

**Constitution and Bylaws**  
**of**  
**The Teachers' and Occasional Teachers' Bargaining Unit**  
**of**  
**District 1 Ontario North East**  
**of the**



**Last edited: May 14, 2021**

## Definitions

“AMPA Delegate”	Shall mean a Member attending AMPA who has voting privileges.
“Bargaining Unit”	Shall mean the Teachers’ Bargaining Unit and the Occasional Teachers’ Bargaining Unit.
“Branch”	Shall mean a Branch Organization of the Bargaining Unit at the school-level.
“Bylaws”	Shall mean the standing rules governing the membership of the Bargaining Unit made under this Constitution on matters of internal regulation and matters which are entirely within the control of the Bargaining Unit.
“Constitution”	Shall mean the system of fundamental principles, and the basic organization, according to which the Bargaining Unit is governed.
“Days”	Shall mean school days as defined in the Education Act unless otherwise stated.
“District”	Shall mean District 1 Ontario North East of OSSTF/FEESO.
“District Officer”	A non-voting, resource person selected by the three DSB1 bargaining unit presidents.
“FTE”	Shall mean full time equivalent.
“Member”	Shall mean an active dues-paying person employed as a secondary school teacher with District School Board Ontario North East.
“Occasional Teacher”	Shall mean an active dues-paying Member of the OTBU.
“OLRA”	Shall mean the Ontario Labour Relations Act.
“OSSTF/FEESO”	Shall mean the Ontario Secondary School Teachers’ Federation.
“OTBU”	Shall mean the Occasional Teachers’ Bargaining Unit.
“Policy”	Shall mean a stand or position taken by the Bargaining Unit in accordance with its bylaws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
“President”	Shall mean the President of the TBU/OTBU.
“TBU”	Shall mean the Teachers’ Bargaining Unit.

## Article 1: Name

1.1 This organization shall be known as the TBU/OTBU of Ontario North East District 1 of OSSTF/FEESO and shall include the branches as follows:

- 1.1.1.1 École Secondaire Cochrane High School
- 1.1.1.2 Englehart High School
- 1.1.1.3 Hearst High School
- 1.1.1.4 Iroquois Falls Secondary School
- 1.1.1.5 Kapuskasing District High School
- 1.1.1.6 Kirkland Lake District Composite School
- 1.1.1.7 Roland Michener Secondary School
- 1.1.1.8 Timiskaming District Secondary School
- 1.1.1.9 Timmins High and Vocational School
- 1.1.1.10 Occasional Teachers

## Article 2: Repugnancy

2.1 All former Constitutions within this Bargaining Unit are hereby declared null and void.

2.2 Any part of this present Constitution, or any amendment hereto, which is repugnant to the Provincial or District Constitutions of OSSTF/FEESO is hereby declared null and void.

## Article 3: Objects of the TBU/OTBU

3.1 The objects of the TBU/OTBU shall include the current objects of OSSTF/FEESO, as follows:

- 3.1.1 First and foremost to protect its Members, both individually and collectively, in their profession, and to ensure that none of the Members' rights enjoyed by other Ontario residents shall be denied its members;
- 3.1.2 To secure and maintain for all Active Members of OSSTF/FEESO equal collective bargaining rights including the right to strike;
- 3.1.3 To bargain collectively on behalf of its Active Members;
- 3.1.4 To promote and advance the cause of public education;
- 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;
- 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 are in the best interest of members, public education, students and the community;
- 3.1.9 To support and promote equal opportunity for Members, employees, and students;
- 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, gender identity, socio-economic status, age, marital status, family structure or disability;
- 3.1.11 To associate and unite OSSTF/FEESO Members in District 1, Ontario North East.

3.2 The BU shall attempt to coordinate the activities of the Branches in areas of mutual concerns and to maximize the communications between and among the Branches.

3.3 The BU shall represent the Members of District 1, Ontario North East with respect to Members' collective views to the Provincial OSSTF/FEESO, all government bodies, the general public, and the media as appropriate.

## Article 4: Membership

4.1 A member shall be any active dues-paying TBU or OTBU Member in good standing of OSSTF/FEESO and is in the employ of District School Board Ontario North East.

