



**Occasional Teachers' Bargaining Unit
Constitution & Bylaws**

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**

As amended at the Annual General Meeting of May 14, 2008

Definitions:

"OSSTF" shall mean the Ontario Secondary School Teachers' Federation.

"District" shall mean District 11 of the Ontario Secondary School Teachers' Federation.

"Bargaining Unit" shall mean all those secondary occasional teachers employed by the Thames Valley District Board of Education.

"Member" shall mean an active member in good standing of the Occasional Teachers' Bargaining Unit who is a member of OSSTF.

"Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.

"By-laws" shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.

"Policy" shall mean a stand or 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.

Repugnancy

Any part of this constitution, by-laws or policies thereto, which is repugnant to the Provincial Constitution or to the District Constitution is hereby declared null and void.

ARTICLE 1 - Name

1.0 This organization shall be known as the "Occasional Teachers' Bargaining Unit, District 11, OSSTF".

ARTICLE 2 - Objects

2.0 The objects of the Occasional Teachers' Bargaining Unit shall be the objects stated in the constitution of OSSTF as they apply.

ARTICLE 3 - Membership

3.1 Members shall be all those secondary occasional-teachers employed by the Thames Valley District School Board who are members of OSSTF.

3.2 The rights, privileges and duties of members shall be in accordance with the Constitution and By-laws of OSSTF.

ARTICLE 4 - Dues and Levies

4.1 Members shall pay annual dues as prescribed in the Bylaws of OSSTF.

4.2 Members shall pay a levy equal to that established in the District Constitution.

ARTICLE 5 - Organization

5.1 Bargaining Unit Executive Council

5.1.1 There shall be an Executive Council consisting of:

5.1.1.1 President

5.1.1.2 Vice-president

5.1.1.3 Secretary-Treasurer

5.1.1.4 Chief Negotiator (AGM 2005)

5.1.1.5 Chairperson of the Bargaining Committee

5.1.1.6 such other officers as may be deemed necessary by the Bargaining Unit

5.2 Bargaining Unit Elections

5.2.1 The Bargaining Unit shall elect the above slate of officers at a General Meeting of the members.

5.2.2 The Bargaining Unit President shall immediately report the new slate of officers to the District President.

5.2.3 The term of office shall coincide with that of the District Executive.

ARTICLE 6 - Collective Bargaining Committee

6.1 There shall be a Collective Bargaining Committee which shall work with the District 11 Chief Negotiator to:

6.1.1 prepare a bargaining brief,

6.1.2 obtain the approval of the Bargaining Unit Executive for any brief presented to the employer on behalf of the Occasional Teachers' Bargaining Unit,

6.1.3 obtain the approval of the provincial Protective Services Department before submitting any brief to the employer,

6.1.4 negotiate on behalf of the members of the Bargaining Unit with the employer.

ARTICLE 7 - Standing Committees

7.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.

7.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Council Meeting at the request of the President.

ARTICLE 8 - Bylaws

8.0 The Bargaining Unit may pass Bylaws not inconsistent with the Constitution.

ARTICLE 9 - Amendments

9.1 Amendments to the Constitution may be made:

9.1.1 at any duly constituted meeting of the Bargaining Unit by a two-thirds affirmative vote of the members present and voting if the amendment has been given as a notice of motion in writing at least one month before the Bargaining Unit meeting at which it is to be presented.

9.1.2 at any duly constituted meeting of the Bargaining Unit by a nine-tenths affirmative vote of the members present and voting previous notice as in 9.1.1 not having been given.

9.2 Amendments to the Bylaws may be made:

9.2.1 by a simple majority of members present and voting provided that notice of motion has been given in writing at least one month before the Bargaining Unit meeting at which it is to be presented

9.2.2 by a two-third affirmative vote of members present and voting previous notice as in 9.2.1 not having been given.

BYLAWS

Bylaw 1 - General Meetings

1.1 Notice of the date of the Annual General Meeting shall be given to the members by the Bargaining Unit president at least 30 calendar days prior to the date of the meeting.

1.2 Notice of other General Meetings shall be given to the Members in writing at least one week in advance of the meeting.

1.3 The Bargaining Unit president shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.

Bylaw 2 - Executive Meetings

2.1 The Bargaining Unit Executive Council shall meet at the call of the president but not less than four (4) times per school year.

2.2 The Bargaining Unit President shall call a meeting of the Executive Council when at least thirty (30) percent of the members of the Executive Council make such a request in writing to the President.

Bylaw 3 – Quorum

3.1 A quorum for meetings of the Executive Council shall be a simple majority of the voting members of the Executive Council.

3.2 A quorum for the Annual General Meeting shall be eight (8) Members.

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

Bylaw 4 – Voting

4.1 Any OSSTF Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.

4.2 Where a vote is held, any employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or sanction against the employer.

Bylaw 5 – Elections

5.1 Only members of OSSTF may be candidates for office.

5.2 Elections for Executive Council shall be by secret ballot at the Annual General Meeting.

5.3 There shall be an elections committee appointed by the Bargaining Unit Executive Council to bring forward a list of candidates for election to the Bargaining Unit Executive Council at the Annual General Meeting.

5.4 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by two other Members' signatures, to the secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election.

5.5 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two other Members as the mover and seconder of the motion to nominate.

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

5.7 Everyone on the Bargaining Unit Executive Council shall be elected by the majority vote of those Members present, qualified to vote and voting.

