



TEACHER BARGAINING UNIT PROCEDURES HANDBOOK

O.S.S.T.F. District 20
(Revised June, 2011)

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Procedures Handbook

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PROCEDURES

PROC - 1 COUNCIL - OPERATIONS

1. Rules of order will follow Rules of Order as outlined in the OSSTF Handbook.
2. Regular T.B.U. Council meetings will be held on the third Tuesday of each month and as per Constitution Article 5 Section 2 (2).
3. T.B.U. Council meetings will begin at 4:30 p.m. and end no later than 8:00 p.m., barring motions to extend the time in half hour increments.
4. (a) Items for T.B.U. Council agenda will be submitted to T.B.U. President or Speaker one week in advance of the Council meeting.
(b) Branch Concerns should be submitted, where possible, to the T.B.U. President or Speaker in writing 24 hrs. prior to Council.
5. The agenda will be published on the Wednesday preceding the meeting.
6. A copy of minutes for Councillor and staff will be sent out by the Friday following the meeting.
7. Reports requiring T.B.U. Council approval of recommendations, and not judged by T.B.U. Executive to require immediate action, will be presented for information only at first reading.

PROC - 2 BRANCH PRESIDENTS

(A) Duties

1. Receive, maintain and interpret Minutes of all T.B.U. Council & T.B.U. Executive meetings in and to his/her Branch.
2. Call meetings of his/her Branch for the discussion of O.S.S.T.F. matters, to provide information to staff, to promote staff awareness, or to seek staff input.
3. Attend all T.B.U. Council functions or provide an Alternate.
 - T.B.U. Council Meetings
 - T.B.U. Workshops
 - District or T.B.U. General Meetings
 - Others as called by the Speaker of Council or the T.B.U. President or District President.
4. Report to T.B.U. members all pertinent business of meetings, preferably in writing.

5. Keep staff informed of local and Provincial business both current and projected.
6. Report staff concerns to T.B.U. Council in writing, if possible, noting both the Branch concerns and the number of staff who have expressed this concern.
7. Become familiar with the policies and programs of District and Provincial Federation. Pay particular attention to the current local Collective Agreement.
8. Direct members to the appropriate resources. Advise members of their rights and responsibilities. Act as an objective resource person in any dispute between members. Refer to District Office as necessary.
9. Solicit school representatives for T.B.U. and District Committees, both Standing and Ad-hoc. Keep in touch with committee members from his/her school.
10. Appoint a T.B.U. Representative or accept personal responsibility for the dissemination to staff of material provided by local and Provincial O.S.S.T.F.
11. Supervise the appointment or election of Branch Officers as needed (such as Alternate Branch President Benefits Officer and Grievance Officer). Supervise the election of the Branch President in May of the year that his/her term is completed.
12. Report to District Office all information requested. Cooperate in the administration of O.S.S.T.F. surveys and questionnaires.
13. Check with the District Office about the distribution of unofficial promotional materials.
14. Monitor the application of the Collective Agreement in his/her school.

The line of communication when members have a professional concern is as follows:
 District Office (332-1228)

Member

Branch President

Provincial Field Officer
 (1-800-267-7867)

Members should be made aware that they can communicate directly with any of the above.

15. Forward O.S.S.T.F. Student Award winner's name and photo to the District Office.

(B) Term

1. The School Branch President is elected for a two year term.

(C) Election

1. Elections for Branch President will be held in May.
 - (a) Each branch appoints a Branch Elections committee of two, in April, to seek candidates for the position of O.S.S.T.F. Branch President.
 - (b) This committee can include any members of the branch who will not be candidates for the position.
 - (c) The names of these candidates will be provided to staff at least 1 week prior to election (nominations from the floor will be accepted).
 - (d) Balloting will then take place as per the Annual T.B.U. Assembly model. (ie. person with fewest votes is dropped from the next ballot)
 - (f) Ballots will be prepared and counted. The results will be announced by the Branch Elections committee.
 - (g) Results will be forwarded to the District 20 Office prior to the June Council meeting.
2. Elections will be held in even numbered years in the following schools: Burlington Central, E.C. Drury, Lester B. Pearson, Milton, Nelson, Oakville Trafalgar, Iroquois Ridge, Syl Apps.
3. Elections will be held in odd numbered years in the following schools: Acton, Aldershot, Georgetown, M. M. Robinson, Robert Bateman, T.A. Blakelock, Abbey Park, White Oaks, J.W. Singleton Centre, Gary Allan High School.
4. If a vacancy is created, the alternate will assume the Branch President's role until the next scheduled election.

**PROC - 3
DISTRICT OFFICE**

- (a) A District Office is located at 3410 South Service Road, Burlington.

PROC – 4 T.B.U. STAFF – JOB DESCRIPTIONS

(A) The Chief Negotiator will:

1. On a day to day basis, work closely with the President, Health and Benefits Officer, and Executive Assistant.

The President may, from time to time, delegate duties and responsibilities not included below.

The Chief Negotiator is required to carry out the policies and decisions of District 20, TBU. He/she is an employee of District 20 Halton TBU, the acknowledged local expert on most collective agreement matters and advisor to the President, Executive, Council, and individual members.

