

DISTRICT 23

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS' BARGAINING UNIT

CONSTITUTION, BYLAWS, AND POLICIES

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ARTICLE 1 – DEFINITIONS

- 1.1 In this Constitution and Bylaws:
- 1.1.1 **"Annual General Meeting (AGM)"** shall be the yearly business meeting of the whole membership of the Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie called by the Executive to: receive reports, elect Executive members, consider changes and amendments to the OTBU Constitution, Bylaws and Policies, approve the annual budget, and conduct any further business as determined by the Executive in accordance with practices established by this Constitution.
- 1.1.2 **"Bylaws"** shall mean standing rules governing the membership of the OSSTF, made under this constitution, on matters of internal regulation and matters which are entirely within the control of the Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie.
- 1.1.3 **"Constitution"** shall mean a system of fundamental principles according to which the Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie are governed.
- 1.1.4 **"District"** shall mean District 23 Grand Erie of the OSSTF.
- 1.1.5 **"Executive"** shall mean the OTBU Executive Committee as constituted under Article 5.
- 1.1.6 **"General Meeting"** shall mean any meeting of the whole membership of Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie called between AGMs.
- 1.1.7 **"Grievance"** is a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement, including a question as to whether or not a matter is arbitral.
- 1.1.8 **"Member"** shall mean a Member in good standing in the Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie.
- 1.1.9 **"Occasional Teachers' Bargaining Unit (OTBU)"** shall mean Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie.
- 1.1.10 **"OSSTF"** shall mean the Ontario Secondary School Teachers' Federation.
- 1.1.11 **"Policy"** shall mean a stand or position taken by the OTBU, in accordance with its bylaws on matters whose resolution is beyond the internal legislative power of the Occasional Teachers' Bargaining Unit of the OSSTF District 23 Grand Erie.
- 1.1.12 Other definitions shall be those specified in Article 1 of the OSSTF Constitution.

ARTICLE 2 – NAME

- 2.1 The name shall be "Occasional Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation District 23 Grand Erie."

ARTICLE 3 - MEMBERSHIP

- 3.1 Membership in Occasional Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation District 23 Grand Erie shall be in accordance with the OSSTF Provincial Constitution and Bylaws.

ARTICLE 4 – OBJECTS

- 4.1 The objects of the Occasional Teachers' Bargaining Unit shall be as stated in the OSSTF Constitution.

ARTICLE 5 – ORGANIZATION

5.1 OTBU COMMITTEES:

5.1.1 There shall be the following Committees:

- (a) Executive
- (b) Collective Bargaining (CBC)
- (c) Political Action
- (d) Education Services
- (e) Investigation
- (f) Appeal

5.1.2 The committee membership shall consist of the following voting members.

5.1.2.1 Executive

- (a) President
- (b) Vice-President
- (c) Chief Negotiator
- (d) Secretary
- (e) Treasurer
- (f) Health and Safety Officer
- (g) Communications Officer
- (h) Political Action Officer
- (i) Education Services Officer
- (j) Constitutional Officer
- (k) Executive Officer at Large (3)
- (l) Equity, Anti-Racism and Anti-Harassment Officer

5.1.2.2 Collective Bargaining

- (a) Chief Negotiator
- (b) Up to five (5) members elected at the AGM
- (c) President
- (d) Vice-President

5.1.2.3 Education Services

- (a) Educational Services Officer
- (b) Up to four (4) members elected at the AGM

5.1.2.4 Political Action

Up to five (5) members elected at the AGM.

5.1.2.5 Grievance

- (a) President
- (b) Vice-President
- (c) Two (2) members of the Executive

5.1.2.6 Appeal

The committee shall be selected from three members of the Executive Committee who were not involved in the original decision.

5.2. DISTRICT COMMITTEES:

5.2.1 OTBU shall have representatives on the following District Committees:

- (a) Co-Ordinating (DCC)
- (b) Communication, Excellence in Education, Political Action (CEEPAC)
- (c) Education Services
- (d) Finance

- (e) Health and Safety
- (f) Human Rights
- (g) Status of Women

5.2.2 The OTBU representatives to each committee shall be as follows;

5.2.2.1 **Co-Ordinating (DCC)**

- (a) President
- (b) Vice-President

5.2.2.2 **Communications, Excellence in Education, Political Action (CEEPAC)**

- (a) PA Officer
- (b) One (1) additional representative from the Bargaining Unit Political Action Committee.

5.2.2.3 **Education Services**

- (a) Education Services Officer
- (b) One additional representative from Educational Services Committee.

5.2.2.4 **Finance**

Treasurer

5.2.2.5 **Health and Safety**

Health and Safety Officer

5.2.2.6 **Human Rights**

Up to two (2) representatives elected at the AGM

5.2.2.7 **Status of Women**

Up to two (2) representatives elected at the AGM.

