

# **CONSTITUTION AND BYLAWS**

**OF DISTRICT 23,**

**TEACHER BARGAINING UNIT**

**of the OSSTF**

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## ARTICLE 1 - DEFINITIONS

### 1.1 In this Constitution and Bylaws (06)

- 1.1.1 **"OSSTF"** shall mean the Ontario Secondary School Teachers' Federation.
- 1.1.2 **"Branch"** shall mean a branch organization of the OSSTF in the Teacher Bargaining Unit of District 23.
- 1.1.4 **"TBU"** shall mean the Teacher Bargaining Unit of District 23, OSSTF.
- 1.1.5 **"Member"** shall mean an active TBU member except where otherwise stated.
- 1.1.6 **"O.T.F."** shall mean the Ontario Teachers' Federation.
- 1.1.7 **"Bylaws"** shall mean standing rules governing the membership of the Teacher Bargaining Unit of District 23, made under this Constitution, or matters of internal regulation and matters which are entirely within the control of the Teacher Bargaining Unit of District 23, OSSTF
- 1.1.8 **"Policy"** shall mean a stand or position taken by the Teacher Bargaining Unit of District 23 on matters whose resolution is beyond the internal legislative power of the Teacher Bargaining Unit of District 23, OSSTF
- 1.1.9 **"Board"** shall mean the Grand Erie District School Board.
- 1.1.10 **"Council"** shall mean the Teacher Bargaining Unit Council as constituted under Article 5.
- 1.1.11 **"Executive"** shall mean the Teacher Bargaining Unit Executive as constituted under Article 5.
- 1.1.12 **"Annual General Meeting (AGM)"** shall be the yearly business meeting of the whole membership of District 23, TBU of the OSSTF called by the Executive to receive reports, elect Executive members, consider changes and amendments to the TBU Constitution, Bylaws and Policies, approve the annual budget and conduct any further business as determined by Executive in accordance with practices established by this Constitution. (06)
- 1.1.13 **"General Meeting"** shall mean any meeting of the whole membership held between AGMs.
- 1.1.14 **"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 arbitrable. (06)

- 1.1.15 Other definitions shall be those specified in Article 1 of the OSSTF Constitution.  
(06)

## **ARTICLE 2 - NAME**

- 2.1 This organization shall be known as "District 23, TBU of the OSSTF"(06)

## **ARTICLE 3 - MEMBERSHIP**

- 3.1 A "**Member**" shall be a member of District 23, TBU of the OSSTF employed by the Grand Erie District School Board.
- 3.2 The rights, privileges and duties of Members shall be in accordance with the OSSTF Provincial Bylaws including but not limited to Article 5 as follows:
- 5.1 Members shall be designated in accordance with the Bylaws as
    - 5.1.1 Active Members, (A.91)
    - 5.1.2 Active Retired Members, (A.96)
    - 5.1.3 Voluntary Members,
    - 5.1.4 Associate Members,
    - 5.1.5 Honorary Members,
    - 5.1.6 Provincial Life Members. (A.84)(06)

## **ARTICLE 4 - OBJECT**

- 4.1 The objects of the District 23 TBU of the OSSTF shall be as specified by the OSSTF provincial constitution as follows: (06)
- 3.1 The objects of the OSSTF shall be
    - 3.1.1 first and foremost to protect its members, both individually and collectively, in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;
    - 3.1.2 to secure and maintain for all Active Members of OSSTF equal collective bargaining rights including the right to strike; (A.84)
    - 3.1.3 to bargain collectively on behalf of its Active Members;
    - 3.1.4 to promote and advance the cause of public education; (A.90)
    - 3.1.5 to promote a high standard of professional ethics and a high standard of professional competence;
    - 3.1.6 to secure for members active participation in formulating policies and practices affecting education; (A.88)
    - 3.1.7 to work toward control of our professional destiny;
    - 3.1.8 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and the community; (A.90)
    - 3.1.9 to support and promote equal opportunity for members, employees, and students; (A.83)
    - 3.1.10 to foster and promote the dignity of all persons regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability. (A.97)
    - 3.1.11 to associate and unite teachers and other employees of educational institutions, or agencies which provide services to educational institutions, within the Province of Ontario. (A.97)

## ARTICLE 5 - ORGANIZATION

### 5.1 **AGM**

5.1.1 There shall be an AGM held in April or May with at least 25 school days' notice. (06)

5.1.1.1 The powers and duties of the TBU AGM shall be as follows:(06)

5.1.1.2 The AGM shall, on a bi-annual basis, elect the President, the First Vice-President, Second Vice-President, the Treasurer, the Secretary, TBU Council Chair, the Executive Officer if necessary. (18)

5.1.1.3 The AGM shall consider and decide upon proposed amendments to this Constitution and Bylaws. (06)

5.1.1.4 The AGM may create, amend, or revoke policy in the name of the Teacher Bargaining Unit of District 23. (06)

5.1.1.5 Except for the TBU President, Chief Negotiator/Federation Officer who shall be delegates to the Annual Meeting of the Provincial Assembly (AMPA), the AGM shall elect delegates to AMPA. (09)

