

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



Last edited: November 25, 2020

Definitions

“AMPA Delegate”	Shall mean a Member attending AMPA who has voting privileges.	
“AMPA Alternate”	Shall mean a Member, chosen in accordance with our Constitution, at AMPA who lacks voting privileges until the Alternate is seated to replace an absent Delegate or is recognized as an accredited voting member of the House Committee.	
“Branch”	Shall mean a Branch Organization of the OSSTF/FEESO.	
“By-laws”	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 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 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”	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 Occasional Teachers’ Bargaining Unit.	
“Policy”	Shall mean a stand or position taken by the bargaining unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the bargaining unit.	
“President”	Shall mean the President of the TBU/OTBU.	
“TBU”	Shall mean 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. Part X Education Act Members: 1.1.1.1. Ecole 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	
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Article 2: Repugnancy

2.1 All former Constitutions within this TBU/OTBU 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 Constitution 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 position, 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 structure and policies is in the best interests 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 TBU 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 TBU 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.	
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Article 5: Council Organization

5.1 The Council shall consist of: 5.1.1 President; 5.1.2 Vice President; 5.1.3 Secretary; 5.1.4 Treasurer; 5.1.5 Pensions & Benefits Officer; 5.1.6 Occupational Health & Safety Officer; 5.1.7 Grievance Officer; 5.1.8 Constitution Officer; 5.1.9 Chief Negotiator; and 5.1.10 All other Delegates from the Branches as identified by the	
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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 Executive 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 duly elected President and the Branch Delegates.	
5.3 Branch elections shall be held at least two weeks prior to the Annual General Meeting. 5.3.1 All members in good standing may seek election to the TBU/OTBU Executive and Council positions/offices.	
5.4 Branch delegates are elected for a term of one year. 5.4.1 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.	
5.5 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. 5.5.1 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 delegate be a member of the Bargaining Unit Executive.	
5.6 The Branch President or designate shall be one of the Branch's delegates to the Council. 5.6.1 All members in good standing may seek election to TBU/OTBU Executive and Council positions/offices.	
5.7 The Chief Negotiator shall be elected, by the members of the Collective Bargaining Committee. 5.7.1 The Chief Negotiator is a non-voting member of Council.	
5.8 The President will be released full-time. 5.8.1 The balance of any time release afforded to the TBU 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	
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(AGM) by a two-thirds majority vote of the members present and voting after due notice.	
6.2 Due notice of motion shall be 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 is not given.	

Article 7: Grievance Committee

7.1 A Grievance Decision Committee must consist 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 Grievance Decision Committee.	
7.3 In the event a member of a Grievance Decision 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 Decision Committee to become the representative.	
7.4 The purpose of a Grievance Decision Committee shall be to determine whether to proceed with the grievance process as outlined in the Collective Agreement.	
7.5 Meetings of a Grievance Decision Committee may be called by and Member of	

the Committee.	
7.6 All personal grievances are confidential to the members of the Grievance Decision 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 Decision Committee. 7.7.3 The Grievance Decision 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. 7.7.5 The Grievance Officer shall also report any minority opinions of the Committee to the Council.	
7.8 All decisions by the Committee shall be by a simple majority.	

Article 8: Grievance Decision Appeals Committee

8.1 The Grievance Decision Appeals Committee must consist of: 8.1.1 three elected members of the Council who did not take part in the decision to deny the grievance.	
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8.2 The members of the Grievance Decision 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 Decision Committee and also shall not act as a member of the Grievance Decision Appeals Committee) may be chosen by the member appealing the decision of the Grievance Decision Committee to assist in carrying forward the appeal to the Grievance Decision Appeals Committee.	
8.4 All grievance appeals are confidential to the members of the Grievance Decision Appeals Committee, the Grievance Decision Committee and the grievor.	
8.5 Meeting of the Grievance Decision Appeals Committee may be held in person, by phone, by conference call or by teleconference, with the mutual consent of the Grievance Decision Appeals Committee and the appealing member(s) or party.	

Article 9: Collective Bargaining Committee and the Table Team for the Part X Education Act Members of District School Board Ontario North East

9.1 Collective Bargaining Committee 9.1.1 The Collective Bargaining Committee shall consist of: 9.1.1.1 One elected member from each Branch 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	
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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. 9.1.6 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 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. 9.3.5 If the vote is tied, the Chief Negotiator shall make the final decision.	
9.4 Provincial Resumption of Negotiations (PNR) 9.4.1 Notwithstanding 9.2 and 9.3 when the Provincial Executive has assumed responsibility for bargaining (previously referred to as Provincial Responsibility for Negotiation), 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 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. 9.5.4 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 of Membership 9.6.1 All Collective Agreements must be ratified through a TBU 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 “correctly conducted” Ratification Vote. 9.6.1.3 For a Ratification Vote to be considered “correctly conducted” the following process must be followed, as outlined in 9.6.1.3.1 to 9.6.1.3.5 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, in cooperation with the Collective Bargaining Table Team of District School Board Ontario North East, author and sign a letter of “Tentative Settlement and Recommendation to the Respective Parties.” 9.6.1.3.2 The members of the Collective Bargaining Committee shall then determine a schedule for branch meetings throughout the TBU ensuring that a meeting is scheduled for every branch in the TBU. 9.6.1.3.2.1 The meetings shall be chaired at each branch by a member or members designated from and by the Collective Bargaining Committee. 9.6.1.3.2.2 These meetings will present the main points of the Tentative Settlement reached, provide all of the changes between the previous Collective	

Agreement and the recommended Tentative Settlement in writing, and provide an opportunity for answers to members' questions.

