

CONSTITUTION AND BY-LAWS

of

Ontario Secondary School Teachers' Federation

District 1

Educational Support Staff

Effective

February 11, 2025

CONSTITUTION

Definitions:

In this Constitution

- “OSSTF/FEESO” shall mean the Ontario Secondary Teachers’ Federation.
- “Bargaining Unit” shall be the Educational Support Staff Bargaining Unit which is the OSSTF/FEESO organization of those members for whom OSSTF/FEESO holds bargaining rights under the appropriate legislation.
- “District” shall mean OSSTF/FEESO District 1.
- “Member” shall mean an active member (in good standing) of the ESS Bargaining Unit who is a member of OSSTF/FEESO.
- “Registered” shall mean registered with the College of Early Childhood Educators.
- “Constitution” shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- “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.
- “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.
- “General Meeting” shall mean a meeting of the Bargaining Unit Executive to conduct the business of the unit.
- “Annual General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the election of Executive.
- “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.
- “Job Class” shall mean Educational Assistant or Registered Early Childhood Educator.
- “Regional Area” shall mean an organizational subdivision of the Bargaining Unit into the geographical areas: North, South, and Central.

ARTICLE 1 – Name and Authority

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation District 1, Educational Support Staff.
- 1.2 No part of the ESS Bargaining Unit Constitution, By-laws, Policy and/or Procedures shall contradict any part of the OSSTF/FEESO Provincial or District Constitution, By-laws, Policy and/or Procedures.

ARTICLE 2 – Objectives

- 2.1 The objectives of the ESS Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF/FEESO.
- 2.2 The ethics of the ESS Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF/FEESO.

ARTICLE 3 – Membership

- 3.1 Members shall include employees employed by the District School Board Ontario North in the following classifications: Educational Assistants and Registered Early Childhood Educators as Educational Support Staff who are Members of OSSTF/FEESO.

ARTICLE 4 – Dues and Levies

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

ARTICLE 5 – Organization

5.1 Bargaining Unit Executive

There shall be an Executive consisting of the following voting members:

- 5.1.1 President voted in according to By-Law 3.5
- 5.1.2 3 Vice Presidents, at least one from each job class. Where no one from a job class or area runs for the position, all positions will still be filled.
- 5.1.3 Secretary
- 5.1.4 Treasurer

5.1.5 Chief Negotiator (elected by CBC)

5.1.6 3 Regional Area Representatives, at least one from each job class. Where no one from a job class or area runs for the position, all positions will still be filled.

5.2 An Executive member may hold more than one position simultaneously.

5.3 Additional Regional Area Delegates to the ESS Annual General Meeting shall be determined by membership formula in accordance with 5.3.1. These delegates will be selected the week prior to the meeting and registered as voters.

5.3.1 Additional Regional Area Delegates shall be prorated on the basis of one (1) delegate for each twenty (20) FTE members in each regional area.

5.3.2 In areas where there are less than twenty (20) FTE members, there will be one (1).

5.3.3 Additional representatives to the District Council of Presidents Annual General Meeting shall be determined by membership formula in accordance with 5.3.1.

ARTICLE 6 – Meetings

6.1 Frequency of General 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.

6.4 At all meetings of Bargaining Unit Members, an anti-harassment officer will be appointed and the OSSTF/FEESO District Anti-harassment procedure shall be followed.

6.5 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically. Under no circumstances can any part of the electronic meeting be recorded.

ARTICLE 7 - Collective Bargaining

7.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-laws.

7.2 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 By-laws.

8.2 The chairperson of any Bargaining Unit Standing committee shall attend Bargaining Unit

General Meetings.

ARTICLE 9 – Amendments

9.1 Amendments to the constitution may be made at a General Meeting as provided in the Bylaws.

BY-LAWS

By-Laws 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 A General Meeting may not proceed unless the President and at least one vice president are in attendance.

1.4 The Bargaining Unit President shall call a General Meeting where thirty (30) percent or more of the Members make such a request in writing to the President, limited to no more than two (2) times per year. When in person, such meetings shall be held on a Saturday at 1:00 at a central location. Electronic meetings will be held at a mutually agreeable time.

1.5 There shall be a General Meeting at the call of the President four (4) times per school year. When in person, such meetings shall be held on a Saturday at 1:00 at a central location. Electronic meetings will be held at a mutually agreeable time.

An additional meeting may be called where a majority of the Executive are in agreement.

1.6 The Bargaining Unit President shall call a meeting of the Executive at their discretion, or when at least three (3) members of the Executive make such a request in writing to the President, limited to no more than two (2) times per year. When in person, such meetings shall be held on a Saturday at 1:00 at a central location. Electronic meetings will be held at a mutually agreeable time.