The Chief Negotiator's responsibilities will include:

a. Collective Bargaining & Contract Responsibilities

- i. Liaise with Provincial C.B.C. and be knowledgeable about Provincial priorities
- ii. Chair of C.B.C. and Chief Negotiator
- iii. With C.B.C. create the District's bargaining brief based on Provincial priorities, input from individuals and groups, and obtain approval by Executive, Council and Provincial O.S.S.T.F.
- iv. Complete Labour Act forms, including intent to bargain.
- v. Keep Executive, Council and Membership informed of bargaining.
- vi. Prepare tentative agreement(s) for approval by membership (secret ballot).
- vii. Inform Provincial Office and Labour Relations Board of impasse or tentative settlement.
- viii. Member or resource to committees established in negotiations.
- ix. Contract maintenance, and the training of, and workshops for Branch Presidents.
- x. Liaise with ETFO (Elementary Teachers' Federation of Ontario – Halton) and other bargaining units.
- xi. Attend relevant Provincial C.B.C. workshops and the summer OSSTF Leadership Conference.
- xii. Negotiations liaison with P.S.S.P., H.O.T., and O.C.T.U.
- xiii. Attend the Halton Union Coalition monthly meetings

b. Staffing Advisory Committee (S.A.C.) & Employee Relations Committee (E.R.C.)

- i. Represent the TBU on S.A.C. and E.R.C.
- ii. Major responsibilities in the creation and alteration to the staffing formula.
- iii. Monitor application of staffing formula and staff allotment.

- iv. Bring forward contractual and past practice issues.
- v. Serve as Teacher Bargaining Unit Rep. on various S.A.C. sub-committees

c. Contract Interpretation & Maintenance

- i. Be knowledgeable about all facets of Teacher Bargaining Unit collective agreement, including: Salary, Benefits, Leaves of absence, surplus declaration & placement, seniority and new members, staffing, teacher mobility.
- ii. Be knowledgeable about the special contract provisions relating to Syl Apps and Adult and Continuing Education.
- iii. Be knowledgeable about those Board Policies and Administrative procedures that pertain to contractual matters.
- iv. Give information/advice to members re: contract, and serve as their advocate in dealing with Board personnel.
- v. Advise the President, Executive and Regional Grievance committees on grievance related matters, draft letters, and attend meetings.
- vi. Be informed about deferred leaves of absence and counsel members on terms and conditions related to deferred leaves of absences.
- vii. Keep Council and Executive informed about contractual matters, policies and administrative procedures, e.g. Article 18, surplus declaration and placement, teacher transfers, S.A.C. processes and seniority.
- viii. Advise members and the President on matters of Teacher Performance Appraisal (T.P.A.) and the New Teacher Induction Program (N.T.I.P.).
- ix. Liaise with ETFO (Elementary Teachers Federation), P.S.S.P., H.O.T. and O.C.T.U. on interpretation & common contractual concerns.

d. Workplace Safety & Insurance Board (W.S.I.B.): NON - L.T.D.

- i. Help members apply for W.S.I.B. benefits & liaise with appropriate Board officials.
- ii. Deal with the W.S.I.B. Board re: W.S.I.B. claims forms.
- iii. Maintain contact with W.S.I.B. claimants.
- iv. Work with Executive Assistant to maintain appropriate records of members, claims etc.
- v. Advocating for Teachers at return to work meetings for occupational injuries (W.I.S.B). Claims).
- vi. Advocate for Teacher involved in W.S.I.B. claims

e. Long Term Disability Insurance (L.T.D.I.)

- i. Help District 20 TBU in rate negotiations re: L.T.D.I. contract.
- ii. Be a member of the L.T.D.I. monitoring and L.T.D.I. review committee

f. Pensions

- i. Become knowledgeable about Teachers Pension Plan Act and OMERS.
- ii. Help members in their dealings with Pension Commission and appropriate Board officials.
- iii. Provide information for members making retirement plans about appropriate retirement plans, Retirement Gratuity, ARM/OTIP/RTO membership etc.
- iv. Help organize (and present) retirement seminars.
- v. Attend relevant Provincial workshops

g. O.S.S.T.F. Certification

- i. Be knowledgeable about Certification regulations and developments.
- ii. Help teachers obtain correct Certification Rating Statements, and advise them on appeal process

h. Harassment

- i. Fulfill the responsibility of TBU Anti-Harassment Officer outlined in Procedure 14 of the T.B.U.
- ii. Performs all duties related to harassment policies, procedure and claims

j. Miscellaneous

- i. Attend relevant Board Meetings.
- ii. Attend Provincial O.S.S.T.F. Education Finance Workshop.
- iii. Attend AMPA as a District 20 delegate.
- iv. Liaise with Chief Negotiators from other Districts.
- v. Attend Provincial Chief Negotiators' Workshops.
- vi. Attend TBU Executive, Council Meetings and Annual Assembly
- vii. Advise President, Executive and Council on new Board initiatives
- viii. Advise President, Executive and Council on expansion of membership
- ix. Work with and train Executive Assistant in general record keeping, information to members and long range planning for the District.
- x. Liaise with Supervising Principal of Section Schools (i.e. Mountaineering, MacMillan, Heritage, etc.)

- (i) Advocate for Teachers involved in College of Teacher and Children's' Aid Society cases
- (xii) Visit schools on a regular basis

(B) The T.B.U. Health & Benefits Officer will

1. Perform all duties related to Occupational Health and Safety, Wellness, Return to Work:
 - (i) Representing the T.B.U. on the HDSB Joint Health & Safety Committee, including conducting school safety inspections/audits as assigned;
 - (ii) Representing the T.B.U. at meetings of the HDSB Wellness Committee;
 - (iii) Chairing the District 20 Long Term Disability Insurance Review Committee;
 - (iv) Advocating for teachers at Return to Work meetings, for both occupational (WSIB) and non-occupational injuries;
 - (v) Initiating programs, by providing workshops and/or information seminars, for Educating the membership regarding health & safety and wellness;
 - (vi) Providing information to individual members concerning the status and Conditions of their employment;
 - (vii) Acting as a resource person to T.B.U. Council and T.B.U. Executive.
2. All other duties will be the subject of a goal-setting process between the T.B.U. President and T.B.U. Health & Benefits Officer.
3. In all aspects the T.B.U. Health & Benefits Officer is responsible to T.B.U. Council through the T.B.U. President.
4. The T.B.U. Health & Benefits Officer is required to refrain from engaging in any O.S.S.T.F. political activities within the District.
5. It is understood that at all times and in all matters the T.B.U. President is the public spokesperson for the Teacher Bargaining Unit.