### 5.1.2 **The AGM shall consist of:**

5.1.2.1 voting members who shall be members of the District 23, Teacher Bargaining Unit of the OSSTF, and; (06)

5.1.2.2 non-voting members who shall be the Chief Negotiator/Federation Officer, voluntary members, active retired members, associate members, honorary associate members, or provincial life members as defined in the Bylaws of OSSTF; however, such members, at the discretion of the Chairperson of the AGM may be excluded from certain parts of the meeting. (18)

### 5.2 **TBU Executive**

5.2.1 There shall be a TBU Executive consisting of: (18)

(a) Voting members as follows:

(i) the President,

(ii) 1<sup>st</sup> Vice-President,

(iii) 2<sup>nd</sup> Vice-President,

(iv) the Treasurer,

(v) the Secretary,

(vi) the Past President (two year term) or the Executive Officer where applicable,

(vii) the Chairperson of TBU Council,

(viii) the Equity, Anti-Racism and Anti-Oppression Officer (appointed two year term)

(b) Non-voting Active Member as follows:

(i) the Chief Negotiator/Federation Officer

### 5.3 **TBU Council**

#### 5.3.1 **There shall be a TBU Council consisting of**

- (a) The TBU Executive,
- (b) Chairpersons of Standing Committees, or designates, and
- (c) Branch Presidents or designates.

5.3.2 Each TBU Councillor is entitled to cast one (1) vote.

5.3.3 There shall be a minimum of seven meetings per year.

### 5.4 **Branch Organization**

#### 5.4.1 **The following are the designated Branches of the TBU:**

- 5.4.1.1 Grand Erie Learning Alternatives
- 5.4.1.2 Brantford Collegiate Institute & Vocational School
- 5.4.1.3 Cayuga Secondary School
- 5.4.1.4 Delhi District Secondary School
- 5.4.1.5 Dunnville Secondary School
- 5.4.1.6 Hagersville Secondary School
- 5.4.1.7 McKinnon Park Secondary School
- 5.4.1.8 North Park Collegiate - Vocational School
- 5.4.1.9 Paris District High School
- 5.4.1.10 Pauline Johnson Collegiate & Vocational School
- 5.4.1.11 Simcoe Composite School
- 5.4.1.12 Teacher Resource Centre
- 5.4.1.13 Tollgate Technological Skills Centre
- 5.4.1.14 Valley Heights Secondary School
- 5.4.1.15 Waterford District High School
- 5.4.1.16 Continuing Education

5.4.2 TBU members of District 23, OSSTF who are not members of a Branch listed under 5.4.1 of this Constitution and who are employed by the Grand Erie District School Board may attach themselves to the Branch of their choice, subject to the approval of TBU Council, and shall inform the President of that Branch and the District Secretary of their decision.

### 5.5 **Anti-Harassment Policy and Procedure**

There shall be an Anti-Harassment Policy and Procedure in effect for the Annual General Meeting and for all meetings of OSSTF District 23 TBU.

## **ARTICLE 6 AMENDMENTS TO THE CONSTITUTION, BYLAWS, AND POLICIES**

6.1 Any member proposing an amendment(s) to this constitution shall give notice of motion ten (10) school days in advance of the next AGM of the general membership, by submitting copies of the member's motion to the Secretary of the TBU. (21)

- 6.2 Copies of the proposed amendment(s) shall be circulated to the general membership at least five school days before the said meeting. (21)
- 6.3 Approval of 50% + 1 of those present at an AGM, eligible to vote, and voting shall be sufficient to carry the motion. (06)
- 6.4 At a meeting of the general membership, the Constitution may be amended by a 90% vote of the members present, eligible to vote, and voting, prior notice as in 6.1 and 6.2 not having been given.
- 6.5 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 in the TBU section of the District 23 website, in accordance with the TBU Constitution and Bylaws, with a small number to be made available at an in person AGM. (21)
- 6.6 The TBU Financial Report to the Annual General Meeting will be emailed to member personal email addresses in accordance with the TBU Constitution and Bylaws, with a small number to be made available at an in person AGM.

## **ARTICLE 7 DISTRICT COMMITTEES**

- 7.1 TBU shall appoint representatives to District Coordinating Committee and to District Standing Committees as prescribed by the District 23 Constitution.