ARTICLE 6 - ANTI-HARASSMENT AND ANTI-BULLYING

6.1 There shall be Anti-Harassment and Anti-Bullying Policies and Procedures in place for all meetings and events.

ARTICLE 7 – AMENDMENTS TO THE CONSTITUTION, BYLAWS, AND POLICIES

7.1 Amendments to this Constitution may only be made:

- 7.1.1 by approval of greater than 2/3 vote of those present, eligible to vote, and voting at the Annual General Meeting or a General Meeting. Notice of the proposed amendment (on time) must be received by the Secretary 14 calendar days prior to the meeting and notice of the proposed amendment(s) must be posted to the District 23 website for at least 7 calendar days prior to the meeting.
- 7.1.2 by approval of a 90% vote of the members present, eligible to vote and voting at the Annual General Meeting or a General Meeting when the time criteria in 7.1.1 above has not been met (late motion).

BYLAW 1 - FEDERATION YEAR

1.1 The Federation fiscal year shall be the same as that in the OSSTF Provincial Bylaws.

BYLAW 2 - DUTIES OF MEMBERS

2.1 It shall be the duty of Members to:

- 2.1.1 comply with the duties of Members of the Ontario Secondary School Teachers Federation as defined in its Bylaws, Policies and Procedures

- 2.1.2 refrain, unless forbidden by law, from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by Branches of OSSTF under the provisions of the Ontario Labour Relations Act.
- 2.1.3 receive the approval of the Executive, before releasing to any outside body a brief or communication which could be interpreted as representing OTBU policy.

BYLAW 3 - OCCASIONAL TEACHER BARGAINING UNIT COMMITTEES

3.1 EXECUTIVE

- 3.1.1 It shall be the duty of the Executive to:
 - 3.1.1.1 promote the aims and objects of OSSTF;
 - 3.1.1.2 carry out the instructions and requests of the Provincial Executive;
 - 3.1.1.3 meet at the call of the President and/or at the written request of two members of the Executive at least four times per year;
 - 3.1.1.4 administer the business of the OTBU between AGMs;
 - 3.1.1.5 establish interim policy and to amend existing policies for the OTBU which, to become permanent, must be approved at the AGM;
 - 3.1.1.6 approve an interim budget and prepare a projected budget for the OTBU which must be approved at the AGM;
 - 3.1.1.7 communicate regularly with OTBU members;
 - 3.1.1.8 give final approval to the OTBU's negotiating brief;
 - 3.1.1.9 appoint the Health and Safety Officer;
 - 3.1.1.10 appoint the Communications Officer;
 - 3.1.1.11 appoint the Political Action Officer;
 - 3.1.1.12 appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend.
 - 3.1.1.13 appoint interim Executive Officers/members as required.
 - 3.1.1.14 appoint committee members as required.

3.2 Duties of the Executive Officers

3.2.1 President

- It shall be the duty of the President to:
 - 3.2.1.1 be the presiding officer and the official representative of the OTBU;
 - 3.2.1.2 call Executive meetings, the Annual General Meeting and General Membership meetings;
 - 3.2.1.3 serve as the Bargaining Unit's Provincial Councillor;
 - 3.2.1.4 determine and authorize the official OTBU delegates to all union events;
 - 3.2.1.5 authorize executive members' release time and expenses in conjunction with the Treasurer;
 - 3.2.1.6 act as liaison between the Provincial OSSTF and the OTBU;
 - 3.2.1.7 act as liaison between the Board and the OTBU;
 - 3.2.1.8 liaise regularly with the District 23 Presidents and the TBU Chief Negotiator;
 - 3.2.1.9 attend the District 23 TBU Council Meetings as the official District 23 OTBU representative;
 - 3.2.1.10 represent the OTBU on the District Coordinating Committee;
 - 3.2.1.11 be a voting member of the OTBU Collective Bargaining Committee;
 - 3.2.1.12 be an ex-officio member of all OTBU standing committees and District Committees;
 - 3.2.1.13 submit a report each year to the Annual General Meeting;
 - 3.2.1.14 receive, answer and compose correspondence on behalf of the OTBU

3.2.2 Vice-President

- It shall be the duty of the Vice-President to:
 - 3.2.2.1 perform the duties of the President in the President's absence;
 - 3.2.2.2 carry out duties as may be delegated by the President or Executive;
 - 3.2.2.3 represent the OTBU on the District Coordinating Committee;
 - 3.2.2.4 be a voting member of the Collective Bargaining Committee