## Article 5: Bargaining Unit Council Organization

5.1 The Council shall consist of:

- 5.1.1 President
- 5.1.2 Vice-President
- 5.1.3 Treasurer
- 5.1.4 Secretary
- 5.1.5 Pensions & Benefits Officer
- 5.1.6 Occupational Health & Safety Officer
- 5.1.7 Grievance Officer (TBU)
- 5.1.7X Grievance Officer (OTBU)
- 5.1.8 Constitution Officer
- 5.1.9 Chief Negotiator (TBU)
- 5.1.9X Chief Negotiator (OTBU)
- 5.1.10 Communications & Political Action Officer
- 5.1.11 Educational Services Officer
- 5.1.10 All other Delegates from the Branches as identified by the membership formula in accordance with 5.2.
- 5.1.11 OTBU representatives as identified by their members in accordance with the membership formula in 5.2.

5.2 Branch representation on the BU Council will be determined by a Branch membership formula based on the staff numbers provided in June:

- 5.2.1 A ratio of 1 delegate for each 20 FTE members or major portion thereof is used in each Branch.
- 5.2.2 Notwithstanding 5.2.1, each Branch is guaranteed a least one member on the Council.
- 5.2.3 The Branch President or designate shall be one of the Branch's delegates to the Council.
- 5.2.4 Voting Members of the Council shall consist of the President, the Branch Delegates and the Occasional Teacher Representatives.

5.3 Branch elections shall be held prior to the Annual General Meeting.

5.4 All members in good standing may seek election to the TBU/OTBU Executive and Council positions/offices.

5.5 Branch delegates are elected for a term of one year.

5.5.1 If for any reason a delegate cannot fulfill the one-year term, he/she will notify the President, in writing, within 30 days, and the Branch will hold an election to replace that delegate for the remainder of the term.

5.6 If for any reason a delegate is unable to attend a meeting of the Council, a branch executive of the delegate's branch shall have the right to select and send an alternate from their branch to the meeting.

5.6.1 The alternate designated by the branch executive of the delegate's branch shall have all of the duties, powers, rights, and responsibilities the delegate would have had, had the delegate attended the Bargaining Unit meeting, up to, but not including the duties, powers, rights, and responsibilities of an elected position on the Bargaining Unit Executive, should the absent delegate be a member of the Bargaining Unit Executive.

5.7 The Branch President or designate shall be one of the Branch's delegates to the Council.

5.8 All members in good standing may seek election to Bargaining Unit Executive and Council positions/offices.

5.9 The Chief Negotiator shall be elected, by the members of the Collective Bargaining Committee.

5.9.1 The Chief Negotiator is a non-voting member of Council.

5.10 The President will be released full-time.

5.10.1 The balance of any time release afforded to the BU shall be assigned by approval of the Executive and Council,  
via the approved budget process.

## Article 6: Amendments to the Constitution

6.1 Amendments to the Constitution may be made at the Annual General Meeting (AGM) by a two-thirds majority vote of the members present and voting after due notice.
6.2 Due notice of motion is given when all members of the Council receive notice 15 calendar days prior to that meeting at which the vote will be taken.
6.3 Amendments to the Constitution may be made at the AGM by a nine-tenths majority vote of the members present and voting if due notice has not been given.

## Article 7: Grievance Committee

7.1 A Grievance Committee consists of the following three members: 7.1.1 President; 7.1.2 Grievance Officer; and 7.1.3 Chief Negotiator.
7.2 The Grievance Officer shall act as the Chairperson of the Grievance Committee.
7.3 In the event a member of a Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Council will be appointed by the Grievance Committee to become the representative.
7.4 The purpose of a Grievance Committee shall be to determine whether to proceed with the grievance process as outlined in the Collective Agreement.
7.5 Meetings of a Grievance Committee may be called by any member of the Committee.

7.6 All personal grievance details are confidential to the members of the Grievance Committee and to the grievor.

7.7 Procedures for alleged grievances are carried out as follows:

7.7.1 All alleged grievances directed to the President shall be referred to the Grievance Committee immediately.

7.7.2 The Branch President/Representative or another Member may assist the member(s) in presenting the facts of the case to the Grievance Committee.

7.7.3 The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.

7.7.4 The Grievance Officer shall inform the member(s) of the Committee's decision and shall inform the member(s) of the appeal process. The Grievance Officer shall then report the decision and the reason for it to the Council.