## **BYLAW 1 FEDERATION YEAR**

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

## **BYLAW 2 DUTIES OF THE BARGAINING UNIT EXECUTIVE**

- 2.1 to promote the aims and objectives of OSSTF;
- 2.2 to carry out the instructions and requests of the Provincial Executive;
- 2.3 to meet at the call of the President or at the written request of five(5) members of the Executive;
- 2.4 to deal with all matters brought before it which require action before the next regular meeting of TBU Council and to act in the name of the Bargaining Unit between meetings of the TBU Council;
- 2.5 to inform the Provincial Executive of any matters adversely affecting the welfare

of the Federation or one or more of its members;

- 2.6 to liaise with TBU Committees, both standing and ad hoc;
- 2.7 to recommend people for various ad hoc committees;
- 2.8 to carry out the directions of the TBU Council and the membership;
- 2.9 to propose a TBU budget for recommendation to the AGM
- 2.9.1 to pass budget proposals for the next fiscal year, and (07)
- 2.9.2 to present the proposed budget to TBU Council for possible amendments, and recommendation(s) for the AGM (07)
- 2.10 to elect from TBU Council, a 2<sup>nd</sup> TBU representative to sit on D.C.C.; (06)
- 2.11 to assist the Chair of TBU Council in setting the Agenda for the AGM; (06)
- 2.12 to abide by the following duties as outlined in Bylaw 23.19 in the Provincial Handbook: (06)
  - 23.19.1 ensure that the OSSTF Constitution or Bylaws are not contravened in the process of transacting Bargaining Unit business; (A.04)
  - 23.19.2 ensure that the OSSTF Workplace or Branch Representatives and/or Branch Executives are (A.04)
  - 23.19.2.1 elected by the members before the end of June each year,(A.04)
  - 23.19.2.2 informed of their duties at the start of their term of office,(A.04)
  - 23.19.2.3 given assistance throughout their term of office in carrying out these duties, including the duty to act as a liaison officer between the Branch or workplace and the Bargaining Unit, District and Provincial Executives and to carry out such additional duties as are from time to time required by the District or Bargaining Unit constitution and bylaws or by the Provincial Executive to foster the objects of OSSTF; and (A.04)
  - 23.19.3 forward to the General Secretary a copy of the Bargaining Unit constitution and of Branch constitutions where they exist, together with all amendments thereto.
  - 23.19.4 Ensure that no materials, including electronic information, which contain the Bargaining Unit's name and/or Federation logo, are published or circulated without prior authorization of the Bargaining Unit. (A.02)
  - 23.19.5 gather information and provide updates on Pay Equity as requested by OSSTF Provincial Office (A.06) (06)
- 2.13 to hire an Active TBU Member for the position of Chief Negotiator/Federation Officer. (18)

### **BYLAW 3 DUTIES OF THE BARGAINING UNIT COUNCIL**

- 3.1 to receive communications and reports from TBU officers, Committees and the auditor;



- 3.2 to determine action to be taken by the TBU;
- 3.3 to establish and appoint members to various ad hoc and other Committees as the need arises;
- 3.3.1 to appoint TBU representatives to District Committees; (06)
- 3.3.2 to give direction to TBU representatives on District Committees; (06)
- 3.4 to adopt interim policy and bylaws to be ratified at the next General Meeting of the membership; (06)
- 3.5 to administer the business of the TBU between AGMs;
- 3.6 to appoint the Health & Safety Officer; (06)
- 3.7 to appoint the Equity, Anti-Racism and Anti-Oppression Officer;
- 3.8 to elect a representative to the District Labour Council(s). (06)
- 3.9 to receive from Executive, amend and recommend approval of a proposed budget to the AGM. (07)

#### **BYLAW 4 DUTIES OF THE EXECUTIVE OFFICERS**

##### **4.1 Duties of the President**

- 4.1.1 It shall be the duty of the President:
  - 4.1.1.1 to be the official representative of the Teacher Bargaining Unit;
  - 4.1.1.2 to call all meetings of the Executive, and General Membership;
  - 4.1.1.3 to prepare the agenda and chair Executive meetings;
  - 4.1.1.4 to report to each meeting of Council and the General Membership;
  - 4.1.1.5 to call the Annual Meeting of the General Membership;
  - 4.1.1.6 to be a signing authority;
  - 4.1.1.7 to be an ex-officio member of all Standing Committees, associations and councils;
  - 4.1.1.8 to be a Grievance Officer;
  - 4.1.1.9 to assign duties to any or all members of the Executive as the need arises;
  - 4.1.1.10 to implement directives from Council and/or Executive;
  - 4.1.1.11 to be a delegate to AMPA;
  - 4.1.1.12 to be a TBU representative on D.C.C.; (06)
  - 4.1.1.13 to be a Provincial Councillor (14)

##### **4.2 Duties of the First Vice-President**

- 4.2.1 It shall be the duty of the First-Vice-President:
  - 4.2.1.1 to assume the duties of the President in his/her absence or at his/her request;
  - 4.2.1.2 to carry out duties as assigned by the President and/or Executive;
  - 4.2.1.3 to be a Grievance Officer;

- 4.2.1.4 to regularly attend meetings of TBU Executive and Council. (06)

### 4.3 **Duties of the Second Vice-President**

- 4.3.1 It shall be the duty of the Second Vice-President:
  - 4.3.1.1 to assume the duties of the First Vice-President in his/her absence or at the discretion of the President;
  - 4.3.1.2 to carry out duties as assigned by the President and/or Executive;
  - 4.3.1.3 to regularly attend meetings of TBU Executive and Council. (06)