1.7 The Platform in which electronic meeting will be held is designated by the President.

By-Law 2 – Quorum

2.1 A quorum for the Executive and Annual General Meeting shall consist of those members qualified to vote, present and voting.

2.2 A quorum for a General Meeting shall be those members present, qualified to vote and voting.

By-Law 3 – Voting

3.1 Any OSSTF/FEESO Member of the Bargaining Unit may attend and speak at any duly convened General Meeting.

3.1 All OSSTF / FEESO Executive members, plus additional delegates from the 3 regional areas may attend, speak and vote for a member of the Executive for the upcoming term at the Annual General Meeting.

3.2 Where a vote is held, any OSSTF/FEESO member of the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer. Voting may be held electronically. Voting instructions will be sent to members.

3.4 Additional Regional Area Delegates shall be selected to represent the members of their own regional areas prior to the AGM in May of an election year. Interested members will submit their names to their area VP. If there are more nominees than allowable according to the formula in Article 5.3.1 voting may occur through an email set up by the appropriate area VP and the President.

3.5 All OSSTF/FEESO members of the Bargaining Unit shall vote for the position of ESS Bargaining Unit President. This vote will take place the week prior AGM electronically. Voting instructions will be sent to members.

3.6 Voting on the designated electronic platform can only occur for motions pertaining to the business of the Bargaining unit membership, executive, or committees.

By-Law 4 – Elections

4.1 Only Members of the Bargaining Unit may be candidates for office.

4.2 Elections for the Executive with the exception of the (President, Additional Regional Area Delegates, Chief Negotiator, and the Collective Bargaining Committee when required, shall be by secret ballot at the Annual General Meeting when in person. When the AGM is held virtually, voting will take place electronically.

4.2.1 Each candidate may name a scrutineer for the purposes of vote counting when voting in person.

4.3 Written nominations for Executive Officers shall be submitted to the Secretary at least fifteen (15) days prior to the Annual General Meeting.

4.4 Any Member nominated to an Executive position other than President, shall have an opportunity to speak at the Annual General Meeting prior to elections. The speech shall be limited 3 minutes for candidates for Vice President and 1 minute for all other positions.

4.4.1 Candidates for President shall only accrue though correspondence.

4.5 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.

4.6 Everyone on the Bargaining Unit Executive with the exception of the President shall be elected by the majority vote of those present, qualified to vote and voting.

4.7 Defeated candidates shall be considered for other offices if they so choose.

4.8 The term of office for the Bargaining Unit Executive, with the exception of the Chief Negotiator, shall be for three (3) years from July 1 to June 30.

4.9 The members of the Collective Bargaining Committee, being elected to the Committee by a vote of the members of their respective job classes shall serve a term equal to the period of time required to negotiate the current collective agreement.

4.10 The members of the Collective Bargaining Table Team shall serve until the formation of the new Collective Bargaining Committee.

By-Law 5 – Duties of Members

5.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in the OSSTF/FEESO Provincial By-Law 5 – Rights, Privileges and Duties, Section 2 - Duties of Members.

By-Law 6 – Duties of the Bargaining Unit Executive

It is the duty of the Executive to:

6.1 Manage the affairs of the Bargaining Unit between General Meetings.

6.2 Propose a Bargaining Unit budget for presentation at the first General Meeting of the year.

6.3 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

6.4 Communicate regularly with the OSSTF/FEESO Members of the Bargaining Unit regarding the management of the ESS Bargaining Unit

- 6.5 Establish procedures for the ratification of the Collective Agreement.
- 6.6 Fill any vacant position on the Executive, on an interim basis by appointment, with the exception of the position of President.
- 6.7 Ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 6.8 Appoint a Vice-President to perform the duties of the President in the President's absence.

By-Law 7 – Duties of the President

It is the duty of the President to:

- 7.1 Assume the role of Chief Executive Officer for the Bargaining Unit.
- 7.2 Call and preside over all Executive and General Meetings.
- 7.3 Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF/FEESO Handbook.
- 7.4 Be an ex-officio member of all Bargaining Unit Committees.
- 7.5 Report to the Bargaining Unit Executive and Members the activities and concerns of the District.
- 7.6 Report to the Members at the Annual General Meeting.
- 7.7 Represent the Bargaining Unit at Provincial Educational Support Staff Caucus meetings.
- 7.8 Represent all members of the Bargaining Unit fairly.
- 7.9 Attend Provincial, Regional and/or District Workshops and Meetings.
- 7.10 Report to the District Council of Presidents.
- 7.11 The President may appoint a Vice President as their replacement at a District Council of Presidents meeting if they are unable to attend.
- 7.12 Attend Provincial Council as the Bargaining Unit representative.
- 7.13 Carry out the duties of the Grievance Officer.
 - 7.13.1 It is the duty of the Grievance Officer to:
 - Attend Provincial, Regional and/or District Workshops or meetings

- pertaining to the grievance process.
- Inform the Executive of all requests for assistance and potential grievances.
- Develop arguments and policies in pursuing the grievance procedure.

