

**Ontario Secondary School Teachers' Federation**

The

**Constitution**

of the

**Occasional Teachers' Bargaining Unit**

of

**O.S.S.T.F. District 19 - Peel**

**May 9, 2018**

**TABLE OF CONTENTS**

<b>Article 1</b>	<b>Definitions</b>
<b>Article 2</b>	<b>Name and Membership</b>
<b>Article 3</b>	<b>Authority</b>
<b>Article 4</b>	<b>Objects</b>
<b>Article 5</b>	<b>Unit Organization</b>
<b>Article 6</b>	<b>Rights, Privileges of the Unit Membership</b>
<b>Article 7</b>	<b>Meetings</b>
<b>Article 8</b>	<b>Bylaws</b>
<b>Article 9</b>	<b>Amendment Procedures</b>

**The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

**CONSTITUTION OF THE OCCASIONAL TEACHERS' BARGAINING UNIT OF DISTRICT 19 – Peel**

**Article 1 – Definitions**

1.1 In this Constitution:

- .1 “O.S.S.T.F.” shall mean the Ontario Secondary School Teacher’s Federation.
- .2 “District” shall mean a District Organization of O.S.S.T.F.
- .3 “Unit” shall mean the Occasional Teachers’ Bargaining Unit of O.S.S.T.F. District 19
- .4 “Member” shall mean a member of the Occasional Teachers’ Bargaining Unit of O.S.S.T.F. District 19 as defined in Article 2 of this document.
- .5 “Constitution” shall be understood to mean a system of fundamental principle according to which the Occasional Teachers’ Bargaining Unit of O.S.S.T.F. District 19 is governed, and as such, shall represent the basic organization of the Occasional Teachers’ Bargaining Unit of O.S.S.T.F. District 19. Further, it is understood that nothing in this Constitution can contradict or contravene the Constitution, Bylaws, and Policies of the Provincial organization of the Ontario Secondary School Teachers’ Federation or of OSSTF District 19
- .6 “Bylaws” shall mean the standing rules governing the membership of the Occasional Teachers’ Bargaining Unit of O.S.S.T.F. District 19 made under the authority of the Unit’s Constitution on matters of internal regulation and matters what are entirely within the control of the Unit.
- .7 “Policy” shall mean a stand or position taken by the Occasional Teachers’ Unit of District 19 in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the Unit.
- .8 “Procedure” shall mean a specific standard operating practice of the Occasional Teachers’ Unit of District 19 approved in accordance with its Bylaws to assist the Unit in operating effectively and efficiently.
- .9 “Day” in the context of specifying the number of days notice for meetings or motions shall mean school days and shall not include the day of the event.
- .10 “Occasional Teacher” shall mean a teacher defined as such by the Education Act of Ontario.

**Article 2 – Name and Membership**

- 2.1 The organization shall be known as the Occasional Teachers’ Bargaining Unit of the Ontario Secondary School Teachers’ Federation District 19 – Peel, hereinafter referred to as the O.S.S.T.F. Occasional Teachers’ Unit District 19 – Peel, or the Occasional Teachers’ Unit, or where it is not ambiguous in the context, the Unit.

## **The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- 2.2 Membership in the Occasional Teachers' Unit shall be restricted to those who are listed as an Occasional Teacher on the current Peel District School Board's Secondary Occasional Teacher List.

### **Article 3 – Authority**

- 3.1 This Constitution is established under the Constitution and Bylaws of the Ontario Secondary School Teachers' Federation, a provincial body which is a federation affiliate of the Ontario Teachers' Federation, and where silent on a matter, the Constitution, Bylaws and Policies of the O.S.S.T.F. shall be used.
- 3.2 The O.S.S.T.F. Occasional Teachers' Unit District 19 – Peel is a "Branch Affiliate" as defined in The School Boards and Teachers Collective Negotiations Act, amended 1998, and as such has all the rights and responsibilities for the negotiation of Collective Agreements between the members of this Unit and the Peel District School Board as described in that Act.