Terms and Conditions of Employment for the T.B.U. Chief Negotiator and T.B.U. Health & Benefits Officer

1. The length of the term of appointment will be decided by the T.B.U. Council with recommendations from the T.B.U. Executive. The term will begin July 1 and end June 30th. Holidays will be the normal school holidays. Exceptions to the previous statement must be negotiated in advance with the T.B.U. President.
1. The salary for the position of T.B.U. **Chief Negotiator and T.B.U. Health & Benefits Officer** will be Category 4 Maximum plus an amount equal to a Head's allowance, or the member's present salary (if greater). The insured employee benefits available will be those available to other

Members of the Branch Affiliate under the current T.B.U. Collective Agreement. Salary and benefits are to be paid as per the T.B.U. Collective Agreement.

3. The T.B.U. **Chief Negotiator and T.B.U. Health & Benefits Officer** will have available a sum of money for activities related to **their respective duties**. This will be a line item **for each of them** in the **T.B.U.** budget.
4. All other expenses incurred by the T.B.U. **Chief Negotiator and T.B.U. Health & Benefits Officer** in carrying out **their** responsibilities will be reimbursed by the Bargaining Unit or the District, subject to the authorization of the T.B.U. President or the District President.
5. The alteration **of**, and/or addition **to**, the duties and responsibilities of the T.B.U. **Chief Negotiator and T.B.U. Health & Benefits Officer** is vested in the T.B.U. Executive under the terms of the T.B.U. Constitution. The T.B.U. Council will be notified at the meeting following such alteration and/or addition.
6. Should the T.B.U. **Chief Negotiator and T.B.U. Health & Benefits Officer** resign from **their** position, or from the Board, effective within the period of this agreement, it is understood that the T.B.U. will have no further responsibility for paying the T.B.U. **Chief Negotiator's or the T.B.U. Health & Benefits Officer** 's remuneration via the Board effective the date of resignation. Notice of intent to resign shall be submitted in writing to the T.B.U. President thirty (30) days in advance of the resignation date.
7. By mutual consent of the T.B.U. Council and the T.B.U. **Chief Negotiator or the T.B.U. Health & Benefits Officer**, **their** agreement can be terminated at any time.
8. Should the T.B.U., under exceptional circumstances, unilaterally terminate this agreement, the Teacher Bargaining Unit is responsible for the salary of the T.B.U. **Chief Negotiator or T.B.U. Health & Benefits Officer** for the remainder of the school year in which **their** agreement is terminated, or until the T.B.U. **Chief Negotiator or T.B.U. Health & Benefits Officer** returns to regular employment, whichever occurs first.
9. The position will be advertised in January of the year in which the term expires. The incumbent may apply for renewal at that time.
10. The Hiring Committee will interview candidates and make recommendations for appointment to the T.B.U. Council for ratification at the February Council meeting.

PROC - 5
FINANCIAL PROCEDURES

A. SPENDING

1. Funds to be spent are established by the Budget set at the Annual T.B.U. Assembly, based upon the recommendations from the T.B.U. Finance Committee.
2. Each line item in the Budget shall have an identified signing authority.
3. Prior to the Annual T.B.U. Assembly, signing authorities shall estimate their financial requirements for the operation of their committee for the succeeding year, and submit those estimates to the T.B.U. Finance Committee c/o the District Office on or before February 15th for use in preparation of the Budget.
4. Signing authorities shall be responsible for overseeing the disbursement of funds from their line item of the Budget. If meetings for the benefit of T.B.U. members are held outside Halton, the chair must clear the event with the T.B.U. Treasurer in advance.
5. Signing Authorities are defined as follows:

T.B.U. President: for the T.B.U. Staff Officer, Members of T.B.U. Executive, T.B.U. Standing Committee Chairs and the Speaker of T.B.U. Council.

T.B.U. Staff Officer: for members of T.B.U. Collective Bargaining Committee

Speaker of T.B.U. Council: for T.B.U. Council Members, T.B.U. Ad-hoc committee members

T.B.U. Standing Committee Chairs: for Members of their committees

T.B.U. Treasurer: for other claims not covered by the above

6. Claims for expenditure reimbursement are submitted with receipts, except for Child or Elder Care expenses and kilometrage, on the T.B.U. Expense Claim Form. Expenditures requiring receipts must have the signature of the signing authority.

B. EXPENDITURES DEFINED

TRAVEL:

- 7.1 Members who serve as T.B.U. President, T.B.U. Staff Officer, T.B.U. Executive, Branch Presidents, Members on T.B.U. Committees of T.B.U. Executive, or Committees of T.B.U. Council, are entitled to kilometrage for their trips to District Office and other authorized destinations. The amount paid is based upon the additional distance driven beyond a normal daily trip to and from their workplace.

7.2 Members are not entitled to Travel Expenses to attend General Meetings of the T.B.U. membership or the District Annual Assembly or the Annual T.B.U. Assembly.