7.8 All decisions by the Grievance Committee shall be by simple majority.

7.9 Meetings of the Grievance Committee may be held in person, by phone, by conference call, by teleconference or by videoconference.

## **Article 8: Grievance Appeals Committee**

8.1 The Grievance Appeals Committee must consist of three elected members of the Council who did not take part in the decision to deny the grievance.

8.2 The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.

8.3 One member of the Council (who shall not have been a member of the Grievance Committee and also shall not act as a member of the Grievance Appeals Committee) may be chosen by the member appealing the



decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Decision Appeals Committee.

8.4 All grievance appeals details are confidential to the members of the Grievance Appeals Committee, the Grievance Committee and the grievor.

8.5 Meetings of the Grievance Appeals Committee may be held in person, by phone, by conference call, by teleconference or by videoconference.

## **Article 9: Collective Bargaining Committee**

### **9.1 Collective Bargaining Committee (CBC) (TBU)**

9.1.1 The Teachers' Bargaining Unit Collective Bargaining Committee shall consist of:

9.1.1.1 One elected member from each Branch; and

9.1.1.2 The President.

9.1.2 The Collective Bargaining Committee will meet:

9.1.2.1 to elect the Chief Negotiator;

9.1.2.2 to prepare the brief;

9.1.2.3 to elect the Table Team following preparation of the brief;

9.1.2.4 when requested by the Chief Negotiator.

9.1.3 A quorum of the Collective Bargaining Committee shall be six.

9.1.4 The Collective Bargaining Committee shall operate by consensus.

9.1.5 Notwithstanding 9.1.4, should the Collective Bargaining Committee not be able to arrive at a consensus, they shall vote.

9.1.5.1 If the vote is tied, the Chief Negotiator shall make the final decision.

### **9.2 Chief Negotiator**

9.2.1 The Chief Negotiator shall be a member of the Collective Bargaining Committee.

9.2.2 The Chief Negotiator will be elected by vote of the Collective Bargaining Committee during the first meeting.

9.2.2.1 In the event of a tie for the selection of the Chief Negotiator, the Committee Members will revote up

to 3 times (until the tie is broken). If there is still a tie after 3 additional votes, then a coin toss will be used to decide the election.

9.2.3 The President shall not be the Chief Negotiator.

9.2.4 The Chief Negotiator will keep Members of the Collective Bargaining Committee informed of the current state of negotiations, rationales, and backgrounds for issues.

9.2.5 The Chief Negotiator will report to the Membership on a regular basis during the process of negotiations.

### 9.3 Table Team (TBU)

9.3.1 The Table Team will consist of:

9.3.1.1 The President;

9.3.1.2 The Chief Negotiator;

9.3.1.3 Three other Members elected by and from the members of the Collective Bargaining Committee.

9.3.2 A quorum of the Table team shall be three.

9.3.3 The Table Team shall operate by consensus.

9.3.4 Notwithstanding 9.3.3 should be the Table Team not be able to arrive at a consensus they shall vote.

9.3.4.1 If the vote is tied, the Chief Negotiator shall make the final decision.

### 9.9 Collective Bargaining Committee (CBC) (OTBU)

9.9.1 The Occasional Teachers' Bargaining Unit Collective Bargaining Committee shall consist of:

9.9.1.1 Three (3) OTBU members (North, central, South); and

9.9.1.1.1 Notwithstanding 9.9.1.1, if there are no candidates from some regions, the positions may be filled with members from other regions that have put their name forward.

9.9.1.1.2 If the steps in 9.9.1.1 do not result in 3 members on the committee, 2 further calls for interest will be sent out.

9.9.1.1.3 Notwithstanding 9.9.1.1.2, if there aren't 3 Occasional Teacher candidates who have put their name forward, the District Officer may be a member of the committee.

9.9.1.2 The President.

9.9.2 If required, there shall be an OTBU all-member vote to elect the members of the committee.

9.9.3 The President shall be a non-voting member of the Occasional Teachers' Bargaining Unit Collective Bargaining Committee.

9.9.3.1 Notwithstanding 9.9.3, if all steps in 9.9.1 do not result in 3 members on the committee, the President shall be a voting member.