3.2.3 Secretary

- 3.2.3.1 It shall be the duty of the Secretary to:
3.2.3.2 record, keep on file, and distribute minutes of meetings: Executive, General Membership, AGM
3.2.3.3 file approved minutes with the District Office Manager, copy to the President and keep on file within the OTBU;
3.2.3.3 perform duties as assigned by the President or the Executive.
- 3.2.4 **Treasurer**
It shall be the duty of the Treasurer to:
3.2.4.1 keep accurate account of finances and report to each Executive meeting regarding the status of finances;
3.2.4.2 represent the OTBU on the District Finance Committee;
3.2.4.3 present a year end financial report for the preceding fiscal year and year to date expenditures at the AGM;
3.2.4.4 present a projected annual budget on behalf of the Executive for approval at the AGM;
3.2.4.5 verify the expenses of the Executive in conjunction with the President;
3.2.4.6 carry out other duties as assigned by the President or the Executive.
- 3.2.5 **Chief Negotiator**
It shall be the duty of the Chief Negotiator to:
3.2.5.1 co-ordinate the efforts of the Collective Bargaining Committee (CBC);
3.2.5.2 serve as Chair of the Collective Bargaining Committee (CBC);
3.2.5.3 prepare, with the assistance of the CBC, the negotiating Brief, and present same for approval to the Executive;
3.2.5.4 be the spokesperson for the OTBU at negotiations meetings with the Board;
3.2.5.5 report to the Executive and the membership, on a regular basis, the progress of negotiations;
3.2.5.6 present a report at the AGM;
3.2.5.7 present the terms of settlement of a collective agreement with the Board to the membership for information and ratification;
3.2.5.8 represent the OTBU at the Regional CBC meetings and Provincial CBC Conferences;
3.2.5.9 act as Contract Maintenance Officer;
3.2.5.10 carry out duties as assigned by the President or the Executive.
- 3.2.6 **Health and Safety Officer**
It shall be the duty of the Health and Safety Officer to:
3.2.6.1 be a member of the Joint Occupational Health and Safety Committee;
3.2.6.2 attend monthly meetings of the JOHSC;
3.2.6.3 represent OTBU members in Health and Safety issues or concerns;
3.2.6.4 be or become a certified worker member;
3.2.6.5 participate in Health and Safety audits in conjunction with school/workplace site Health and Safety Team Members;
3.2.6.6 report at Executive meetings and periodically to the general membership;
3.2.6.7 represent the OTBU on the District Health and Safety Committee;
3.2.6.8 carry out duties as assigned by the President or the Executive.
- 3.2.7 **Communications Officer**
It shall be the duty of the Communications Officer to:
3.2.7.1 liaise with Executive, Bargaining Unit and District Committees;
3.2.7.2 prepare and distribute communications (e.g. newsletter, social media) to the membership at the direction of the President or Executive;
3.2.7.3 attend OTBU Executive meetings.
- 3.2.8 **Political Action Officer**
It shall be the duty of the Political Action Officer to:
3.2.8.1 represent the OTBU on the District Political Action Committee (PAC);

- 3.2.8.2 report District and Provincial Political Action information to the OTBU Executive;
- 3.2.8.3 prepare with the Bargaining Unit Political Action Committee and distribute Political Action updates to the membership at the direction of the President or Executive;
- 3.2.8.4 plan and execute political action events in conjunction with the Political Action Committee, Executive and the District CEEPAC;
- 3.2.8.5 attend OTBU Executive meetings.
- 3.2.9 **Provincial Councillor**
It shall be the duty of the Provincial Councillor to:
 - 3.2.9.1 attend Provincial Council meetings;
 - 3.2.9.2 provide written reports about Provincial Council Meetings to the Occasional Teacher Bargaining Units Executive and Members;
 - 3.2.9.3 be the Occasional Teacher Bargaining Unit AMPA delegate.
- 3.2.10 **Education Services Officer**
It shall be the duty of the Education Services Officer to:
 - 3.2.10.1 represent the OTBU on the District Education Services Committee;
 - 3.2.10.2 chair the OTBU Education Services Committee;
 - 3.2.10.3 plan and coordinate OTBU Professional Development opportunities in conjunction with the Education Services Committee and the OTBU Executive;
 - 3.2.10.4 attend OTBU Executive meetings;
 - 3.2.10.5 report to the Executive and the membership;
 - 3.2.10.6 carry out duties assigned by the President or the Executive.
- 3.2.11 **Constitution Officer**
It shall be the duty of the Constitution Officer to:
 - 3.2.11.1 develop constitutional language as directed by the executive;
 - 3.2.11.2 explain the rationale for constitutional language changes to OTBU Executive;
 - 3.2.11.3 present constitutional changes at General meetings; ;
 - 3.2.11.4 attend OTBU Executive meetings;
 - 3.2.11.5 carry out duties assigned by the President or the Executive.
- 3.2.12 **Executive Officer**
It shall be the duty of the Executive Officer at Large to:
 - 3.2.12.1 represent members in their assigned geographic zone;
 - 3.2.12.2 advise the President and Executive of developing issues in area schools;
 - 3.2.12.3 submit a report at each Executive meetings;
 - 3.2.12.4 attend OTBU Executive meetings;
 - 3.2.12.5 carry out duties assigned by the President or the Executive.
- 3.2.13 **Grievance Officers**
 - 3.2.13.1 There may be four (4) Grievance Officers of the Bargaining Unit from members of the Executive.
 - 3.2.13.2 The President and Vice-President shall be grievance officers.
 - 3.2.13.3 Up to two (2) additional grievance officer may on the recommendation of the President to be approved by the Executive.
- 3.2.14 **Equity, Anti-Racism, and Anti-Oppression Officer**
 - 3.2.14.1 assist the Executive regarding equity issues
 - 3.2.14.2 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
 - 3.2.14.3 assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation

- 3.2.14.4 assist Members to navigate and access OSSTF/FEESO spaces
- 3.2.14.5 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks **AND preparation of local OSSTF/FEESO materials relating to equity**
- 3.2.14.6 assist in the establishment of a local equity, anti-racism, and anti-oppression committee
- 3.2.14.7 assist in the preparation of local OSSTF/FEESO materials relating to equity
- 3.2.14.8 build awareness on equity, anti-racism, and anti-oppressive issues
- 3.2.14.9 co-ordinate and participate in training on equity and related matters
- 3.2.14.10 examine equity-based barriers to participation and leadership at the local level
- 3.2.14.11 **increase member engagement** of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members
- 3.2.14.12 promote communication about Federation events and volunteer opportunities to First Nations, Métis, Inuit, and equity-seeking members
- 3.2.14.13 **support and amplify** members of First Nations, Métis, Inuit, and equity-seeking groups within the Bargaining Unit.
- 3.2.14.14 **liaise with** community groups (and other organizations where applicable)
- 3.2.14.15 **liaise with** other Bargaining Units' Equity, Anti-Racism & Anti-Oppression Officers to collaborate and share resources
- 3.2.14.16 attend and report to meetings of the Executive
- 3.2.14.17 duties as assigned by the President

3.3 **Standing Committees:** **General**

- 3.3.1.1 The decision to publish findings, to implement suggested policies, or to embark upon courses of action recommended by a Committee shall be the responsibility of a Meeting of the General Membership, or the Executive.
- 3.3.1.2 The report of a Committee to Executive may be treated as confidential only after a vote of the Executive (by a majority of those present, eligible to vote and voting) to do so.
- 3.3.1.3 Should the Membership wish to reverse a ruling establishing a certain report confidential, a majority of those voting at a meeting of the General Membership must vote in favour of reversal
- 3.3.1.4 At no time do Committees have the authority to settle a negotiable item without Membership approval unless otherwise provided for by the existing Collective Agreement.

3.3.2 **Collective Bargaining**

- It shall be the duty of the Collective Bargaining Committee to:
 - 3.3.2.1 represent the membership in collective bargaining with the Grand Erie District School Board;
 - 3.3.2.2 solicit input from the membership to discern the negotiable areas of concern;
 - 3.3.2.3 assist the Chief Negotiator in preparing the negotiating brief;
 - 3.3.2.4 carry out negotiations with the Grand Erie District School Board;
 - 3.3.2.5 to distribute information on negotiations to members;
 - 3.3.2.6 to arrange information and ratification meetings.

3.3.3 **Education Services**

- It shall be the duty of the Education Services Committee to:
 - 3.3.3.1 elect a second representative to the District Education Services Committee;

- 3.3.3.2 elect a second representative to the TBU Education Services Committee;
- 3.3.3.3 plan and promote Professional Development workshops, events, materials for the OTBU
- 3.3.3.4 prepare a committee budget in conjunction with the Treasurer;
- 3.3.3.5 report on activities regularly to the Executive
- 3.3.3.6 submit year end report at the AGM
- 3.3.4 **Political Action**
 - It shall be the duty of the Political Action Committee to:
 - 3.3.4.1 elect a second representative to the District Political Action Committee;
 - 3.3.3.2 plan and promote Political Action workshops, events, materials for the OTBU
 - 3.3.3.3 prepare a committee budget in conjunction with the Treasurer;
 - 3.3.3.4 report on activities regularly to the Executive
 - 3.3.3.5 submit a year end report at the AGM
- 3.3.5 **Investigation**
 - 3.3.5.1 The Committee shall be three Officers from the Bargaining Unit Executive, the President, the Vice President and the Chief Negotiator.
 - 3.3.5.1.1 In the event that an Executive Member is not available to serve as an Officer, then another Executive Member may be selected by the Executive to serve.
 - 3.3.5.1.2 It shall be the duty of the Investigation Committee to elect one of its members to serve as chairperson.
 - 3.3.5.1.3 In the event that a member of the Investigation Committee is involved in a possible grievance or complaint, that member will be excused from the Investigation Committee and an alternate from the Executive will be selected.
 - 3.3.5.1.4 Meetings will be called by the Chairperson.
 - 3.3.5.1.5 All grievances or complaints are confidential to the grievor(s) or complainant(s), the Committee.
 - 3.3.5.2 **Terms of Reference**
 - 3.3.5.2.1 The purpose of the Investigation Committee shall be to resolve any grievances or complaints in the OTBU.
 - 3.3.5.2.2 A grievance is a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement which is received in writing by the President with the relevant information.
 - 3.3.5.2.3 A complaint is a matter arising from the Anti-Harassment Policy or other matter that requires adjudication by the Committee which is received in writing by the President with the particulars of the incident within 15 days of the incident.
 - 3.3.5.3 **Procedures for Alleged Grievances and Complaints**
 - 3.3.5.3.1 Once a grievance or complaint is alleged, the Chairperson will assign the investigation to a particular Officer. This Officer will present his/her findings and any recommendation to the Investigation Committee.
 - 3.3.5.3.2 The Investigation Committee will meet to hear the report of the investigating officer and the Member(s) who has/have the right to express his/her facts. The Member(s) will be allowed assistance for their presentation from any Member.
 - 3.3.5.3.3 The Investigation Committee will meet in camera to decide the course of action to be followed.
 - 3.3.5.3.4 The decision will be communicated to the concerned Member(s) along with rationale.
 - 3.3.5.3.5 The Member(s) concerned will be allowed an opportunity to appeal the decision. The Member(s) will again be allowed assistance in presenting the appeal.
 - 3.3.5.3.6 All decisions of the Investigation Committee will be by simple majority.
- 3.3.6 **Appeal**
 - 3.3.6.1 The three members of the Appeal committee shall be approved by the Executive.
 - 3.3.6.2 The Appeal Committee will choose a member to act as Chairperson.
 - 3.3.6.3 The Appeal Committee will hear reports from the Investigation Committee and the Appellant in that order.
 - 3.3.6.4 All grievances or complaints are confidential to the grievor(s) or complainant(s), and the Appeal Committee.