7.3 The Travel reimbursement rate will be **\$0 .45/km.**

7.4 Claims for reimbursement are submitted on the T.B.U. Expense Claim Form to the Administrative Assistant.

MEALS:

7.5 Meal expense is provided when Federation business requires the Member to work through the meal hour. Meal expense is paid as per Guidelines.

REFRESHMENTS:

7.6 Refreshments are provided for meetings that do not take place over the meal hours. Refreshment Expense is paid as per Guidelines.

CHILD OR ELDER CARE:

7.7 Reimbursement is provided for members who require Child or Elder Care beyond their normal daily care arrangements. Child or Elder Care Expense is paid as per **PAYMENT SCHEDULE.**

7.8.1 **GUIDELINES FOR MEALS AND REFRESHMENTS:**

Refreshments at meetings	\$3.00/person
<u>Restaurant Meals:</u>	
Breakfast	\$8.00/person
Lunch	\$10.00/person
Dinner	\$20.00/person
<u>Catered Meals:</u>	
Breakfast	\$ 8.00/person
Lunch	\$12.00/person
Dinner	\$15.00/person

7.8.2 **PAYMENT SCHEDULE:**

- (a) Kilometrage is .45/km
- (b) Child or Elder Care \$150.00/year
- Hourly Rate \$5.00 \$25.00/day

C. OVER-EXPENDITURES:

- 8.1 Signing authorities who have under estimated their budget expenses may apply for additional funding by submitting the details and rationale to the T.B.U. President and T.B.U. Treasurer before the over-expenditure takes place T.B.U. Executive will examine the request and the T.B.U. Executive has the authority to approve or reject the over-expenditure request.
- 8.2 All over expenditures which may be supplemented by Provincial O.S.S.T.F., the Halton Board of Education, or other funding sources require the approval of T.B.U. Executive before the over-expenditure takes place. These over expenditures will appear in the line item, with a side note indicating the rebates that are applicable to that budgeted account.
- 8.3 An over expenditure of an T.B.U. Executive line item must be approved by T.B.U. Council before the over-expenditure takes place.

C. Branch Promotional Funds

- 8.4 The Branch Promotional Funds, outlined in the table below, can be accessed by Branch Presidents (with appropriate receipts) by June 30 of the academic year, for expenditures related to the promotion and/or funding of OSSTF sponsored activities for branch members and will be drawn from the Correspondence and Promotion line item.
- 8.5 In consideration of the potential risk of Provider and Occupier Liability, the use of these funds for expenditures on alcoholic beverages is strictly prohibited.

8.6 The Branch Promotional Funds Allocation as of June 30, 2011 is outlined as follows:

# of staff@ Sept. 30/2010 ("bodies")	Budget per branch
0 – 25	\$100
26 – 40	\$125
41 – 60	\$175
61 – 80	\$225
Over 80	\$300

D. INCOME

9. A Local Membership Levy is approved by T.B.U. Council in June and the levy is deducted from the cheque in September. For Members hired for the second semester, the levy is deducted from the cheque in February.
10. Funding will be allocated to the T.B.U., from the total amount rebated to District 20, detailed on the OSSTF Provincial Funding Master, according to PROC-4 in the District Procedures Handbook, i.e. after District expenses have been paid, the T.B.U. will be allocated its portion of the remaining income, based proportionately on FTE counts for each bargaining unit on the Provincial Funding Master.

10. Provincial Rebates:

- 10.1 Provincial Funding Master: can be accessed to a maximum of 50% in September, an additional 45% in January and the 5% balance in August. The August Funding may rise or fall due to the fluctuation of members over the year.
- 10.2 Primary Rebate: is the portion of the Provincial rebate that is automatically sent to the District, as outlined in the Treasurer's Handbook.
- 10.3 Secondary Rebate: is applied for by the District. The rebate is based on receipts for travel, general maintenance, office and personnel costs.

11. Other Rebates:

- Professional Development Funds
 - Provincial O.S.S.T.F. Special Projects
 - Provincial O.S.S.T.F. Excellence in Education
 - Provincial O.S.S.T.F. Political Action - Special District Programs
 - Annual Meeting of Provincial Assembly (AMPA)
12. Interest Income: (Monies realized from investments)

E. INVESTMENT:

- 13.1 Investments should readily be able to be converted into cash.
- 13.2 Monthly expenditures need to be assessed and monies invested in funds that mature monthly.
- 13.3 Working Capital to cover projected monthly expenditures should be maintained in the Saving/Chequing Accounts. Transfers from maturing investments to the Saving/Chequing Accounts should occur to meet monthly needs.
- 13.4 The date of the maturing investments should be based on the projected monthly requirements. Investments that could be considered are Term Deposits, "T" bills, Guaranteed Investment Certificates and the like.

13.5 Before considering any other type of investment the Treasurer at the O.S.S.T.F. Provincial Office should be consulted.

PROC - 6

SELECTION OF DELEGATES TO THE ANNUAL DISTRICT AND T.B.U. ASSEMBLY

1. In January, the Branch Presidents will advertise for volunteers in a written bulletin to the branch membership.
2. If there are more volunteers than positions, the members will elect the delegates from the volunteers permitting their names to stand, at a Membership Meeting no later than the second Monday in March. The volunteers with the most votes shall be declared elected.
3. If the number of volunteers is less than the number of positions, the Branch Presidents shall solicit members to complete the delegation. A motion to appoint these members as delegates will be brought to a Membership meeting no later than the second Monday in March.
4. Where the number of volunteers equals the number of positions, a motion to appoint these delegates at a Membership Meeting no later than the second Monday in March.