### **Article 4 – Objects**

- 4.1 The objects of the Occasional Teachers' Bargaining Unit District 19 – Peel shall be:
- .1 to uphold and maintain the Objects of the Ontario Secondary School Teachers' Federation;
  - .2 to represent fairly the interests and concerns of its Members with respect to their terms and conditions of employment; and
  - .3 to establish Bylaws, Procedures, and Policies governing its Members. It is understood that such Bylaws, Procedures, and Policies shall not be in contradiction or contravention of those established by the Ontario Secondary School Teachers' Federation.
  - .4 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 to its Members.
  - .5 to bargain collectively on behalf of its active Members.
  - .6 to promote and advance the cause of public education.
  - .7 to foster and promote the dignity of all persons regardless of age, ancestry, citizenship, colour, creed, disability, ethnic origin, family status, gender expression, gender identity, marital status, physical appearance, place of origin, political affiliation, race, religion, sex (including pregnancy and gender), sexual orientation or socioeconomic status.

# **The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

## **Article 5 – Unit Organization**

5.1 The organization of the O.S.S.T.F. Occasional Teachers' Unit District 19 – Peel shall include the following bodies:

- .1 A Unit Executive
- .2 An Occasional Teachers' Collective Bargaining Committee
- .3 Special Committees

### **5.2 Occasional Teachers' Unit Executive**

.1 There shall be a Unit Executive consisting of the following voting positions:

- .1 Immediate Past President
- .2 President
- .3 Vice President
- .4 Secretary-Treasurer
- .5 Chief Negotiator
- .6 Political Action Officer
- .7 Communications Officer
- .8 Health, Wellness and Safety Officer
- .9 Human Rights Officer
- .10 Educational Services Officer
- .11 Going Green Officer
- .12 Two (2) Executive at Large

.2 The members of the Unit Executive as set out in Section 5.2.1 shall be elected for a two year term at the Unit's Annual General Meeting to be held in May of each Federation odd numbered year.

.3 Whenever a vacancy exists in a Unit Executive position as set out in Section 5.2.1, the Unit Executive may appoint a member of the Unit to the position until the next Annual General Meeting. In some instances, the Unit Executive may decide to leave a Unit Executive position vacant for the remainder of a term of office.

.4 The Unit Executive shall meet regularly and in accordance with the Bylaws.

.5 AMPA representation shall consist of the President, if applicable, and other elected delegates and alternates as provided for by the appropriate Bylaw in the O.S.S.T.F. Handbook.

## **The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .6 The Unit Officers holding positions as the Unit's President, Vice President, and Secretary-Treasurer shall serve as a Steering Committee to facilitate the management of the Unit's affairs.
- .7 The Unit's Steering Committee as set out in Section 5.2.6 shall meet at the call of the President as required.

### **5.3 Occasional Teachers' Collective Bargaining Committee**

- .1 The Collective Bargaining Committee shall consist of the following positions:  
Voting members consisting of:

- .1 the Chief Negotiator, who shall serve as Chair.
- .2 the President
- .3 the Secretary-Treasurer
- .4 up to two members elected from the Unit Executive to serve on the Collective Bargaining Committee.

- .2 The Bargaining Committee shall remain intact until such time as a resolution of the bargaining process has been completed.

5.4 **Standing Committee** The Unit Executive may establish a committee of Unit members to facilitate the management of the affairs of the Unit in accordance with the Constitution Article 6.1.

5.5 **Special Committees** The Unit Executive may establish Special Committees as required and in accordance with the Bylaws.

## **Article 6 – Rights, Privileges of the Unit Membership**

### 6.1 Rights and Privileges

- .1 Members shall be eligible to attend and vote on all matters at the Unit Annual General Meeting
- .2 Only members of the Bargaining Unit may hold office in the Unit or vote on issues requiring a vote. No member shall have more than one vote.
- .3 Only members of the Bargaining Unit may hold a position on the Unit Executive, a Standing Committee (Article 5.4) or Special Committee (Article 5.5).

## **Article 7 – Meetings**

- 7.1. Unit General Meetings shall be called in accordance with the Bylaws for the purposes of conducting Unit business.
- 7.2. There shall be a Unit Annual General Meeting called in accordance with the Bylaws for the purpose of, but not restricted to, the election of officers to the Unit Executive in odd

## **The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

numbered years, the receipt of the Auditor's Report for the previous fiscal year, and the approval of the budget for the next fiscal year in every year.

- 7.3 All meetings of the Unit Executive, Unit General Meetings, and the Unit Annual General Meeting shall be conducted in accordance with the Robert's Rules of Order and The Constitution, Bylaws and Policies of the O.S.S.T.F. and shall have minutes duly recorded.