9.9.4 The OTBU Chief Negotiator shall be selected by the 3 members of the committee.

9.9.5 The OTBU CBC table team shall be the Occasional Teachers' Bargaining Unit Collective Bargaining Committee.

9.9.6 A quorum of the Collective Bargaining Committee shall be two.

#### 9.4 Provincial Resumption of Negotiations (PRN)

9.4.1 Notwithstanding 9.2 and 9.3 when the Provincial Executive has assumed responsibility for bargaining, the Resumption of Bargaining Team shall be comprised of:

9.4.1.1 One member of the Provincial Executive (who will act as Chair);

9.4.1.2 One member of the Provincial Secretariat (who will act as Chief Negotiator);

9.4.1.3 the President;

9.4.1.4 The Bargaining Unit Chief Negotiator;

9.4.1.5 An additional member may be elected by the Bargaining Unit Table Team.

#### 9.5 Length of Term

9.5.1 The members of the Collective Bargaining Table Team shall serve a term equal to the period of time required to negotiate the current collective agreement.

9.5.2 The members of the Collective Bargaining Committee shall serve until the formation of the new Collective Bargaining Committee.

9.5.3 The members of the new Collective Bargaining Committee shall be elected at each branch within 30 days following the ratification of the Collective Agreement.

9.5.4 Should a vacancy occur on the Collective Bargaining Committee or on the Collective Bargaining Table Team, the vacancy shall be filled immediately as outlined in articles 9.1, 9.2, 9.3, and 9.4.

9.5.5 Should a vacancy occur because the Chief Negotiator has become President then an additional member will be elected to the Table Team as outlined in 9.2.

#### 9.6 Ratification

9.6.1 All Collective Agreements must be ratified through a Membership Vote.

9.6.1.1 All Membership votes shall be conducted under the concept of one member, one-vote.

9.6.1.2 A successful ratification shall be defined as the affirmative vote of a simple majority of those members who vote on a ratification vote.

#### 9.6.1.3 Ratification Information Meeting

9.6.1.3.1 Upon reaching a tentative settlement with District School Board Ontario North East, the members of the Collective Bargaining Table Team shall provide Members with their recommendation for ratification of the tentative agreement.

9.6.1.3.2 The Collective Bargaining Committee shall schedule a ratification information meeting.

9.6.1.3.2.1 The ratification information meeting will be held virtually.

9.6.1.3.2.2 The meeting shall be chaired by the Chief Negotiator.

9.6.1.3.2.3 The main points of the Tentative Settlement reached will be presented, all the changes between the previous Collective Agreement and the recommended Tentative Settlement will be provided in writing, and an opportunity will be provided for a question and answer period.

9.6.1.3.4 All Members shall be provided with a copy of the Tentative Settlement in its entirety at least 5 calendar days before the ratification information meeting.

9.6.1.3.5 Members shall be informed of the date of the ratification information meeting at least 5 calendar days before the meeting occurs.

#### 9.6.1.4 Ratification Vote

9.6.1.4.1 The ratification vote for the Tentative Settlement shall be conducted no sooner than 2 calendar days after the Ratification Information Meeting.

9.6.1.4.2 Members will be notified how to access the voting, the location of the voting and the voting format at least 2 calendar days before the ratification vote.

9.6.1.4.3 The ratification vote shall be conducted by secret ballot.

9.6.1.4.3 The date(s) of the vote shall be determined by the Collective Bargaining Committee.

9.6.1.4.4 A list of eligible voters shall be maintained.

9.6.1.4.3.1.5 A sign-off list of Members who are eligible to vote is maintained by the member(s) staffing the voting station;

- 9.6.1.4.3.1.6 Every reasonable effort is made to encourage and provide an opportunity for members to vote;
- 9.6.1.4.3.1.8 Upon closing the polls, the scrutineer(s) will count the ballots.
- 9.6.1.4.3.1.9 The ballots shall be counted at least twice to ensure accuracy.
- 9.6.1.4.3.1.10 After the results of the ratification vote have been tabulated, the ballots shall be kept for a period not less than 6 months.
- 9.6.1.4.3.1.11 The following information shall be provided to the Chief Negotiator:
- 9.6.1.4.3.1.11.1 the number of eligible voters;
  - 9.6.1.4.3.1.11.2 the number of ballots cast;
  - 9.6.1.4.3.1.11.3 the number off affirmative votes;
  - 9.6.1.4.3.1.11.4 the number of negative votes;
  - 9.6.1.4.3.1.11.5 the number of spoiled ballots;
  - 9.6.1.4.3.1.11.6 the date.
- 9.6.1.4.3.1.12 There will be no voting by proxy.
- 9.6.1.5 Notwithstanding 9.6.1.4, online voting may occur, using the Provincial Office Online Voting Centre.
- 9.6.1.6 The results of the ratification vote shall be communicated to all Members, only as a percentage total.