PROC - 7

SELECTION OF DELEGATES TO PROVINCIAL ASSEMBLY

Members will be appointed to Provincial Assembly Delegate positions at the December T.B.U. Council meeting according to the following priorities. Applications for the position of delegates should be submitted to the Administrative Assistant at the District Office by Tuesday of the week prior to the December T.B.U. Council meeting.

- (1) The T.B.U. President/Provincial Councillor
- (2) Other members of the T.B.U. Executive - up to 4 voting positions
 - up to 2 alternate positions
 - to be decided by the T.B.U. Executive
- (3) T.B.U. Chief Negotiator and T.B.U. Health & Benefits Officer
- (4) Branch Presidents representing branches not represented by the T.B.U. Executive, exclusive of the T.B.U. President. That is, the T.B.U. President is not considered as representing a branch.
- (5) Other Branch Presidents whose branch is represented once.
- (6) Other Branch Presidents
- (7) T.B.U. Standing Committee Chairpersons from branches not represented.

- (8) A member at large from a branch not represented.
- (9) T.B.U. Standing Committee Chairpersons from branches represented once.
- (10) Other T.B.U. Standing Committee Chairpersons
- (11) Members at large from branches not represented.
- (12) At this point, if voting positions still remain, they should be offered to members of the T.B.U. Executive who are alternates, if any.
- (13) Members at large from branches represented once.
- (14) Any members from previous categories who have not been appointed.
- (15) Members at large from branches represented more than once.

**PROC - 8
AWARDS**

STUDENT AWARDS

District 20 O.S.S.T.F. T.B.U. Bargaining Unit Student Awards

(a) Description

The District 20 O.S.S.T.F. T.B.U. Bargaining Unit Student Awards will consist of awards of \$200 for each branch which grants OSSD'S. The awards are to be presented at the school's Commencement exercises by the Branch President.

(b) Criteria

The award in each school is to be presented to a graduating student planning to enter

- (a) university and having an interest in teaching OR
- (b) an apprenticeship OR
- (c) community college and having an interest in early childhood education or another social service field.

Any additional criteria will be decided by the individual schools.

INCLUSIVE EDUCATOR AWARD

a) Description

In order to raise awareness, understanding, and appreciation of diversity, and to help eliminate bias, prejudice, stereotyping, discrimination and harassment related to race, ethnicity, language, gender, sexual orientation, or religion in Halton schools, and to honour the many teachers at Syl Apps School who have, over the years, worked diligently to promote inclusiveness and anti-discrimination at Syl Apps, and to recognize and encourage those secondary educators who continue such efforts in Halton's classrooms and schools,

the Inclusive Educator Award will be made at the Annual Teacher Bargaining Unit Assembly each year for which suitable nominations are received. The award will consist of a plaque, provided by the Teacher Bargaining Unit, engraved with the recipient's name and the year, and \$500, donated each year by the founder of this award, a retired Halton secondary school teacher.

b) Selection Committee

The Executive of the Teacher Bargaining Unit will select the recipient from the nominations received.

c) Nominations

Nominations may be submitted by any Member of the Teacher Bargaining Unit. Nomination forms will be distributed to Branch Presidents every January. The deadline for submission of nomination forms to the District Office will be March 31.

d) Selection Criteria

The award will be presented to a Halton Secondary School educator, i.e. a teacher or administrator, who has made a significant contribution to creating an inclusive school climate. Contributions related to inclusiveness and anti-discrimination to be considered by the selection committee could include, but are not limited to:

- Initiating or contributing to staff training and development
- Developing a unit of study
- Coordinating an activity or event, board-wide or school-wide
- Providing access to appropriate role models and resource people

e) Eligibility

Any educator whose assigned duties are not predominately related to promoting appreciation of diversity, inclusiveness, and antidiscrimination will be eligible for this award.

RECOGNITION OF FEDERATION INVOLVEMENT

(a) Federation Pins

- (i) A Federation Pin shall be presented to members of T.B.U. Council, members of T.B.U. Executive and Chairpersons of Standing Committees at the beginning of their second term if they have not previously received one.

(b) Certificate of Recognition of Service

- (i) A certificate will be presented to members of T.B.U. Council, members of T.B.U. Executive and chairpersons of T.B.U. Standing Committees when the individual vacates the position.
- (ii) Certificates will be presented to the recipients by the Teacher Bargaining Unit President at the regular June T.B.U. Council meeting of the school year in which the recipient is vacating the position.

(c) District 20 T.B.U. Bargaining Unit Outstanding Service Award

- i) All District 20 T.B.U. Bargaining Unit members are eligible for this award.
- ii) Any member may nominate another member
- iii) Nominations shall be solicited by and forwarded to the Recognition Committee.
- iv) The Recognition Committee, in conjunction with the President, shall forward their recommendations to T.B.U. Council. Recommendations will be limited to nine per year.
- v) Nominations shall be recognized in the newsletter.
- vi) Recipients will be recognized in the newsletter.
- vii) Suggested Criteria:
 - Merit - participation on T.B.U. Council or T.B.U. Executive
 - or ad-hoc committees or standing committees
 - outstanding service to fellow members
 - other service to the federation.

RECOGNITION OF RETIRING TEACHERS

(a) Retiring teachers will receive

- (i) a Federation pin or a gift valued at **\$50**.
- (ii) Retirement dinner for retiree and partner, estimated budget **\$6,000**, to come out of member recognition line item.

- (b) The certificate and pin or gift will be presented by the Branch President at an appropriate staff function.