### 4.4 **Duties of the Chief Negotiator/Federation Officer**

- 4.4.1 It shall be the duty of the Chief Negotiator/Federation Officer: (06)
  - 4.4.1.1 to be responsible for the co-ordination of the efforts of the Collective Bargaining Committee (CBC);
  - 4.4.1.2 to present the TBU proposed Collective Agreement to Executive and Council;
  - 4.4.1.3 to be the spokesperson for the Teacher Bargaining Unit at negotiation meetings with the Board;
  - 4.4.1.4 to report to the Executive, Council and the membership, on a regular basis, the progress of negotiations;
  - 4.4.1.5 to report on the status of negotiations to the members at the AGM;
  - 4.4.1.6 to act as Contract Maintenance Officer;
  - 4.4.1.7 to be a Grievance Officer;
  - 4.4.1.8 to act as benefits, sick leave, return to work officer; (18)
  - 4.4.1.9 to carry out other duties as assigned by the President and/or Executive;
  - 4.4.1.10 to regularly attend meetings of TBU Executive and Council. (06)
  - 4.4.1.11 to be a delegate to AMPA.

### 4.5 **Duties of the Provincial Councillor**

- 4.5.1 It shall be the duty of the Provincial Councillor:
  - 4.5.1.1 to attend all Provincial Council meetings;
  - 4.5.1.2 to be responsible for all duties of Provincial Councillor as prescribed in the OSSTF Provincial Handbook;
  - 4.5.1.3 to provide reports to the TBU Council, Executive, the Membership; (14)
  - 4.5.1.4 to be a District 23 delegation leader to the Annual Meeting of the Provincial Assembly (AMPA); (14)

### 4.6 **Duties of the Treasurer**

- 4.6.1 It shall be the duty of the Treasurer:
  - 4.6.1.1 to keep an account of all monies received and disbursed;
  - 4.6.1.2 to deposit and/or invest all monies in a chartered bank, credit union or trust company in the name of the Bargaining Unit;
  - 4.6.1.3 to be a signing authority;
  - 4.6.1.4 to pay all authorized accounts by cheque in accordance with the Bylaws of the Bargaining Unit;
  - 4.6.1.5 to prepare an interim budget for the next year and present it to the membership

at the A.G.M;

- 4.6.1.5.1 to prepare proposals for an interim annual budget for Executive (07)
- 4.6.1.5.2 to present the proposed annual budget as recommended by Council, to the AGM for possible amendment and final approval. (07)
- 4.6.1.6 to prepare and present a detailed financial statement at each AGM;
- 4.6.1.7 to approve and forward all approved applications for Provincial funding;
- 4.6.1.8 to perform any other duty as specified for the Treasurer in the OSSTF Provincial Handbook; (06)
- 4.6.1.9 to provide a written report to meetings of Executive and Council at least twice per year; (06)
- 4.6.1.10 to be the TBU representative on the District Finance Committee; (06)
- 4.6.1.11 to regularly attend meetings of TBU Executive and Council, District 23 Finance Committee and District Co-ordinating Committee. (06)

#### 4.7 **Duties of the Secretary**

- 4.7.1 It shall be the duty of the Secretary:
- 4.7.1.1 to regularly attend the meetings and be responsible for the recording and distribution of the minutes of Executive, Council, and General Meetings; (06)
- 4.7.1.2 to forward resolutions, approved by Council, to the recording secretary of AMPA;
- 4.7.1.3 to act as TBU Returning Officer;
- 4.7.1.4 to be responsible for the receipt of, and timely distribution of proposed amendments to the Constitution By-laws, and Policies as per Articles 6.1 and 6.2. (06)

#### 4.8 **Duties of the Past-President** (when applicable)

- 4.8.1 It shall be the duty of the Past-President:
- 4.8.1.1 to advise the President, Executive and Council;
- 4.8.1.2 to carry out duties assigned by the President and/or Executive;
- 4.8.1.3 to regularly attend meetings of TBU Executive and Council. (06)

#### 4.9 **Duties of the Executive Officer** (when applicable)

- 4.9.1 It shall be the duty of the Executive Officer:
- 4.9.1.1 to carry out duties assigned by the President and/or Executive;
- 4.9.1.2 to regularly attend meetings of TBU Executive and Council. (06)

#### 4.10 **Duties of the Chairperson**

- 4.10.1 It shall be the duty of the Chairperson:
- 4.10.1.1 to preside at all Council, AGM and General Meetings of the TBU;
- 4.10.1.2 to call meetings of Council;
- 4.10.1.3 to prepare, in consultation with the TBU President, the Agenda for Council meetings.

**BYLAW 5      STANDING COMMITTEES****5.1.1      General**

5.1.1.1      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, the Council, or the Executive.

5.1.1.2      The report of a Committee to Council may be treated as confidential only after a vote of the Council (by a majority of those present, eligible to vote and voting) to do so.