## 9.8 Letters of Agreement

- 9.8.1 All Letters of Agreement separate from the Collective Agreement must be ratified through a Council vote.

## 9.9 Letters of Understanding

- 9.9.1 All Letters of Understanding separate from the Collective Agreement must be ratified through a Grievance Committee vote.

## **Article 10: Bylaws**

10.1 The membership of the Council may not enact any bylaw that is inconsistent with this Constitution, that of the District, or the Provincial Constitution of OSSTF/FEESO.

10.2 The membership may enact bylaws governing:

10.2.1 the management of its property, its funds, and its own internal organization and administration;

10.2.2 the establishment or dissolution of special or standing committees; and

10.2.3 all other matters deemed to meet the Objects of OSSTF/FEESO and the conduct of the business of the Bargaining Unit.

## **Article 11: Electronic Meetings**

11.1 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically.

11.2 Electronic meetings shall not be recorded.

11.2.1 Notwithstanding 11.2, should a portion of the meeting be recorded, attendees shall be notified beforehand and provided with the purpose for the recording.

## **Article 12: Delegates to the District AGM**

12.1 The Delegates to the District AGM will be the Bargaining Unit President, Branch Presidents and one Occasional Teacher Representative.

12.2 The remaining Delegates to the District AGM will be distributed one per Branch, beginning with the Branch with the largest FTE and continuing in descending order.

## **Article 13: Constitution Committee**

13.1 Constitution Committee shall consist of the President, the Constitution Officer and 4 other Members.

13.2 The Constitution Committee shall meet to consider changes that need to be made to the Constitution.

13.3 The Constitution Committee shall recommend any constitutional changes, to be brought forward at the AGM.

## Bylaw 1: Year

1.1 The Bargaining Unit year shall commence on July 1st and end on June 30th of the following year.

## Bylaw 2: Meetings

2.1 Meetings of Council shall be called a minimum of two and a maximum of five times per year, either face-to-face or electronically, to:

2.1.1 discuss the business of the Bargaining Unit;

2.1.2 receive reports; and

2.1.3 discuss and pass motions put forward for transmission to OSSTF/FEESO Provincial Office.

2.1.3.1 notwithstanding bylaw 2.1.3, as is required, the business of the BU may be conducted by the Bargaining Unit Executive at times other than at Council Meetings.

2.2 Council members may attend meetings virtually.

2.3 The President shall call the meetings of the Council:

2.3.1 at his/her discretion, or at the request of the majority of the members of the Council; and

2.3.2 provide a minimum of 72 hours notice for meetings.

2.3 The Council shall meet at a time and location to be determined by the Council.

2.4 Designated alternates shall be allowed voting privileges.

2.5 There shall not be any voting by proxy for votes of Council.

2.6 A quorum for any Council meeting shall consist of fifty percent plus one of all Council members. For example,



for a membership of 14, quorum is 8 (7 +1).
2.7 An affirmative vote by a majority of those Council members present constitutes acceptance of any motion except amendments to the Constitution and bylaws.
2.8 The Rules of Order for all Council meetings shall be those currently in use by Provincial OSSTF/FEESO.
2.9 The Bargaining Unit President or designate shall conduct an e-vote where motions are required to conduct the business of the Bargaining Unit, at times other than at Bargaining Unit Meetings.

## **2.10: Electronic Meetings**

### **2.10.1 Electronic Meetings: Platform**

2.10.1.1 Members shall be notified when a meeting will be held electronically.

2.10.1.2 The platform in which these electronic meetings can be held is designated by the President.

2.10.1.3 The designated platform must have the ability to identify those participating, show members seeking recognition to speak, show the text of pending motions, allow anonymous voting and show results of votes.