9.6.1.3.3 The members of each branch shall be provided with a copy of the Tentative Settlement in its entirety at least 5 calendar days before their scheduled branch meeting occurs.

9.6.1.3.4 Members shall be informed of the schedule of branch meetings that will take place, as determined in 9.8.3.2, at least 5 calendar days before the first scheduled meeting occurs.

9.6.1.3.5 The ratification vote for the Tentative Settlement shall be conducted no sooner than 2 calendar days after the last scheduled branch meeting occurs.

9.6.1.3.6 The ratification vote shall be conducted by secret ballot at each branch, and shall be organized at each branch by that branch's representative on the Collective Bargaining Committee, or designate

9.6.1.3.7 The ratification vote shall occur at all of the branches. The date of the vote shall be determined by the Collective Bargaining Committee.

9.6.1.3.7.1 Ratification votes shall be organized and conducted at each branch in a manner that ensures that:

9.6.1.3.7.1.1 the ballot box is physically sealed in some manner;

9.6.1.3.7.1.2 the ballot box is never left unsecured;

9.6.1.3.7.1.3 the location for voting is communicated clearly and prominently for all staff members at least 2 calendar days before

the ratification vote;

9.6.1.3.7.1.4 a sign-off list of staff members who are eligible to vote is generated by the collective bargaining representative for the branch and the branch president;

9.6.1.3.7.1.5 the sign-off list of staff members who are eligible to vote is maintained by the member(s) staffing the voting station, with members signing beside their name on the list before they vote;

9.6.1.3.7.1.6 every reasonable effort is made to encourage and provide an opportunity for members to vote;

9.6.1.3.7.1.7 the polling / voting will be opened and closed on the same day(s) at every branch;

9.6.1.3.7.1.8 upon closing the polls, the member organizing the branch ratification vote shall proceed with at least one scrutineer picked from the branch, to count the ballots; and 9.8.3.7.1.9 the ballots shall be counted at least twice to ensure accuracy.

9.6.1.3.7.1.9 After the results of the ratification vote have been tabulated, the ballots shall be kept in a secure location by the branch organizer of the ratification vote for a period not less than 6 months.

9.6.1.3.7.1.10 The results shall include the following information:

9.6.1.3.7.1.10.1 the number of eligible voters

9.6.1.3.7.1.10.2 the number of ballots cast 9.6.1.3.7.1.10.3 the number off affirmative votes 9.6.1.3.7.1.10.4 the number of negative votes 9.6.1.3.7.1.10.5 the number of spoiled ballots 9.6.1.3.7.1.10.6 the signatures of the counting officers and the scrutineer; 9.6.1.3.7.1.10.7 the date 9.6.1.3.7.1.11 There will be no voting by proxy 9.6.1.4 Notwithstanding 9.6.1.3, online voting may occur instead, using the Provincial Office Online Voting Centre.	
9.7 Letters of Agreement 9.7.1 All Letters of Agreement separate from the Collective Agreement must be ratified through a Council vote.	
9.8 Letters of Understanding 9.8.1 All Letters of Understanding separate from the Collective Agreement must be ratified through a Grievance Committee vote.	

Article 10: By-Laws

10.1 The membership of the Council may not enact any By- law that is inconsistent with this Constitution, that of the District, or the Provincial Constitution of OSSTF/FEESO.	
10.2 The membership may enact By-laws 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.	
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Article 11: Delegates to District Council AGM

11.1 The Delegates to District Council will be the Branch Presidents.	
11.2 The remaining Delegates to District Council will be distributed one per Branch, beginning with the Branch with the largest FTE and continuing in descending order.	

By-Law 1: Year

1.1 The Year shall commence on July 1st and end on June 30th of the following year	
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By-Law 2: Meetings

2.1 Meetings of Council shall be called a minimum of two and a maximum of five times per year, with at least two of those meeting being face-to-face or at the call of the President to: 2.1.1 discuss the business of the Bargaining Unit; 2.1.2 receive reports; and	
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2.1.3 discuss and pass motions put forward for transmission to OSSTF/FEESO Provincial Office. 2.1.3.1 notwithstanding by-law 2.1.3, as is required, the business of the TBU shall be conducted by the duly elected officers of the Bargaining Unit Executive at times other than at Council Meetings.	
2.2 The President shall call the meetings of the Council: 2.2.1 at his/her discretion, or 2.2.2 at the request of the majority of the members of the Council	
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. 2.4.1 There shall not be any voting by proxy during votes of Council.	
2.5 A quorum for any Council meeting shall consist of fifty percent plus one of all Council members. For example, current membership stands at 14, therefore quorum is 8 (7 +1)	
2.6 An affirmative vote by a majority of those Council members present constitutes acceptance of any motion except amendments to the Constitution and By-laws.	
2.7 The Rules of Order for all Council meetings shall be those currently in use by Provincial OSSTF/FEESO.	
2.8 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.	