5.1.1.3      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.

5.1.1.4      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.

5.1.1.5      Attendance at Committee meetings is the responsibility of the Committee member. If a Committee member is unable to attend, the Committee member shall be responsible for attempting to find a substitute. If the Committee member is unable to obtain a substitute, the member shall report the situation to the Branch President and the day following the meeting shall contact the Committee chairperson to find out what transpired at the meeting.

**5.1.2      Membership**

5.1.2.1      Unless otherwise provided, each Standing Committee shall consist of one representative from each Branch, plus one member appointed by Executive from the Executive.

**5.2      Standing Committees**

5.2.1      There shall be the following TBU Standing Committees: (06)

5.2.1.1      Collective Bargaining Committee;

5.2.1.2      Pensions and Benefits.

**5.2.2      District Standing Committees (06)**

5.2.2.1      There shall be the following District Committees: (06)

5.2.2.1.1      Status of Women; (06)

5.2.2.1.2      Communications/Excellence In Education/Political Action. (06)

5.2.2.1.3      Human Rights Committee (07)

5.2.2.1.4      Educational Services; (14)

5.2.2.1.5      Health and Safety (14)

5.2.2.1.6      Representation (06)

- 5.2.2.1.6.1 TBU Representatives on all District Committees shall attend, or provide for an alternate to attend, meetings of their respective Committees.(06)
- 5.2.2.2 Membership (06)
- 5.2.2.2.1 The Bargaining Unit shall appoint representatives elected by each Branch to District Standing Committees, as per the District 23 Constitution; (06)
- 5.2.2.2.2 The Bargaining Unit shall appoint a representative to the District Finance Committee as per Bylaw 4.6.1.10; (06)
- 5.2.2.2.3 TBU Representatives on all District Committees shall represent the interests of the Bargaining Unit; (06)
- 5.2.2.2.4 TBU Representatives on all District Committees shall attend, or provide for an alternate to attend, meetings of their respective Committees. (06)
- 5.2.2.2.5 TBU Representatives on all District Committees shall ensure that timely reports are made to TBU Council on the activities of their respective District Committees. (06)
- 5.3 Duties of the TBU Standing Committee Chairpersons (06)**
- 5.3.1 The Chairperson shall call meetings of the committee and provide an agenda for each meeting;
- 5.3.2 the Chairperson shall ensure that accurate minutes of each meeting are distributed and that a copy is on file in the District Office;
- 5.3.3 the Chairperson or designate shall attend meetings of the TBU Council;
- 5.3.4 the Chairperson or designate shall be responsible for reporting to the TBU Council at each regular meeting, and for reporting relevant Council information back to the committee;
- 5.3.5 the Chairperson shall be responsible for reporting, in writing, to the Annual General Meeting;
- 5.3.6 the Chairperson shall be the spending authority for the committee;
- 5.3.7 the Chairperson shall be responsible for submitting a yearly budget request for the committee at the call of the Treasurer;
- 5.3.9 the Chairperson shall monitor attendance of committee members and encourage Branch representation by reporting frequent absenteeism to the Branch President.

- 5.3.10 With the exception of the Health and Safety Committee, each Committee shall elect from among its members, a Chairperson. (06)

#### 5.4 **Collective Bargaining Committee**

##### 5.4.1 **Membership**

- 5.4.1.1 The Committee will be comprised of one member elected by each branch, the Chief Negotiator, and a representative from the Pension and Benefits Committee. (06)

- 5.4.1.2 The Committee will elect four members from among its membership, who, along with the TBU President and the Chief Negotiator, will comprise the table team.

##### 5.4.2. **Duties**

- 5.4.2.1 The Committee will survey the membership to discern negotiable areas of concern.

- 5.4.2.2 The Committee shall give consideration to submissions from individuals or groups from the TBU.

- 5.4.2.3 The Committee will prepare the brief to be presented to the appropriate Committee of the Board.

- 5.4.2.4 The table team will conduct the actual negotiations with the Board.

- 5.4.2.5 The CBC Committee will present to the Branch Presidents the CBC proposal for approval before being presented to the TBU Council for approval and before being sent for provincial approval.

- 5.4.2.6. Members of the Committee shall attend, or provide for an alternate to attend, meetings of the Committee. (06)

#### 5.5 **Educational Services Committee**

##### 5.5.1 **Duties**

- 5.5.1.1. The Committee will promote educational services and plan programs throughout the year.

- 5.5.1.2 The Committee will administer the Professional Development Fund.

- 5.5.1.3 Members of the Committee shall attend, or provide for an alternate to attend, meetings of the Committee. (06)

- 5.5.1.4 The Chair shall be the Educational Services Officer (08)

#### 5.6 **Health and Safety Committee**

##### 5.6.1 **Membership**

- 5.6.1.1 The Committee chair shall be the TBU Health and Safety Officer.