2.10.1.4 The designated platform must allow for the verification of membership of meeting participants.

2.10.1.5 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF/FEESO rules of orders.

### **2.10.2 Electronic Meetings: Voting**

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

2.10.2.2 Election voting must be set up through Provincial OSSTF/FEESO Voting Centre.

### **Bylaw 3: Ad Hoc Committees**

3.1 The Council shall appoint at the earliest opportunity, and may dismiss:

3.2.1 Chairs of Standing Committees;

3.2.2 members of Standing Committees; and

3.2.3 members of Council Ad-Hoc Committees.

### **Bylaw 4: Expenses**

4.1 Upon presentation of receipts, Council members shall be reimbursed for authorized expenses.

4.2 Upon presentation of receipts, members of any committee appointed by the Council shall be reimbursed for authorized expenses.

4.3 Upon presentation of receipts, invited guests shall be reimbursed for authorized expenses.

4.4 Any Member may attend the Council meetings as an observer but shall not be allowed to vote and shall not be reimbursed for any expenses.

## Bylaw 5: Duties of the Council, its Officers and its Members

### 5.1 It shall be the duty of the Council to:

- 5.1.1 promote within the Bargaining Unit, the aims and objects of OSSTF/FEESO;
- 5.1.2 receive and act upon correspondence in the interests of OSSTF/FEESO;
- 5.1.3 authorize payment of expenses and accounts incurred in the conduct of the business of Council;
- 5.1.4 coordinate the activities of the Branches in order to obtain the maximum benefit for the membership;
- 5.1.5 inform the Provincial Executive of matters adversely affecting the welfare of OSSTF/FEESO or one or more of its members;
- 5.1.6 consider matters of general interest to education as they affect the Bargaining Unit, or OSSTF/FEESO;
- 5.1.7 adopt bylaws for the transaction of business;
- 5.1.8 appoint replacements for the Council Officers for a term not to exceed the original term of office.

### 5.2 It shall be the duty of the President to:

- 5.2.1 call all meetings of the Council;
- 5.2.2 chair all meetings of the Council;
- 5.2.3 act as a member, ex officio, of all Committees of the Bargaining Unit;
- 5.2.4 represent the Bargaining Unit at all internal and external functions as necessary;
- 5.2.5 act as a member of the Grievance Decision Committee;
- 5.2.6 represent the Bargaining Unit at Provincial Council;
- 5.2.7 ensure that members are aware of terms of the Constitution.

### 5.3 It shall be the duty of the Vice-President to:

- 5.3.1 perform the duties of the President in his/her absence, or at his/her request;
- 5.3.2 perform such duties as assigned by the President.

### 5.4 It shall be the duty of the Secretary to:

- 5.4.1 record the minutes of all Council Meetings;
- 5.4.2 provide Council members with draft minutes of all meetings within 10 school days of the meeting.
- 5.4.3 perform such duties as assigned by the President.

5.5 It shall be the duty of the Pensions and Benefits Officer to:

- 5.5.1 provide information to the Council regarding pensions, retirement benefits, and benefits for distribution to members;
- 5.5.2 work with Provincial OSSTF/FEESO regarding pensions and benefits; and
- 5.5.3 perform such duties as assigned by the President.

5.6 It shall be the duty of the Chief Negotiator to:

- 5.6.1 work in co-operation with the Provincial Protective Services Department bargainer assigned to the Bargaining Unit;
- 5.6.2 chair the Collective Bargaining Committee;
- 5.6.3 report to the Council on the activities of the Collective Bargaining Committee and the progress of negotiations;
- 5.6.4 upon consultation with the President, notify each Branch of the necessity of holding an election for a representative to the new Collective Bargaining Committee;
- 5.6.5 call the first meeting of the Collective Bargaining Committee for the next Collective Bargaining Committee;
- 5.6.6 distribute to each Branch a memo after each meeting with the Board's negotiating committee; and
- 5.6.7 perform such duties as assigned by the President.

5.7 It shall be the duty of the Grievance Officer to:

- 5.7.1 maintain contact with the Provincial OSSTF/FEESO with regard to grievances and arbitrations;
- 5.7.2 work in co-operation with the Council in all matters relating to grievances arising from the collective agreement;
- 5.7.3 advise and council members on grievance matters and represent grieving members on request;
- 5.7.4 chair the Grievance Decision Committee;
- 5.7.5 send the necessary correspondence with regard to grievances and to keep updated files upon those grievances; and
- 5.7.6 perform such duties as assigned by the President.