By-Law 3: Ad Hoc Committees

3.1 Council:	
3.2 shall appoint at the earliest opportunity, and may dismiss: 3.2.1 Chairs of Standing Committees 3.2.2 members of Standing Committees; 3.2.3 members of Council Ad-Hoc Committees;	

By-Law 4: Meeting 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.	

By-Law 5: Duties of the Council, its Officers and its Members

5.1 It shall be the duty of the Council to:	
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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 co-ordinate the activities of the Branches in order to obtain the maximum benefit of the membership; 5.1.5 inform the Provincial Executive of matters adversely affecting the welfare of the 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 By-Laws 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; 5.1.9 report in writing annually to the membership; 5.1.10 distribute/circulate copies of local labour council newsletters to the members.	
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 as a member of the Grievance Decision Committee; 5.2.6 to represent the Bargaining Unit at the Provincial Council; 5.2.7 to ensure that members are upholding 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 all the minutes of all Council Meetings to the membership; 5.4.1.1 Provide council Members with draft minutes of all meetings within 10 school days of the meeting. 5.4.2 send out to the Council members, the notice of meeting, meeting agenda, and minutes of the last meeting; 5.4.3 update the Constitution as necessary following any amendments and distribute to each Council member a copy of the changed Constitution at the next meeting of the Council; 5.4.4 perform such duties as are 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 are assigned by the President.	
5.6 It is 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 (housekeeping/formatting) 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 are 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 are assigned by the President.	
5.8 It is the duty of the Branch President to: 5.8.1 report on the activities of the Branch at Council meetings; 5.8.2 keep the members of the Branch fully informed of the activities of the Bargaining Unit by giving oral reports and distributing minutes of the Council meetings; 5.8.3 perform such duties as are assigned by the President.	

By-Law 6: Annual General Meeting

6.1 There shall be an annual general meeting of the Council held in May in conjunction 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	
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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.	

By-Law 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) as per procedures established by the Constitution Committee and approved by Council. 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 Constitution Officer 7.1.1.7 Communications & Political Action Officer 7.1.1.8 Educational Services Officer 7.1.1.9 Grievance Officer 7.1.2 The term of office for elected members of the Executive shall be for one year, except for the President, which shall be for a term of two years, and shall commence on July 1 following their election. 7.1.3 Vacancies which occur in Executive positions elected at the Annual General Meeting(AGM) shall be filled by a weighted vote of the Branch Presidents at a meeting not more than thirty school days after the notification of the vacancy has been received. During such voting each Branch President may cast a vote. Votes are to be weighted in accordance with the size of the Branch relative to the size of the entire	
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Bargaining Unit.	
7.2 Council shall appoint a Nominations & Elections Chief Electoral Officer to administer its elections.	
7.3 Candidates for the Position of President shall be nominated in accordance with the elections procedure approved by Council and administered by the Nominations & Elections Committee. 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. 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. 7.3.1.2 An opportunity for nomination by delegates from the floor of the Assembly shall be provided before nominations are declared closed to the Chair. 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.	
7.4 Contested positions shall be voted on in the order of their listing in Article 5.1, with the exception of Chief Negotiator	
7.5 Any qualified member of the Bargaining Unit is eligible to hold an elected position	
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.	

By-Law 8: Delegates to AMPA

8.1 The President shall automatically be the 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.	

By-Law 9: Grievance Appeals Procedure

9.1 The member(s) of the Bargaining Unit asking for an appeal of the decision of the Grievance Decision Committee will be invited to attend a meeting of the Grievance Decision 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 Decision Committee will state the reasons for not carrying forward the grievance.	
9.4 The member(s) appealing the ruling of the Grievance Decision Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Decision Committee.	
9.5 The Grievance Decision 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.	

By-Law 10: Amendments to By-Laws

10.1 Amendments to by-laws may be made at any meeting of Council by a simple majority vote of the members present and voting after due notice of motion.	
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10.2 Due notice of motion shall be 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 By-laws 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.	

By-Law 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 all messages.	
11.3 All members who have not responded will be called to ensure awareness of 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 time frame usually 48 hours.	
11.8 Once the discussion has taken place, the president calls for a vote and indicates	

the voting time frame, usually 24 hours.	
11.9 Members register their vote with the code OSSTF/FEESO Business VOTE in the subject line voting yes, no or abstain and respond to all.	
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 business meeting, the motion, 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 minutes of understanding, ratification of tentative collective agreement, or constitutional amendments.	

By-Law 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, of up to \$1,500 may be allocated to the Capital Equipment Fund. 12.1 1.4 A further 15% of any year-end surplus may be allocated to the	
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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, of up to \$7,000 may be allocated to the Negotiations/Strike Fund.

12.1.2.4 A further 25% 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.

12.3.1.5 The AGM shall be informed of all activity of the Reserve Account.