- (c) Teachers who meet all of the following criteria will be recommended to the Provincial Executive for Honorary Associate Membership.
- (i) significant involvement on T.B.U. Executive, T.B.U. Council and/or T.B.U. Standing Committees.
 - (ii) 15 or more years of continuous membership in O.S.S.T.F.
 - (iii) retirement in the year the Honorary Associate Membership is applied for
- (d) Honorary Associate Memberships will be presented by the T.B.U. President at the beginning of the Annual T.B.U. Assembly.

PROC - 9
COLLECTION OF STRIKE FUNDS

(a) **Membership Collection**

1. Members of Halton District 20 T.B.U. may be requested by T.B.U. Council and the T.B.U. Executive to make a voluntary contribution for the purpose of moral and financial support for fellow members in other Districts, Divisions or units across the province where a strike is in progress.
2. Funds collected from Members in District 20, T.B.U. will be disbursed according to the following criteria:
 - (a) The members to whom funds will be sent will have been on strike for a minimum of four (4) weeks.
 - (b) A separate collection of funds for support to members on strike may be collected for each District, Division, Unit individually.
3. Receipts for strike funds collected will be issued at the request of the members.
4. A complete accounting of the total amount collected and distributed by District 20, T.B.U. will be provided by the T.B.U. Treasurer to T.B.U. Council, the T.B.U. Executive and through Branch Presidents to each Branch in District 20, T.B.U.
5. Any voluntary contribution other than those indicated in 1 through 4 may be approved by the T.B.U. Council.

(b) **Line Item Disbursement**

1. Contributions from this account are to be made to Districts, Divisions or units which are on strike.
2. Contributions in excess of \$1000 are to be approved by the T.B.U. Council.
3. Contributions up to \$1000 may be made by the T.B.U. President. Further contributions to the same bargaining unit can only be made with the approval of the T.B.U. Council.

PROC - 10
DUTIES WITH RESPECT TO GRIEVANCES

Branch Grievance Officer

- (1) To ensure that the Branch members are aware of the provisions of the T.B.U. Collective Agreement.
- (2) To assist members with perceived problems with the T.B.U. Collective Agreement:
 - determine whether the problem is grievable, in consultation with a representative of the T.B.U. Grievance Committee
 - collect a written statement of the incident from all people involved
 - assist, if needed, in the preparation of the grievance at Step 1
- (3) To cooperate with the T.B.U. Grievance Committee:
 - report all grievances
 - report all incidents in the Branch which may be group or policy grievances
 - make suggestions for the improvement of the grievance procedure and processes
- (4) To help build an atmosphere in the Branch in which the use of the grievance procedure is perceived by all members as a healthy problem-solving procedure.
- (5) To maintain objectivity.

CAUTION - Interpretation of the Acts, Regulations, Statutes and the T.B.U. Collective Agreement is a complicated process that requires research and knowledge. Don't attempt to give answers without a full interpretation of the applicable acts, regulations, and collective agreement in consultation with the T.B.U. Staff Officer.

T.B.U. Grievance Committee

Terms of Reference as outlined in By-law 4, Section 3.

Grievance Committee Chairperson

1. Performs duties as set out for committee chairpersons; namely,
 - (a) oversees the:
 - (i) calling of meetings
 - (ii) setting of agendas
 - (iii) recording, and filing of minutes in the District Office.
 - (b) submits a committee budget to the T.B.U. Treasurer;

- (c) carries out the responsibility for disbursement from that budget;
 - (d) reports in writing to the Membership at the Annual T.B.U. Assembly.
2. In cooperation with the District Administrative Assistant, maintains a historical file of grievances.

T.B.U. Chief Negotiator

- 1. Prepares all correspondence associated with the formal stages of the grievance process.
- 2. Prepares grievances for arbitration.
- 3. Acts as the liaison with the Contract Maintenance Subcommittee of O.S.S.T.F., (informs CMS of grievances proceeding to the formal stage, prepares summary reports for CMS each quarter).
- 4. Acts as a liaison to Executive.
- 5. Organizes professional development for the Grievance Committee.

T.B.U. Bargaining Unit President

- 1. As official representative of the Teachers Bargaining Unit, signs all grievance correspondence.
- 2. Ensures that the Grievance Committee receives copies of all grievance correspondence.

PROC - 11

T.B.U. OFFICERS' SALARIES

- (1) That the T.B.U. President and the T.B.U. Chief Negotiator and T.B.U. Health & Benefits Officer be paid a salary equal to Category 4 Max plus a responsibility allowance equal to that offered to Halton Heads\ of Departments, plus any additional allowances for which they are eligible under the current collective agreement, except as noted in #2 following.
- (2) If a Member, who is to occupy the position of T.B.U. President or T.B.U. Chief Negotiator and T.B.U. Health & Benefits Officer, temporarily vacates a position with the Halton Board where the salary in that position is greater than that as determined in (1), the Member shall receive that salary as stipulated in the T.B.U. Collective Agreement.
- (3) that the rate of pay for summer hours worked be calculated as follows:
 - (i) for the President and TBU Chief Negotiator and T.B.U. Health & Benefits Officer:
 Cat. 4 max. + Heads Allowance = Annual Salary
 Annual Salary ÷ 194 days ÷ 7 hours = hourly wage for summer hours
 - (ii) for Other Members of District 20 TBU:
 Cat. 4 max. ÷ 194 days ÷ 7 hours = hourly wage for summer hours

The above hourly rates will be paid to members of District 20 TBU who are required to do local union business with the following limits:

- it must be work that can best be done in the summer
- 100 hours each for the President and Chief Negotiator and T.B.U. Health & Benefits Officer
- 200 hours total for other members

If it becomes necessary to exceed the above limits, the expenditure will be made only upon approval of the TBU Executive.