3.3.7 Appeal Procedure

- 3.3.7.1 Members of the Bargaining Unit affected by a decision of the Investigation Committee resulting from a grievance or complaint may appeal this decision using the following procedure.
- 3.3.7.2 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.
- 3.3.7.3 Within two days of receiving the request, the Bargaining Unit President shall appoint three members of the Appeal Committee to consider the appeal.
- 3.3.7.4 Within three days, the Appeal Committee shall meet to consider the appeal.
- 3.3.7.5 Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
- 3.3.7.6 Following the review, the Appeal Committee shall either confirm or modify the decision giving reasons.
- 3.3.7.7 The decision of the Appeal Committee shall be consistent with the applicable Articles of the Collective Agreement and OSSTF Constitution, Bylaws, Policies and Procedures.
- 3.3.7.8 The Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.
- 3.3.7.9 Within two days of receiving the decision of the Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
- 3.3.7.10 The decision of the Appeals Committee shall be considered final and not subject to any appeal within the Bargaining Unit.

BYLAW 4 - DISTRICT COMMITTEES

- 4.1 The duties of the District Committees and the Chairpersons of the District Committees are as described in Bylaw 4 of the Constitution, Bylaws and Policies of Ontario Secondary School Teachers' Federation of District 23 Grand Erie March 2011 and as mended from time to time.

BYLAW 5- MEETINGS

- 5.1 Executive Committee
 - 5.1.1 The Executive shall meet at least four (4) times a year at the call of the President, or on the request of two Members of the Executive.
- 5.2 Collective Bargaining Committee
 - 5.2.1 The Collective Bargaining Committee shall meet at least twice per year.
- 5.3 Education Services Committee
 - 5.3.1 The Education Services Committee shall meet at least twice a year.
- 5.4 Political Action Committee
 - 5.4.1 The Political Action Committee shall meet at least twice a year
- 5.5 Investigation Committee
 - 5.5.1 The Investigation Committee shall meet at the call of the President.
- 5.6 Appeal Committee
 - 5.6.1 The Appeal Committee shall meet at the call of the President.
- 5.7 **Annual General Meeting**
 - 5.7.1 There shall be an Annual General Meeting held in May with at least 20 calendar days written/electronic notice served;
 - 5.7.2 Resolutions to the AGM shall be posted on the District 23 website or shall be available at the Federation Office 7 days prior to the AGM;
 - 5.7.3 The AGM shall, on a bi-annual basis, elect the President, the Chief Negotiator, the Vice-President, the Secretary, and the Treasurer