5.8 It shall be the duty of the Constitution Officer to:

5.8.1 chair the Constitution Committee;

5.8.2 work with the Constitution Committee to provide suggested amendments to the Constitution to be brought forward at the AGM.

5.8.3 perform such duties as assigned by the President.

5.9 It shall be the duty of the Branch President to:

5.9.1 report on the activities of the Branch at Council meetings;

5.9.2 keep the members of the Branch informed of the activities of the Bargaining Unit;

5.9.3 perform such duties as assigned by the President.

5.10 It shall be the duty of the Occasional Teachers' Representatives to:

5.10.1 report on the activities of the Branch at Council meetings;

5.10.2 keep the members of the OTBU informed of the activities of the Bargaining Unit;

5.10.3 perform such duties as assigned by the President.

## **Bylaw 6: Annual General Meeting (AGM)**

6.1 There shall be an Annual General Meeting of the Council held in May in conjunction (when possible) with the District 1 Annual General Meeting to:

- 6.1.1 discuss the business of the Bargaining Unit;
- 6.1.2 receive reports from the Officers; and
- 6.1.3 elect a new slate of Officers for the coming year.

6.2 Quorum for the AGM shall consist of 50% + 1 of all Council members.

## **Bylaw 7: Elections**

7.1 Election to the Executive position of President shall be by an all-member vote of the Members of District 1 (DSB1).

7.1.1 Election to the following Executive positions shall take place at each Annual General Meeting (AGM) by a vote of those Members in attendance:

- 7.1.1.1 Vice-President
- 7.1.1.2 Treasurer
- 7.1.1.3 Secretary
- 7.1.1.4 Pension & Benefits Officer
- 7.1.1.5 Occupational Health & Safety Officer
- 7.1.1.6 Grievance Officer (TBU)
- 7.1.1.7 Grievance Officer (OTBU)
- 7.1.1.8 Constitution Officer
- 7.1.1.9 Communications & Political Action Officer
- 7.1.1.10 Educational Services Officer

### **7.1.2 Term of Office**

- 7.1.2.1 The term of office for President shall be for two years, with elections taking place in odd-numbered years.
- 7.1.2.2 The term of office for all other Executive positions shall be for one year.
- 7.1.2.3 The term of office for all positions shall commence on July 1 following their election at the AGM.

<p>7.1.3 Vacancies which occur in any Executive positions shall be posted within 15 school days after the written notification of the vacancy has been received.</p> <p>7.1.3.1 Vacancies shall be filled following the elections procedure.</p>
<p>7.2 Council shall appoint a Nominations &amp; Elections Chief Electoral Officer to administer its elections.</p>
<p>7.3X The elections shall be carried out in accordance with the elections procedure established by the Constitution Committee, approved by Council and administered by the Nominations &amp; Elections Committee.</p>
<p>7.3 Candidates for the position of President shall be nominated in accordance with the elections procedure.</p> <p>7.3.1 A defeated candidate for President may become a candidate for any other position to be filled at the AGM upon nomination from the floor.</p> <p>7.3.1.1 A defeated candidate for Vice-President may become a candidate for any other position to be filled at the AGM upon nomination from the floor.</p> <p>7.3.1.2 An opportunity for nomination by delegates from the floor of the AGM shall be provided before nominations are declared closed to the Chair.</p> <p>7.3.1.3 Offices for which no nominations have been received shall be filled by appointment of Council at its discretion at its first meeting subsequent to the meeting of the AGM.</p>
<p>7.4 Contested positions shall be voted on in the order of their listing in Article 7.1, with the exception of Chief Negotiator.</p>
<p>7.5 Any Member of the Bargaining Unit is eligible to hold an elected position.</p>
<p>7.6 Where a vote is required to elect a member to fill a position on Council, speeches are limited to 3 minutes per candidate for any position.</p>

## Bylaw 8: Delegates to AMPA

8.1 The President shall automatically be a delegate to AMPA.

8.2 If the Bargaining Unit is permitted additional delegates for AMPA, they shall be elected by the Council prior to Dec. 31.