##### 5.6.2 **Duties**

- 5.6.2.1 The member elected by each Branch shall be the site Health and Safety Representative and shall perform the duties prescribed in the appropriate

legislation governing Joint Health and Safety Committees.

5.6.2.2 The Committee will discuss health and safety concerns of the membership and recommend resolutions to those concerns.

5.6.2.3 Members of the Committee shall attend, or provide for an alternate to attend, meetings of the Committee. (06)

5.6.2.4 The site representative shall inform the Health and Safety Officer of Health and Safety concerns at their work sites, prior to monthly Joint Occupational Health and Safety Committee Meetings. (06)

## 5.7 **Pensions and Benefits Committee**

### 5.7.1 **Duties**

5.7.1.1 The Committee will advise the Executive, the Council, the Collective Bargaining Committee, and the membership on matters relating to pensions and benefits.

5.7.1.2 The Committee will select from amongst its members, a representative to sit on the Collective Bargaining Committee. (06)

5.7.1.3 Members of the Committee shall attend, or provide for an alternate to attend, meetings of the Committee. (06)

## **BYLAW 6 DUTIES OF BRANCH PRESIDENTS**

6.1 The Branch President shall be the OSSTF Staff Representative with the duties outlined in the Provincial Constitution.

6.2 During the month of May, each Branch President shall hold elections for the Branch positions of President, Vice-President, Secretary/Treasurer, and Standing Committee representatives as outlined in Bylaw 5.2.

6.3 Throughout the year, the Branch President may hold an election to elect other officers as may be deemed necessary to conduct Branch business.

6.4 The Branch President shall hold regular Branch meetings.

6.5 The Branch President shall attend TBU Council meetings or ensure that the Branch is represented.

6.6 The Branch President shall inform the TBU President and Council of situations in the Branch affecting the welfare of their members or of situations that are in violation of the Collective Agreement.

## **BYLAW 7 APPOINTMENTS TO COMMITTEES (06)**

### **Elections (06)**

7.1 An Election Committee shall be formed from Council members at its meeting prior to an AGM where elections are to take place. (06)

7.1.1 The Elections Committee shall consist of at least five members selected by TBU

Council and shall include Branch Presidents who are not running for Teacher Bargaining Unit Executive Office. If five are not available, other members shall be selected democratically from the general membership by the Teacher Bargaining Unit Council. (06)

- 7.1.2 Nominations for the positions of President, First Vice-President, Second Vice-President, Treasurer, Secretary, TBU Council Chairperson, and Executive Officer where necessary shall be received in writing by the Elections Committee no later than ten (10) school days prior to the AGM to be included on the printed list of nominees to be distributed to the members prior to the AGM. (21)
- 7.1.3 Provision shall be made for nominations from the floor of the AGM before the nominations are declared closed by the Chairperson. (06)
- 7.1.4 Elections for President shall be held first. Elections for other positions shall be in the order of First Vice-President, Second Vice-President, Treasurer, Secretary, TBU Council Chairperson, Executive Officer where necessary. (18)
- 7.1.5 Balloting (06)**
  - 7.1.5.1 Elections shall be by ballot.(06)
  - 7.1.5.2 Election of the President, First Vice-President, Second Vice-President, Treasurer, Secretary, TBU Council Chairperson, and Executive Officer (where necessary) shall be by majority vote of those qualified to vote, present and voting.(18)
  - 7.1.5.3 Election of the First Vice-President and the Second Vice-President shall be by separate votes for two separate positions. (06)
  - 7.1.5.4 In any election, where after a particular ballot a further ballot may be necessary, the following shall be dropped from succeeding ballots: (06)
    - 7.1.5.4.1 In all cases, the candidates receiving the lowest number of votes. (06)
    - 7.1.5.4.2 Any other candidates receiving fewer than 20 votes, in order from lowest vote total to highest, unless further deletions would result in there remaining only the same number of candidates as there are positions available. (06)
    - 7.1.5.4.3 The remaining candidate with the lowest number of votes, provided that the remaining positions do not go uncontested, only one candidate, satisfying both Bylaw 7.1.5.4.1 and Bylaw 7.1.5.4.2, has been dropped, and provided that, the remaining in a ballot for a multiple position, no candidate has been declared elected, and further provided that this would not result in the election of the remaining candidate(s). (06)
    - 7.1.5.4.4 In the event of a tie for the last elected position, a further ballot will be held between these two candidates. If a tie occurs a second time, the candidates will draw lots to determine which candidate stays on the ballot or is elected. (06)
  - 7.1.5.5 In the election for a single position, failing a majority for any candidate, candidates shall be dropped from the ballot according to Bylaw 7.1.5.4, and a further ballot shall be held. (06)
- 7.1.6 When there is no past President, there shall be an elected Executive Officer. (06)
- 7.1.7 In the event that a vacancy, other than President, occurs on District Executive a pro-tempora appointment will be made by theTBU. The membership shall be notified so that individuals can submit names and Council can choose a person



for that position by vote. The pro-tempera 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. In the event that a vacancy occurs at the position of President, the First Vice-President shall become President. The 2<sup>nd</sup> Vice President shall assume the position of 1<sup>st</sup> Vice-President, and the Executive shall appoint a 2<sup>nd</sup> Vice President until an election can be held at the next AGM. (06)

7.2 Annual Meeting of the Provincial Assembly (AMPA)

7.2.1 Delegate/Alternates will be elected on one ballot at the TBU AGM to attend the Annual Meeting of the Provincial Assembly. The number of delegates/alternates elected will be determined by Provincial Office on an FTE basis. The candidates receiving the highest number of votes will be delegates and the candidates receiving the next highest votes will be slated, in order, to further delegate or alternate positions as needed.