- 5.7.4 The AGM shall, on a bi-annual basis, elect representatives to the following OTBU committees;
 - 5.7.4.1 up to five (5) members for Collective Bargaining
 - 5.7.4.2 up to five (5) members for Educational Services
 - 5.7.4.3 up to five (5) members for Political Action
- 5.7.5 The AGM shall, on a bi-annual basis, elect representatives to the following District committees;
 - 5.7.5.1 one member for CEEPAC
 - 5.7.5.2 up to two (2) members for Human Rights
 - 5.7.5.3 up to two (2) members for Status of Women
- 5.7.6 The AGM shall approve the projected budget for the following year.
- 5.7.7 The AGM shall consider and decide upon proposed amendments to this Constitution and Bylaws;
- 5.7.8 The AGM may create, amend, or revoke policy in the name of the District 23 OTBU.
- 5.7.9 The AGM shall consist of:
 - 5.7.9.1 voting members, who shall be Members of the District 23 OTBU of OSSTF, and
 - 5.7.9.2 non-voting members who shall be Members of other District 23 OSSTF Bargaining Units, OSSTF Provincial representatives, invited guests.
- 5.7.10 The package for the Annual General Meeting, including, but not limited to the Agenda, Reports and On-time Resolutions, but excluding the Treasurer's Report, shall be posted on the OTBU section of the District website, (in accordance with the OTBU Constitution and Bylaws,) with a small number of copies to be made available at the AGM. (A.5.6)
- 5.8 **General Meetings**
 - 5.8.1 A meeting of all OTBU members may be held at the call of the OTBU President with 14 calendar days written notice being served.
 - 5.8.1.1 Notwithstanding 5.7.1, emergency notification may supersede the timelines.
 - 5.8.2 A meeting of all OTBU members shall be constituted by the OTBU President upon the receipt of a petition in written form, stating the reason for calling the meeting, and signed by at least ten (10) Members of the OTBU. The meeting shall occur within 21 calendar days.
- 5.9 **Ratification or Rejection of a Tentative Collection Agreement**
 - 5.9.1 **An impasse or a tentative agreement**
 - 5.9.1.1 In the event that either a tentative agreement or an impasse is reached, the Chief Negotiator will communicate that information to the membership and shall report to the Collective Bargaining Committee and to the Executive.
 - 5.9.1.2 The President will call a meeting of the general membership.
 - 5.9.1.3 The details of the proposed Collective Agreement or the Board's Final Offer will be available prior to the meeting. The details will be presented to the membership by the TableTeam.
 - 5.9.1.4 The Executive may recommend acceptance or rejection of the offer.
 - 5.9.2 **Impasse**
 - 5.9.2.1 The Executive shall request Provincial involvement in the negotiations process.
 - 5.9.2.2 The appropriate legislated process shall be followed in order to reach an agreement with the Board.
 - 5.9.3 **Ratification**
 - 5.9.3.1 Before a ratification vote is taken, the complete memorandum of agreement must be in the hands of the membership a minimum of two (2) teaching days prior to the ratification vote.
 - 5.9.3.2 A ratification vote, by secret ballot, shall take place in a manner as determined by the Executive.

- 5.9.3.3 Ratification of a Collective Agreement shall require a minimum of 50% + 1 of the votes cast.
- 5.10 **Representation at District 23 Meetings**
Representation at District meetings shall be as prescribed in "Constitution, Bylaws and Policies of O.S.S.T.F. District 23 Grand Erie".
- 5.11 **Annual Meeting of the Provincial Assembly (AMPA)**
- 5.11.1 The President or designate from the Executive shall be the delegate to attend the Annual Meeting of the Provincial Assembly.
- 5.11.2 Any additional delegates required from the Bargaining Unit shall be approved by the Executive.

BYLAW 6- PROCEDURE AT MEETINGS

- 6.1 **Rules of Order**
Meetings shall be conducted in accordance with the rules of order adopted by the Annual Meeting of the Provincial Assembly (1974) and as amended from time to time by the Provincial Council and/or Annual Meeting of the Provincial Assembly.
- 6.2 **Quorum**
- 6.2.1 A quorum of the Executive shall be 50% of the voting members of the Executive.
- 6.2.2 A quorum of an OTBU Standing or Ad Hoc Committee shall be 50% of the voting members.
- 6.2.2.1 Notwithstanding 6.2.2, one member of the quorum for the Collective Bargaining Committee must be the Chief Negotiator.
- 6.2.3 A quorum for all General Meetings, including the Annual General Meeting, and Ratification meeting shall consist of those Members present, eligible to vote and voting.
- 6.3 **Electronic Meetings**
- 6.3.1 The Bargaining Unit Executive may determine that a meeting will be held entirely by means of a telephone, electronic or other communication method that permits all Members to communicate adequately with each other, in the opinion of the Bargaining Unit Executive.
- 6.3.2 A person participating in a meeting by such means is deemed to be present at the meeting.
- 6.3.3 Notwithstanding any other provision of these Bylaws, any person participating in a meeting of Members pursuant to this section who is entitled to vote at that meeting may vote by means of any telephone, electronic or other communication method that the Bargaining Unit has made available for that purpose.

BYLAW 7- ELECTIONS, Appointments and Vacancies

- 7.1 **Offices**
- 7.1.1 Election to the elected offices on the OTBU Executive shall take place at the AGM.
- 7.1.2 Election of members to the Standing Committees shall take place at the AGM.
- 7.1.3 Election of the representatives to the following District committees, Political Action, Human Rights, and Status of Women shall take place at the AGM.
- 7.2 **Nominations**
- 7.2.1 Nominations for the positions of President, Chief Negotiator, First Vice-President, Treasurer, Secretary, Constitutional Officer and committee representatives shall be received in writing by the Elections Committee using the prescribed form on the website no later than fourteen (14) days prior to the AGM. The nominees and the positions sought shall be posted on the OTBU section of the District website, seven (7) days in advance of the AGM.
- 7.2.2 Provision shall be made for nominations from the floor of the AGM before the nominations are declared closed by the Chairperson.