### **Bylaw 9: Grievance Appeals Procedure**

9.1 The member(s) of the Bargaining Unit asking for an appeal of the decision of the Grievance Committee will be invited to attend a meeting of the Grievance Appeals Committee to present the case.

9.2 The member(s) appealing the decision will have an opportunity to present the case with the assistance of an advisor.  
9.3 The Grievance Committee will state the reasons for not carrying forward the grievance.

9.4 The member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.

9.5 The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused and will communicate the decision to the member(s) and the Grievance Officer as soon as possible.

### **Bylaw 10: Amendments to bylaws**

10.1 Amendments to bylaws may be made at any meeting of Council by a simple majority vote of the members present and voting after due notice of motion.

10.2 Due notice of motion is given when all members of the Council receive written notice at least 15 calendar days prior to the meeting at which the vote shall be taken.



10.3 If due notice has not been given, amendments to the bylaws may be made at any meeting of the Council by a three-quarters vote of the members present, providing three-quarters of the members of the Council are present.

## **Bylaw 11: Electronic Motions**

11.1 The Bargaining Unit President e-mails the message to all Council members simultaneously with the designation "OSSTF/FEESO Urgent Bargaining Unit Business" in the subject line declaring an online meeting and requesting that members respond within 48 hours.

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

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

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

11.5 A quorum of Council members is required for the process to continue.

11.6 The President requests a seconder.

11.7 Discussion takes place within a prescribed timeframe, usually 48 hours.

11.8 Once the discussion has taken place, the President calls for a vote and indicates the voting timeframe, usually 24 hours.

11.9 Members register their vote by voting yes, no or abstain, and respond to all.

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

11.11 The President announces the result of the vote.

11.12 At the next scheduled Council meeting, the motion, mover, seconder and results of the vote must be entered into the regular minutes along with the appropriate resolution.

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

## **Bylaw 12: Reserve Account**

12.1 The Bargaining Unit shall maintain a Reserve Account with the following:

### **12.1.1 Capital Equipment Fund**

12.1.1.1 The fund is to provide for the purchase, replacement or repair of office equipment when the need was not anticipated or included in the budget.

12.1.1.2 Expenditures from this fund must be approved by a motion of Council.

12.1.1.3 A year-end surplus in the Technology Renewal budget line shall be allocated to the Capital Equipment Fund.

12.1 1.4 Up to a further 20% of any year-end surplus may be allocated to the Capital Equipment Fund.

12.1 1 5 The Capital Equipment Fund shall not exceed \$10,000.

### **12.1.2 Negotiations/Strike Fund**

12.1.2.1 This fund is to finance expenses arising from negotiations with the Board or to provide emergency loans to members in extreme need during a strike of more than three week.

12.1.2.2 Expenditures from this fund must be approved by a motion of Council.

12.1.2.3 A year-end surplus in the Negotiations budget line shall be allocated to the Negotiations/Strike Fund.

12.1.2.4 Up to a further 35% of any year-end surplus may be allocated to the Negotiations/Strike Fund.

12.1.2.5 The Negotiations/Strike Fund shall not exceed \$30,000.

### 12.1.3 The General Reserve Fund

12.1.3.1 The General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget.

12.3.1.2 Funds may be transferred from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of Council.

12.3.1.3 Expenditures from the General Reserve Fund shall be approved by a motion of Council.

12.3.1.4 The General Reserve Fund shall not exceed \$50,000.

### 12.1.4 The Benevolent Reserve Fund

12.1.4.1 The Benevolent Reserve Fund may be used to provide financial assistance to active members who find themselves in extreme financial need due to a prolonged illness, an accident, or an extreme emergency, according to the D1 TBU/OTBU Benevolent Fund Guidelines.

12.1.4.2 A year-end surplus in the Benevolent budget line may be allocated to the Benevolent Reserve Fund.

12.1 4.3 Up to a further 5% of any year-end surplus may be allocated to the Benevolent Reserve Fund.

12.1.4.4 Expenditures from the Benevolent Reserve Fund shall be reported to Council during the next Council meeting.

12.1.4.5 The Benevolent Reserve Fund shall not exceed \$2,000.

12.2 All activity of the Reserve Account shall be reported by the Treasurer during budget updates.