duties of the Collective Bargaining Committee.**

- 16.1 It shall be the duty of the Collective Bargaining Committee to:
- 16.1.1 Establish a survey committee from within the membership
  - 16.1.2 Prepare a negotiating brief
  - 16.1.3 Seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
  - 16.1.4 Communicate regularly with the Members on the progress of negotiations.
  - 16.1.5 Seek the ratification of the collective agreement from bargaining unit members.
  - 16.1.6 Seek assistance from Provincial OSSTF Negotiators.
- 16.2 The Bargaining Unit Negotiating Team shall be formed from the members of the CBC and shall include at a minimum the President, Chief Negotiator and 1<sup>st</sup> Vice President.

**BY-LAW 17 - Delegate(s) to Annual Meeting of Provincial Assembly**

- 17.1 The delegate(s) to AMPA shall be selected in accordance with the District and Provincial Constitution and By-Laws.
- 17.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and By-Laws.

**BY-LAW 18 – Grievance Appeals Committee**

- 18.1 The grievance appeals committee shall consist of the members of the bargaining unit executive other than the grievance officer, plus one other member of the bargaining unit appointed by the bargaining unit executive.
- 18.2 The grievance appeals committee shall establish procedures for dealing with grievance appeals and publicize such procedures periodically to the membership.

**BY-LAW 19 - Anti-Harassment Policy and Procedure**

- 19.1 There shall be an Anti-harassment Policy and Procedure in effect for all meetings of the OCTU District 20 Bargaining Unit.

An Anti-harassment and Anti-bullying officer will be elected at meeting. In the absence of an election a designate officer shall be appointed by the chair.

- 19.2 The Anti-harassment Policy and Procedure in Bylaw 19 shall be as implemented at all meetings of OCTU District 20 Bargaining Unit.
- 19.3 The OCTU District 20 Bargaining Unit Anti-harassment Policy shall be read into the record at the beginning of each Annual Meeting.

**OFFICE, CLERICAL AND TECHNICAL BARGAINING UNIT  
CONSTITUTION AND BY-LAWS  
June 2010**