7.3 Elections

- 7.3.1 An Election and Steering Committee shall be formed from the membership prior to an AGM where elections are to take place.
- 7.3.2 The Election and Steering Committee shall be selected by the Executive and consist of at least three (3) members, who are not running for Executive Office.
- 7.3.3 Elections for President shall be held first. Elections for other positions shall be in the order of Chief Negotiator, Vice-President, Treasurer, Secretary and Constitutional Officer.

7.4.1 Balloting

- 7.4.1 Elections shall be by secret ballot.
- 7.4.2 Election of the President, Chief Negotiator, First Vice-President, Treasurer, Secretary and Constitutional Officer shall be by majority vote of those qualified to vote, present and voting.
- 7.4.3 In any election, where, after a particular ballot, a further ballot may be necessary, the candidate receiving the lowest number of votes shall be dropped.

7.5 Term of Office

- 7.5.1 The term of office of the Executive will be two years beginning July 1 following the Annual General Meeting election of the Executive.
- 7.5.2 The term of office for committee members will be two years beginning July 1 following the Annual General Meeting election to the committee.

7.6 Vacancies

- 7.6.1 Vacancy for President
 - 7.6.1.1 The Vice-President shall become President.
 - 7.6.1.2 The pro-tempora appointment shall stand until the end of the Federation year, and the position shall be filled for the remainder of the term by an election at the AGM.
- 7.6.2 Vacancy on Executive, other than President
 - 7.6.2.1 The membership shall be notified so that members can submit their names to the President.
 - 7.6.2.2 The pro-tempora appointment shall stand until the member returns from the approved leave or until the end of the Federation year, and the position shall be filled for the remainder of the term by an election at the AGM.
- 7.6.3 Vacancy on Committees
 - 7.6.3.1 The Membership shall be notified so that members can submit their name to the President.
 - 7.6.3.2 The pro-tempora appointment shall stand until the member returns from the approved leave or until the end of the Federation year, and the position shall be filled for the remainder of the term by an election at the AGM.

7.7 Appointments

- 7.7.1 Applications for the appointed Executive positions of Communications Officer, Political Action Officer, Educational Services Officer, Executive Officer at Large (3), Equity, Anti-Racism and Anti-Oppression Officer and Health and Safety Officer will be by letter to the President on or before the date of the AGM. The letter must include relevant qualifications and experience for the position sought.
- 7.7.2 Applications for vacated executive positions, at any time between AGM's, will be sent by letter to the President. The letter must include relevant qualifications and experience for the position sought.
- 7.7.3 Applications for vacant committee positions (Collective Bargaining, Political Action, Educational Services, Human Rights, Status of Women) will be sent by letter to the President sent at any time between AGM's. The letter must include relevant qualifications and experience for the position sought.

- 7.7.4 The Executive will meet to consider candidates and select a member for that position by vote and appoint them.
- 7.7.4.1 Appointed Executive Officer positions shall be made at the next meeting of the Executive following the AGM.
- 7.7.4.2 Appointment of a member to a vacant Executive office and a standing or District committee shall be made at a meeting of the Executive.
- 7.8 **Vacancy – non-representation**
- 7.8.1 All members who serve as Officers or Committee members must attend meetings and complete their duties to serve the membership as specified in the Bylaws.
- 7.8.2 An officer or committee member may be replaced in their position if they miss three (3) consecutive meetings unless one of the following occurs;
 - 7.8.3 they have submitted a written request to the President and received an approved leave from their duties by the Executive prior to the third missed meeting, or
 - 7.8.4 they submit a letter of resignation to the Executive at or before the third missed meeting.
- 7.8.5 The Executive may make a motion and remove a member by a majority vote of the Executive.

BYLAW 8 – FEES

- 8.1 The fees for every Member shall be as prescribed in the Provincial OSSTF Constitution and Bylaws.
- 8.2 The method of payment of fees shall be as prescribed in the collective agreement made between the OTBU and the Grand Erie District School Board.

BYLAW 9 - LOCAL LEVY

- 9.1 The OTBU shall be empowered to collect from its Members a local levy for the support and operation of the OTBU as approved at the Annual General Meeting.
- 9.2 Approval of the OTBU Budget shall result in the approval of the required OTBU local levy.
- 9.3 The method of payment of the local levy shall be as prescribed in the collective agreement made between the OTBU and the Grand Erie District School Board.