By-Law 8 – Duties of Vice-Presidents

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It is the duty of the Vice-President to:

8.1 Perform the duties of the President in the President's absence.

8.2 Inform the President and Executive of issues that have arisen within the Area to which the Vice-President has been elected.

8.3 Carry out the duties of one of the following portfolios: Equity Anti-Racism Anti-Oppression Officer, Educational Services Officer or Status of Women/Human Rights Officer.

8.3.1 It is the duty of the Equity Ant-Racism Anti-Oppression Officer to:

- Attend Provincial, Regional and/or District Workshops or meetings pertaining to equity, anti-racism, ant-oppression.
 - Provide advice and assistance to members regarding equity issues including equity-based barriers to participation within the Federation.
 - Act as a resource person in the Bargaining Unit which may include reviewing local OSSTF/FEESO policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level.
 - Assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks.
 - Assist the Executive regarding equity issues.

8.3.2 It is the duty of the Educational Services Officer to:

- Attend Provincial, Regional and/or District Workshops or meetings pertaining to Educational Services
- Inform the President and Executive of professional development and training opportunities available to members.
- Collaborate with the District Educational Services Officer to coordinate professional development opportunities for Members.

8.3.3 It is the duty of the Status of Women/Humans Rights Officer to:

- Attend Provincial, Regional and/or District Workshops or meetings pertaining to Status of Women/Humans Rights.
- Inform the President and Executive of activities and events that pertain to Status of Women/Human Rights including but not limited to

International Women's Day and December 6th National Day of Remembrance and Action on Violence Against Women.

- Share any newsletters or communication received with the members.

8.4 Carry out these duties as voted by the executive.

8.5 Newly elected Vice Presidents will decide amongst themselves who will be responsible for which officer portfolio and inform the executive of their decision by the end of the AGM.

8.6 Newly elected Area Representatives will decide amongst themselves who will be responsible for which officer portfolio and inform the executive of their decision by the end of the AGM.

By-Law 9 – Duties of the Regional Area Representatives

It is the duty of the Regional Area Representative to:

9.1 Inform the President and Executive of issues that have arisen within the area they serve.

9.2 Carry out the duties of one of the following portfolios: Benefits Officer, Health and Safety Officer or Pay Equity/Constitution Officer.

9.2.1 It is the duty of the Benefits Officer to:

- Attend Provincial, Regional and/or District workshops or meetings pertaining to benefits.
- Inform the President and Executive of any information or sessions available to members regarding benefits.
- Assist members with concerns or questions regarding their benefits.

9.2.2 It is the duty of the Health and Safety Officer to:

- Attend Provincial, Regional and/or District workshops or meetings pertaining to health and safety.
- Inform the President and Executive of any health and safety concerns brought to their attention.
- Assist members with concerns or questions related to health and safety.

- It is the duty of the Pay Equity/Constitution Officer to:

- Attend Provincial, Regional and/or District workshops or meetings pertaining to pay equity, or constitution matters.
- Assist the President with the process of pay equity and pay equity maintenance for each job class.
- Meet with the President and Vice Presidents as a committee to review the constitution and any proposed changes once annually before the AGM.
- Assist the Executive with matters pertaining to the constitution.

- Carry out of these duties as voted by the executive.

9.4 Newly elected Area Representatives will decide amongst themselves who will be responsible for which officer portfolio and inform the executive of their decision by the end of the AGM.

- Newly elected Area Representatives and Vice Presidents may exchange portfolios for their term with the approval of the Executive at the AGM.

By-Law 10 - Duties of the Secretary

It is the duty of the Secretary to:

10.1 Keep a record of the minutes of all Executive and General Meetings.

10.2 Send a copy of the minutes to each member of the Executive.

10.3 Carry out the duties as may be assigned by the President.

By-Law 11 - Duties of the Treasurer

It is the duty of the Treasurer to:

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

11.2 Carry out the duties as outlined in the OSSTF/FEESO By-Laws.

11.3 Prepare a financial report for each General Meeting

11.4 Prepare a budget for approval at the first General Meeting of the year.

By-Law 12 – Duties of the Chief Negotiator

It is the duty of the Chief Negotiator to:

12.1 Chair the Bargaining Unit Collective Bargaining Committee

12.2 Carry out the duties as outlined in the OSSTF/FEESO By-laws

12.3 Report on a timely and regular basis to the Executive and the Members.

12.4 Attend Provincial, Regional and/or District CBC meetings and workshops.

12.5 Carry out the duties as may be assigned by the President.

By-Law 13 – Amendments

13.1 Amendments to the Constitution and By-Laws may be made at a General Meeting of the Bargaining Unit, to take effect immediately.