PROC - 12

T.B.U. COLLECTIVE BARGAINING COMMITTEE MEMBERSHIP

- SELECTION PROCESS

1. A selection team consisting of the T.B.U. President, one T.B.U.Executive member, two Branch Presidents and the T.B.U. Chief Negotiator (as non-voting Chair).
2. The selection team will determine:
 - (a) the interview process to be used
 - (b) the application form to be used (to include information about the position(s))
 - (c) the advertisement to be sent to all teacher work sites
 - (d) the timelines for the process.
3. Applications are received at the District Office.
4. Interviews will be conducted and suitable candidate(s) determined for recommendation through the T.B.U. President and T.B.U.Executive to the May T.B.U. Council meeting.

(xii) Steps 2 c,d, 3 and 4 may be repeated should insufficient suitable candidates be available in the first round.

PROC 13 – PROCEDURES FOR THE ELECTION OF THE TBU PRESIDENT

1. The deadline for the receipt of nominations, at the District Office, for the position of President, will be at 4:30 p.m., 30 calendar days before the first date of the in-school vote to elect the President.
2. The period between the close of nominations and the first date of the in-school vote to elect the President shall be known as the campaign period. Candidates for President are entitled to claim mileage costs for the purpose of school visits during the campaign period.
3. Each candidate for President may arrange to take the equivalent of six days of release time for the purpose of school visits during the campaign period.

4. Campaign literature provided by candidates for President must be distributed by Branch Presidents or their designates into the workplace mailboxes of teachers in a timely fashion.
5. Candidates for President may produce up to three runs of campaign literature for the membership using District 20 office equipment and supplies.
6. Branch Presidents and alternatives will follow the voting procedures outlined in PROC 15, a copy of which will be provided to each Branch President along with a Voters List.
7. Voting is by secret ballot and shall take place over two consecutive days in the week prior to the Annual Meeting. The exact dates will be determined by the TBU Council.
8. An Election Committee consisting of the Chief Negotiator, the Health and Benefits Officer and one at-large member appointed by Council will oversee the running of the election. The Chief Negotiator will act as Chief Electoral Officer. In the event of serious voting irregularities occurring at any worksite(s) during the week prior to the TBU Annual Meeting, the Chief Negotiator may nullify the vote and conduct a second vote at the affected worksite(s).
9. Ballots will be counted at the location of and immediately prior to the TBU Annual Meeting. Candidates for President may appoint scrutineers to observe the counting of ballots. Discrepancies will be referred to the Election Committee for decision. Scrutineers must maintain confidentiality until the results of the balloting are announced.
10. The candidate receiving the most votes shall be the President.
11. The balloting results will be announced to the TBU Annual Meeting.
12. Any candidate may request a recount. In the event of a tie vote for most ballots cast (i.e., within ten or less votes), the ballots will be automatically recounted. If, after a recount, a tie remains, a secret ballot of the delegates will be conducted. Only those candidates who were tied in the balloting as having the most ballots cast shall have their names on the ballot. Before such a vote occurs, the candidates will be provided an opportunity to address the delegates for a maximum of three minutes. After the speeches, Members will have an opportunity to ask the candidates questions. Each candidate will have one minute to respond to each question. The question period cannot exceed one half hour in length. In the event of a tie after a second vote, a coin toss shall determine the winner.
13. At the first meeting of the school year following an election year for President, the Executive will review the procedures for the election of the President, and make any recommendations designed to improve the process.

PROC – 14 Anti-Harassment Policy and Procedures

1. District 20 Anti-Harassment Statement

Employees and members of OSSTF District 20 have the right to a workplace and union environment free from harassment and bullying. This includes harassment and bullying by OSSTF employees and by other OSSTF District 20 members.

Harassment and discrimination are not joking matters. They have a destructive effect on a union environment, individual well-being, and union solidarity. Such actions are not only destructive; they can be illegal.

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, messages, pictures, touching, or more aggressive actions. These acts may be direct or overt; they may be isolated or repeated. They are, however, always degrading, unwelcome, coercive, and unacceptable.

As members of OSSTF, as a union, and as an employer, 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/or aggressive behaviour against OSSTF employees or other members of OSSTF. 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.

OSSTF, as an organization, is committed to strengthening member solidarity, and, in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that its employees and its members are treated with respect and dignity in all OSSTF workplaces and at all OSSTF District 20 events and meetings.

It should be noted that the normal exercise of supervisory duties, including direction, discipline, and performance evaluation, does not constitute harassment.

Members or employees who feel targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately, in accordance with provincial OSSTF Policies and Bylaws and the Resolution and Complaint Procedure as approved by OSSTF District 20.

2. Requirements for OSSTF District 20 TBU Meetings and Events

- (i) All OSSTF District 20 TBU events and meetings shall have a designated **anti-harassment officer**, appointed by the TBU President or Committee Chair. This officer will be identified at the beginning of each event/meeting. (For a series of regular meetings where the anti-harassment officer remains the same, this individual can be identified at the first meeting of the year, and have his/her name placed on the agenda for the remainder of the year.)

- (ii) A copy of the **anti-harassment policy and procedures** shall be distributed to all individuals at all events and meetings. (For a series of regular meetings, members can be provided with copies at the first meeting of the year.)

3. Role of the Anti-Harassment Officer

The anti-harassment officer provides initial assistance for a member or employee who believes they have experienced harassment.