BYLAW 10 Honorarium and Release Time

- 10.1 (a) The President will receive an honorarium to allow attendance at meetings and service to Members. The honorarium shall be approved at the AGM.
 - (b) The Vice President will receive an honorarium at the discretion of the President or Executive to allow attendance at meetings and service to Members. The honorarium shall be approved at the AGM.
 - (c) The Chief Negotiator will receive an honorarium to allow for preparation of the Collective Agreement Brief and for attendance at meetings and service to Members during collective bargaining. The honorarium shall be approved at the AGM.
- 10.1.1 Approval of the OTBU budget shall result in approval of the annual honorarium.
- 10.2 Release Time is available to allow attendance at meetings and service to Members during the regular school day for the following members.
 - 10.2.1 The President
 - 10.2.2 Executive members at the discretion of the President.
 - 10.2.3 Other members at the discretion of the President.
- 10.3 The release time of a member will be paid at the total daily rate as follows.

- 10.3.1 The release time of a member on a Long-term Assignment will be paid at the daily rate as determined by the member's Salary Category and Grid step in the Salary Article of the TBU Collective Agreement; or
- 10.3.2 The release time of a daily Occasional Teacher will be paid at the total daily rate in the Salary Article of the OTBU Collective Agreement.

BYLAW 11 Bargaining Unit Contingency Funds

- 11.1 Any year end surplus in the general operating budget may be placed in any of the Bargaining Unit Contingency Funds defined in 11.5 in the name of the OSSTF District 23 Occasional Teachers' Bargaining Unit.
- 11.2 The Bargaining Unit Contingency Funds may be held in a Savings Account and/or Guaranteed Investment Certificates (short-term, long-term)
- 11.3 Expenditures from the Bargaining Unit Contingency Funds shall be approved by a motion of the Bargaining Unit Executive.
- 11.4 All expenditures from the Bargaining Unit Contingency Funds will be reported to the membership at the Annual General Meeting.
- 11.5 The OTBU Executive will allocate year end surpluses to the following funds to serve the needs of the membership.
- 11.5.1 Release Time Contingency Fund**
- 11.5.1.1 This fund is to provide for release time for Executive Officers to conduct union business on behalf of the membership.
- 11.5.2 Arbitration Contingency Fund**
- 11.5.2.1 This fund is to finance expenses arising from Arbitrations with the Board and or its agents.
- 11.5.3 Professional Development Workshop Contingency Fund**
- 11.5.3.1 This fund is to provide for Professional Development workshops for the membership.
- 11.5.4 Negotiations Contingency Fund**
- 11.5.4.1 This fund is to finance expenses arising from negotiations with the Board and the Provincial Government or its agents.
- 11.5.5 Capital Equipment Contingency Fund**
- 11.5.5.1 This fund is to purchase, replace or repair office equipment for the Executive.
- 11.5.6 General Contingency Fund**
- 11.5.6.1 This fund is to be used to finance Bargaining Unit expenses not anticipated nor budgeted for in the budget.
- 11.5.6.2 Funds may be transferred from OTBU Contingency Funds to the General Fund or from the General Fund to OTBU Funds when approved by a motion of the Bargaining Unit Executive.
- 11.5.7 Individual Member Professional Development Contingency Fund**
- 11.5.7.1 This is a dedicated fund to assist members with individual professional development as defined by the guidelines on the OTBU website.
- 11.5.7.2 Funds may be added to the Individual Member Professional Development Fund from the GEDSB or when approved by a motion of the Bargaining Unit Executive.

BYLAW 12 Anti-harassment Policy and Procedure**12.1 Anti-Harassment Policy**

- 12.1.1 There shall be an Anti-harassment Policy in effect for all meetings and events of the Bargaining Unit as implemented at the of the Annual Meeting of the Provincial Assembly (2007), and as amended from time to time by the Provincial Executive.
- 12.1.2 The OSSTF/FEESO Anti-harassment Statement shall be read into the record at the beginning of each meeting and event.
- 12.1.3 An Anti-Harassment Officer(s) will be appointed for each OSSTF meeting and event.

12.2 Procedure - Complaint Resolution and Appeal Process

- 12.2.1 A member who believes they are a target of harassment or discrimination at an OSSTF meeting or event should take immediate action to ensure the behaviour is stopped.
- 12.2.2 Step one, the member should make it clear to the perpetrator that the behaviour is offensive and ask them to stop, either in writing, or verbally, or with the assistance of a third party.
- 12.2.3 If the behaviour reoccurs or persists, or if the member does not wish to approach the perpetrator, the member should speak to the designated officer(s) and ask them to act. The designated officer(s) will investigate the complaint promptly with the view to an informal resolution.
- 12.2.4 If the complaint is not resolved informally, the complainant will be asked to put the complaint and the relevant information in writing. If the complainant provides this information to the President, the complaint will be referred to the Investigation Committee.
- 12.2.5 An appeal of the Committee decision by any member affected by the complaint may be made to the President for referral to the Appeal Committee.
- 12.2.6 The complainant may request local Bargaining Unit/District officers to assist in filing the written complaint and/or an appeal. This could include assistance in preparing a rebuttal, a defence, or an appeal.
- 12.2.7 The Bargaining Unit/District shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.