**BYLAW 8 PROCEDURE AT MEETINGS (21)**

**8.1 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

**8.2 Quorum**

8.2.1 The quorum for the AGM shall be those members present and voting. (06)

8.2.2 The quorum for a Council Meeting shall be fifty per cent (50%) of the members of Council.

8.2.3 The quorum for an Executive Meeting shall be fifty per cent (50%) of the members of the Executive.

**8.3 Electronic Meetings**

8.3.1 The TBU 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.

8.3.2 A person participating in a meeting by such means is deemed to be present at the meeting.

8.3.3 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 TBU has made available for that purpose.

**BYLAW 9 RATIFICATION OR REJECTION OF A TENTATIVE COLLECTIVE AGREEMENT (06)**

**9.1 An impasse or a tentative agreement (06)**

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.

- 9.1.2 The President will call a meeting of the general membership.
- 9.1.3 The details of the proposed Collective Agreement or the Board's Final Offer will be available in the Branches prior to the meeting. The details will be presented by the Table Team. (06)
- 9.1.4 The Executive may recommend acceptance or rejection of the offer. (06)
- 9.2 Impasse (06)
  - 9.2.1 The Executive shall request Provincial involvement in the negotiations process. (06)
  - 9.2.2 The appropriate legislated process(es) shall be followed in order to reach agreement with the Board. (06)
- 9.3 Ratification (06)
  - 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. (06)
  - 9.3.2 A ratification vote, by secret ballot, shall take place at each Branch, the vote to be conducted by the Branch President. The TBU Secretary shall act as Bargaining Unit Returning Officer. (06)
  - 9.3.3 Ratification of a Collective Agreement shall require a minimum of 50% + 1 of the votes cast. (06)

## **BYLAW 10 GRIEVANCE Committee (06)**

- 10.1 Membership (06)
  - 10.1.1 The Grievance Committee shall consist of the President, First Vice-President and Federation Officer/Chief Negotiator. (06)
  - 10.1.2 The Grievance Committee shall elect one of its members to serve as chairperson. (06)
  - 10.1.3 In the event that a member of the Grievance Committee is involved in a possible grievance, that person will be excused from the Committee and an alternate from the Executive will become a representative. (06)
- 10.2 Terms of Reference (06)
  - 10.2.1 The purpose of the Committee shall be to resolve any grievances in the Bargaining Unit. A grievance is a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement. (06)
  - 10.2.2 Meetings will be called by the Chairperson. (06)
  - 10.2.3 All grievances are confidential to the griever, the Grievance Committee and the Grievance Appeal Committee. (06)
- 10.3 Procedures for Alleged Grievances (06)
  - 10.3.1 Once a grievance is alleged, the Chairperson will assign the investigation to a

particular Grievance Officer. This person will present his/her findings and any recommendation to the Grievance Committee. (06)

- 10.3.2 The Grievance Committee will meet to hear the report of the investigating officer and the member who has the right to express his/her facts. The member will be allowed assistance from any member. (06)
- 10.3.3 The Committee will meet in camera to decide the course of action to be followed. (06)
- 10.3.4 The decision will be communicated to the concerned member(s) along with rationale. (06)
- 10.3.5 The member(s) concerned will be allowed one opportunity to appeal the decision to another body. The member(s) will again be allowed assistance in presenting the appeal.(06)
- 10.3.6 All decisions of the Committee will be by simple majority. (06)
- 10.3.7 A quorum shall be half of the Committee plus one. (06)

#### 10.4 Grievance Appeal Committee (06)

- 10.4.1 The Grievance Appeal Committee will be comprised of three Branch Presidents chosen at random by the President. The Branch President of the grievor's Branch will not be eligible for the Committee. (06)
- 10.4.2 The Committee will choose a member to act as Chairperson. (06)
- 10.4.3 The Committee will hear reports from the Grievance Committee and the Griever in that order.(06)
- 10.4.4 The Committee will render their decision to the Executive. That decision shall be final and binding. (06)

### **BYLAW 11      **MUTUAL SECURITY PLAN (06)****

#### **11.1      Purpose (06)**

- 11.1.1 The purpose of the Mutual Security Plan is to provide quick financial aid to dependents of newly deceased TBU Members of the District to help with the immediate consequent expenses. (06)