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

5.9 The term of office shall be consistent with that of the District 11 Executive.

Bylaw 6 - Duties of Members

6.1 It shall be the duty of every member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in OSSTF Provincial Bylaw 4 - Rights, Privileges and Duties, Section 2 - Duties of Members.

6.2 All members of District 11 OTBU shall respect and adhere to the District 11 Anti Harassment Policy and Procedures contained in Bylaw 10 of the District 11 Constitution.

Bylaw 7 - Duties of the Executive Council

7.1 It is the duty of the Executive Council to:

7.1.1 manage the affairs of the Bargaining Unit between General Meetings.

7.1.2 propose a Bargaining Unit budget for presentation at the Annual General Meeting.

7.1.3 establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the membership for ratification at the Annual General Meeting.

7.1.4 communicate regularly with the OSSTF members of the Bargaining Unit.

7.1.5 to appoint a grievance officer and establish a grievance committee which shall investigate and determine the manner in which grievances are conducted.

7.1.6 establish procedures for the ratification of a Collective Agreement.

7.1.7 fill any vacant position on the Executive Council, with the exception of the position of President which shall be filled in accordance with the Bylaws.

Bylaw 8 - Duties of the Executive Council Members

8.1 The duties of the President shall be to:

8.1.1 assume the role of Chief Executive Officer for the Collective Agreement.

8.1.2 call and preside over all Executive Council and General Meetings.

8.1.3 fulfill the duties of the Bargaining Unit president as outlined in the OSSTF Handbook.

8.1.4 be an ex-officio member of all Bargaining Unit Committees.

8.1.5 report to the Bargaining Unit Executive Council and Members the activities and concerns of the District.

8.1.6 report to the Members at the Annual General Meeting.

8.1.7 be a member of the Collective Bargaining Committee and the Table Team.

8.1.8 represent all members of the Bargaining Unit fairly whether they are OSSTF members or not.

8.1.9 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.

8.1.10 represent the Bargaining Unit at the District level.

8.1.11 act as the Educational Services Officer for the bargaining Unit

8.2 the duties of the Vice-President shall be to:

8.2.1 perform the duties of the President in the President's absence.

8.2.2 carry out the duties as may be assigned by the President

8.3 the duties of the Secretary - Treasurer shall be to:

8.3.1 keep a record of the minutes of all General Meetings and Executive Council meetings.

8.3.2 send a copy of the minutes to each member of Executive Council and the District Secretary.

8.3.3 carry out the duties as assigned by the President

8.3.4 carry out the duties as assigned by the District Treasurer

8.4 the duties of the Chair of Collective Bargaining shall be to:

8.4.1 chair the Bargaining Unit's collective Bargaining Committee

8.4.2 report on a timely and regular basis to the Executive Council and the Members.

8.4.3 carry out the duties as determined by the President.

8.5 The duties of the Chief Negotiator shall be: (AGM 2005)

8.5.1 to advise the Collective Bargaining Committee on the preparation of the Collective Bargaining Briefs (AGM 2005)

8.5.2 to act as liaison with the OSSTF Provincial Protective Services Department and the Collective Bargaining Cluster (AGM 2005)

8.5.3 to act as the spokesperson for the Collective Bargaining Committee in any and all dealings with the board (AGM 2005)

8.5.4 to report regularly to the Collective Bargaining Chair and the Committee on dealings with the Board (AGM 2005)

8.5.5 to report to the President and the Executive on dealings with the board, as requested (AGM 2005)

8.5.6 to present tentative settlements or amendments to the Collective Agreement to the general membership prior to a ratification vote. (AGM 2005)

Bylaw 9 - Duties of the General Meeting

9.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:

9.1.1 election procedures.

9.1.2 the time, place, date and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.

9.1.3 the formation of internal organizations and procedures.

9.1.4 the establishment, amendment or revision of Bargaining Unit policy.

9.1.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of the Members or the conduct of the business of the Bargaining Unit.

Bylaw 10 - Vacancy

10.1 If a vacancy occurs in any Executive Council position, the Executive Council shall fill the vacancy in accordance with the District Constitution.

Bylaw 11 - Finances

11.1 The fiscal year will be the same as the District 11 fiscal year.

11.2 The Treasurer shall prepare a financial report for the Annual General Meeting by consulting with the District 11 Treasurer.

11.3 Expenses charged to the Bargaining Unit budget shall be authorized by the Bargaining Unit president.

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

Bylaw 12 - Collective Bargaining

12.1 The Collective Bargaining Committee shall be composed of up to seven members including: the Chair of the Committee, the Bargaining Unit President, and the Chief Negotiator.

Bylaw 13 - Selection of AMPA Delegates

13.1 The AMPA delegate positions allotted to the District 11 OTBU shall be offered to the OTBU Executive, in the following order: 1. President; 2. Vice President; 3. Chief Negotiator; 4. Secretary-Treasurer; 5. Chairperson of the Bargaining Committee; 5 Other officers, in the order in which they were selected. (AGM 2005)

13.2 If there are vacancies after this process has been followed, the OTBU membership shall be informed at least one week before the deadline for submitting the District 11 AMPA Delegation, and invited to apply for them. This will be done via the District 11 website. (AGM 2005)

13.3 The OTBU Executive shall choose from eligible applicants those to be appointed to the AMPA delegation. (AGM 2005)

13.4. If there are OTBU AMPA positions not filled by this process, they shall be turned over to the District to be filled. (AGM 2005)