- (i) Upon receiving a complaint from a member or employee, 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.
- (ii) If an informal resolution cannot be reached, the anti-harassment officer shall assist the member or employee with filing a formal complaint. This formal complaint will be filed with the appropriate individual as outlined in the resolution and complaint procedure.

4. Resolution and Complaint Procedure

- (i) A member or employee who believes s/he has been the target of harassment or discrimination at any OSSTF District 20 meeting or event is encouraged to take immediate action to ensure this behaviour is stopped. All efforts will be made to keep the complaint and resulting procedure confidential to the parties involved in the process.
- (ii) As a first step, the member or employee should make it clear to the respondent that s/he 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.
- (iii) If the behaviour recurs or persists, or if a member or employee does not feel safe in approaching the respondent directly, s/he should speak with the designated anti-harassment officer and ask him/her to act. If no officer has been designated, the member should speak with the TBU President to ask that one be appointed. In the event that the incident occurred at a District function, the TBU President may wish to request assistance from another Bargaining Unit President and/or the District President.
- (iv) The designated anti-harassment officer will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. This can include mediation in order to allow the parties to resolve the issue.
- (v) If the complaint cannot be resolved informally, the complainant may choose to put the complaint and all relevant information in writing.

- (vi) A formal complaint **against a member of the TBU** will be filed with the **TBU President**. With the assistance of the Field Secretary assigned to District 20, the President will investigate and decide on the outcome of the complaint.
- (vii) The parties will be able to **appeal** a decision made by the **TBU President** through the **TBU Anti-Harassment Appeals Committee** as identified in By-Law 4, Section Three, (I) of the T.B.U. By-Laws.
- (viii) A formal complaint **against a member of another bargaining unit** will be filed with the appropriate **Bargaining Unit President**. With the assistance of the Field Secretary assigned to District 20, the Bargaining Unit President will investigate and decide on the outcome of the complaint.
- (ix) The parties will be able to **appeal** a decision made by a **Bargaining Unit President** through that **bargaining unit's Anti-Harassment Appeals Committee**, or, if no such committee exists in that bargaining unit, through the **District Anti-Harassment Appeals Committee** as identified in By-Law 4, Section Three, (G) of the District 20 By-Laws.
- (x) A formal complaint **against an employee of District 20** will be filed with the **District President**. With the assistance of the Field Secretary assigned to District 20, the District President will investigate, report, and make recommendations, if required, to the District Executive Council. The District Executive Council will consider the recommendations and act accordingly. This can include, but is not limited to, progressive discipline. The District President will keep the respective Bargaining Unit President(s) informed throughout the process.
- (xi) The parties will be able to **appeal** a decision made by the **District President** through the **District Anti-Harassment Appeals Committee** as identified in By-Law 4, Section Three, (G) of the District 20 By-Laws.
- (xii) A formal complaint made **against an elected OSSTF District 20 bargaining unit officer** can be brought to **Judicial Council**, through the Field Secretary assigned to District 20. Judicial Council will investigate and decide upon the outcome of the complaint.
- (xiii) Any formal complaint made **against an employee of OSSTF Provincial Office** will be filed with the **General Secretary**, and will come under the purview of OSSTF Provincial Office policies and procedures.
- (xiv) None of the above restricts a member's or employee's right to **file a complaint with the Ontario Human Rights Commission, or make a complaint to police**.

PROC 15 – VOTING PROCEDURES FOR THE ELECTION OF THE TBU PRESIDENT

1. Prior to the in-school vote for President, Branch Presidents will be provided with a Voters List for their workplace by the District Office. Only this list can be used to undertake the voting process. Occasional Teachers having at least one permanent contract section may vote.
2. The Branch President or alternate will identify for staff the time and location where in-school voting will occur.
3. A ballot box must be used to secure cast ballots. The ballot box must be monitored at all times during the voting process and stored in a secure location until it is taken to the Annual Meeting.
4. The Branch President or alternate will ensure that each Teacher voting in the election for President sign for their ballot on the Voters List. Teachers may decline their ballot. Only ballots provided by the District Office may be used for the vote.
5. All ballots must be accounted for on the Voters List. The number of ballots cast and the number of ballots unused must equal the number of ballots provided by the District Office. Discrepancies will be referred to the Election Committee for decision.
6. The Voters List with the total number of ballots cast and number of unused ballots must be faxed to the District Office by 4 pm on the second day of voting.
7. The ballot box must be monitored throughout the voting process and sealed when voting has ended.
8. Proxy voting is only allowed through the District Office.

PROC 16 – TBU District 20 LTD Assistance Fund

1. The TBU District 20 LTD Assistance Fund will be used only for matters related to Long Term Disability for Teachers currently enrolled in the policy or for those Teachers who have opted out of the policy because they are no longer eligible for the benefit.
2. Teachers seeking financial support from the TBU District 20 LTD Assistance Fund must first make application to the Provincial OSSTF Benevolent Fund. The completed application for the Benevolent Fund will be used to determine whether there is a further financial need that may be addressed through the Assistance Fund.
3. Financial assistance provided by the Assistance Fund will be in the form of a grant(2) with no requirement that the monies will be repaid.
4. The total amount of financial assistance cannot exceed \$2500 in one school year and \$5000 in a five-year period.
5. A standing committee will be established (i.e., LTD Assistance Fund Committee) consisting of three Voting members (one from Executive, one from Council and one member-at-large) to consider applications for assistance. The committee shall meet three times a year (November, March, June) and at any other time deemed necessary by the Health and Benefits Officer.