#### **11.2      Duties of Plan Members**

- 11.2.1 Each member of the Plan shall contribute ten dollars (\$10) to the Branch President or Branch Pensions and Benefits Committee member when informed that a TBU member of the Mutual Security Plan has died. (21)
- 11.2.2 Such contributions collected shall be forwarded to the TBU Treasurer. (06)

#### **11.3      Qualifications for Membership**

- 11.3.1 To qualify for membership in the plan, a teacher must be a TBU Member in good standing, and must have completed an application form which includes the name of a beneficiary(ies) upon whom the burden of expenses is likely to fall in the event of the death of the applicant. (21)

- 11.3.2 Such application will be accepted: (06)
- 11.3.2.1 during the first five years of the applicant's initial or subsequent employment as a TBU Member of the District; (06)
- 11.3.2.2 within one year of the marriage of the applicant, notwithstanding Bylaw 11.3.2.1 or 11.3.2.2. (06)
- 11.3.2.3 when open enrolment is approved by the TBU Council (14)
- 11.3.3 No teacher shall be allowed to rejoin the Plan once he/she has withdrawn except where the teacher has married or has ceased membership in the TBU and re-applied under Bylaw 11.3.2.2. (06)
- 11.3.4 Members of the TBU shall be deemed qualified for membership in the plan under the same conditions as those that apply to the teachers of the TBU (06)
- 11.3.5 The TBU will issue a cheque to the beneficiary(ies) within three days of the Member's death. (06)

#### 11.4 Disqualification

- 11.4.1 Any member of the Mutual Security Plan who does not contribute when a collection is made shall be deemed no longer to be a member of the Plan and shall have his/her **name removed from the membership.** (06)

### **BYLAW 12 OFFICER RELEASE TIME (06)**

- 12.1 The President and the Chief Negotiator/Federation Officer shall be release time officers. (18)

### **BYLAW 13 LEVY (06)**

- 13.1 A levy may be assessed to the members; (06)
- 13.1.1 the amount of the levy for a Federation year will be approved by the membership at the AGM preceding that year. (06)
- 13.1.2 The levy shall be a flat rate for all members. (06)
- 13.1.3 The levy shall be deducted in two equal instalments, one from the second pay in September and one from the second pay in February. (06)
- 13.1.3.1 Notwithstanding 14.1.3, members who teach just one semester shall have both instalments deducted that semester. (06)
- 13.1.3.2 The second instalment for members teaching Semester One only shall be deducted from a January pay and the second instalment for those members teaching Semester Two only shall be deducted from a May pay. (06)
- 13.2 A contingency levy may be assessed to the members; (06)
- 13.2.1 the amount of the contingency levy for a Federation year will be approved by the membership at the AGM preceding that year. (06)
- 13.2.2 members teaching Semester One only will not be billed for the contingency levy.- (06)

### **BYLAW 14 Bargaining Unit Contingency Funds**

- 14.1 Any year end surplus in the general operating budget may be placed in any of the Bargaining Unit Contingency Funds defined in 14.5 in the name of the OSSTF District 23 Teachers' Bargaining Unit.

- 14.2 The Bargaining Unit Contingency Funds may be held in a Savings Account and/or Guaranteed Investment Certificates (short-term, long-term) as determined by the Bargaining Unit Executive.
- 14.3 Expenditures from the Bargaining Unit Contingency Funds shall be approved by a motion of the Bargaining Unit Executive.
- 14.4 All expenditures from the Bargaining Unit Contingency Funds will be reported to the membership at the Annual General Meeting.
- 14.5 The TBU Executive will allocate year end surpluses to the following funds to serve the needs of the membership.
  - 14.5.1 Release Time Contingency Fund
    - 14.5.1.1 This fund is to provide for release time for Executive Officers to conduct union business on behalf of the membership.
  - 14.5.2 Arbitration/Mediation/Legal Contingency Fund
    - 14.5.2.1 This fund is to finance expenses arising from arbitrations, mediations and legal costs.
  - 14.5.3 LTD Contingency Fund
    - 14.5.3.1 This fund is to assist members with unforeseen expenses arising from pending Long Term Disability (LTD) claims.
  - 14.5.4 Professional Development Workshop Contingency Fund
    - 14.5.4.1 This fund is to provide for Professional Development workshops for the membership.
  - 14.5.5 Negotiations Contingency Fund
    - 14.5.5.1 This fund is to finance expenses arising from negotiations with the Employer.
  - 14.5.6 Capital Equipment Contingency Fund
    - 14.5.6.1 This fund is to purchase, replace or repair office equipment for the Executive.
  - 14.5.7 General Contingency Fund
    - 14.5.7.1 This fund is to be used to finance Bargaining Unit expenses not anticipated nor budgeted for in the budget.
    - 14.5.7.2 Funds may be transferred from TBU Contingency Funds to the General Fund or from the General Fund to TBU Funds when approved by a motion of the Bargaining Unit Executive.