13.2 Amendments to the Constitution may be made by a two-thirds majority vote of the members present, qualified to vote and voting provided that notice of the proposed been given to the membership in writing not less than fifteen 15 calendar days prior to the date of the General Meeting.

13.3 Where no such notice is given, amendments may be made by nine-tenths majority vote of the Members present, qualified to vote and voting.

13.4 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 fifteen (15) calendar days prior to the date of the General Meeting.

13.5 Where no such notice is given, amendments may be made by a three-quarters majority of the Members present, qualified to vote and voting.

13.6 Amendments to procedures and Policies shall be made at a General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

By-Law 14 – Vacancy

14.1 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.

14.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.

14.3 Where the vacancy occurs in the position of President, a Vice-President shall assume the position for the remainder of the term of office.

By-Law 15 – Finances

15.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

15.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.

15.3 Vouchers drawn on the Bargaining Unit account shall require two signatures as designated by the Executive.

15.4 There shall be three signatories of which one must be the Treasurer.

15.5 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF/FEESO Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.

By-Law 16 – Collective Bargaining Committee

16.1 The Collective Bargaining Committee shall consist of eight (8) members including the Bargaining Unit President, four (4) E.A. and three (3) ECE representatives. The Vice Presidents will be part of the committee for their job class. Elections of the CBC shall take place at the Annual General Meeting one full year prior to the expiration of the current Collective Agreement.

16.2 The CBC shall elect a Chief Negotiator by secret ballot when in person, one full year prior to the expiration of the current collective agreement or electronically. Voting instructions will be sent to members.

16.3 The Bargaining Unit Executive shall appoint members to fill any vacancies.

16.4 Acceptance or rejection of a tentative agreement shall be by majority of the Members of the job class who vote, provided that reasonable effort is made to give every Member an opportunity to vote. In any case, voting must be completed not less than twenty-four hours nor more than seventy-two hours (Saturdays, Sundays and holidays excepted), after presentation to the Membership of the tentative agreement.

By-Law 17 – Duties of the Collective Bargaining Committee

17.1 It shall be the duty of the Collective Bargaining Committee to:

- Select a Chief Negotiator from the members of the committee
- Elect a table team for each job class according to 17.2.
- Communicate regularly with the Members on the process of negotiation.
- Seek the ratification of the collective agreement from bargaining unit members.

17.2 One full year prior to the expiration of the collective agreement, each job class will be represented by a Table Team that includes the Bargaining Unit President and the Chief Negotiator.

- The Educational Assistants' Table Team shall include three (3) EA representatives in addition to the Bargaining Unit President and the Chief Negotiator.

17.2.2 The Early Childhood Educators' Table Team shall include two (2) ECE representatives in addition to the Bargaining Unit President and Chief Negotiator

- It shall be the duty of each Table Team to:
 - Survey the membership from their job class.
 - Prepare a negotiating brief.
 - Seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF/FEESO.
 - Communicate regularly with the Collective Bargaining Committee.

By-Law 18 – Delegates to the Annual Meeting of Provincial Assembly

18.1 The selection of delegates to AMPA shall be in accordance with the District and Provincial Constitution and By-Laws.

18.2 The number of delegates shall be determined by the General Secretary of OSSTF/FEESO in accordance with the OSSTF/FEESO Constitution and By-Laws.

By-Law 19 – Appeals Committee

19.1 Any member who wishes to appeal a decision made by the President and Grievance Officer to pursue or not pursue a grievance may do so.

19.2 Such appeal shall be made in writing.

19.3 The appeal shall be heard by the Executive Members, with the exception of the President and Grievance Officer.

By-Law 20 - Electronic Motions

20.1 The ESS President e-mails the message to all members of the Executive simultaneously with the designation “OSSTF/FEESO Urgent ESS BU Business” in the subject line declaring an online meeting and requesting that members respond within 48 hours.

20.2 Each member responds to the entire list to acknowledge the receipt all messages.

20.3 All members who have not responded will be called to ensure awareness of posted message.

20.4 Members must register their presence within 48 hours of the initial posting.

20.5 A quorum of council members is required for the process to continue.

20.6 The president requests a second.

20.7 Discussion takes place within a prescribed time frame usually 48 hours.

20.8 Once the discussion has taken place, the president calls for a vote and indicates the voting time frame, usually 24 hours.

20.9 Members register their vote with the code OSSTF/FEESO Business VOTE in the subject line voting yes, no or abstain and respond to all.

20.10 For the motion to pass, there must be a majority vote.

20.11 The president announces the result of the vote.

20.12 At the next scheduled business meeting, the motion, second and results of the vote must be entered into the regular minutes along with the appropriate BIRT.

20.13 Electronic motions cannot be used for the following purposes: to conduct strike votes, to change collective agreement language through minutes of understanding, ratification of tentative collective agreement, or constitutional amendments.