# The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel

## **Article 8 - Bylaws**

- 8.1 The O.S.S.T.F. Occasional Teachers' Unit District 19 – Peel, in an Annual General Meeting called in accordance with the Bylaws, may pass Bylaws not inconsistent with this Constitution or its Bylaws concerning:
- .1 the procedures for the selection of its office holders;
  - .2 the management of its own internal organization and administration;
  - .3 the time, place, and conduct of its Annual General Meeting, and its other meetings;
  - .4 the establishment, amendment, or deletion of Unit Procedures, or Unit Policies;
  - .5 the conducting of Unit's financial affairs, including the appointment of the auditors;
  - .6 the administration and maintenance of the Collective Agreement which is in effect and applicable to the members.

## **Article 9 – Amendment Procedures**

- 9.1 Amendments to the Constitution, and Bylaws may be made at the Unit Annual General Meeting.
- .1 by a two-thirds vote of the membership present and voting, provided that:
    - .1 written notice of the proposed amendment shall have been given to the Secretary-Treasurer at least 15 days prior to the Unit Annual General Meeting.
    - .2 each member is provided with the proposed amendments and has access to the proposed amendments at least seven days prior to the Unit Annual General Meeting.
- 9.2 Amendments to the Policies and Procedures may be made at the Unit Annual General Meeting
- .1 by a simple majority of the Members present and voting, providing that:
    - .1 written notice of the proposed amendment shall have been given to the Secretary-Treasurer at least 15 days prior to the Unit Annual General Meeting
    - .2 each Member has access to the proposed amendments at least seven days prior to the Unit annual General Meeting.
  - .2 by a  $\frac{3}{4}$  vote of the Members present and voting, where notice of the motion (Article 9.2.1) has not occurred.
- 9.3 The required votes for an amendment to the Constitution, Bylaws, Policies and Procedures to be approved as set out in 9.1 and 9.2 above shall be defined precisely as fractions or percentages of votes cast, whether by a show of hands, a standing vote, or unspoiled ballots in the case of a votes using ballots. The applicable definitions are as follows:



## **The Constitution of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .1 a simple majority – 50% + 1 of the votes when the total number of the votes cast for and against is even, or 50% rounded up when the total number of votes cast is odd.
- .2 two-thirds (2/3) a three-quarters (3/4), or nine-tenths (9/10) majority-the exact whole number result of applying the fraction to the total number of votes cast for and against when that total number is a multiple of three (3), four (4), or ten (10) respectively, or the result of applying the required fraction “rounded up” when the total number of votes cast is not a multiple of three (3), four (4), or ten (10) respectively.

### **Article 10 - Levy and Finances**

- 10.1 In addition to the fees prescribed by the regulations made under the Teaching Profession Act, and in accordance with the pertinent articles and sections of The Constitution, Bylaws and Policies of the O.S.S.T.F., the O.S.S.T.F. Occasional Teachers Bargaining Unit, District 19 - Peel may establish a levy or levies applicable to members of the Unit.
- 10.2 Any levy or levies as described in 10.1 shall be approved through the appropriate motion in accordance with the required procedures set out in the Bylaws, at the Annual General Meeting of the O.S.S.T.F. Occasional Teachers Bargaining Unit, District 19 – Peel.
- 10.3 All Federation dues rebated to O.S.S.T.F. District 19 – Peel office that have been generated by Occasional teacher contributions shall flow entirely into the operating budget of the O.S.S.T.F. District 19 - Peel Occasional Teacher Bargaining Unit.
- 10.4 All Employment Insurance rebates that have been generated by members of the O.S.S.T.F. District 19 - Peel Occasional Teacher Bargaining Unit shall flow directly into the operating budget of said Bargaining Unit.

# **BYLAWS**

of

## **OCCASIONAL TEACHERS' BARGAINING UNIT**

of the

### **O.S.S.T.F. District 19 - Peel**

#### **Definition:**

**“Bylaws” shall mean standing rules governing the membership of the Occasional Teachers’ Unit of O.S.S.T.F. District 19, made under the authority of the Unit’s Constitution matters of internal regulation and matters which are entirely within the control of the Unit**

**May 9, 2018**

**TABLE OF CONTENTS**

<b>Bylaw 1</b>	<b>Federation Year</b>
<b>Bylaw 2</b>	<b>Duties of Members</b>
<b>Bylaw 3</b>	<b>Duties of Unit Executive</b>
<b>Bylaw 4</b>	<b>Duties of Executive Officers</b>
<b>Bylaw 5</b>	<b>Unit Executive Meetings</b>
<b>Bylaw 6</b>	<b>Collective Bargaining Committee</b>
<b>Bylaw 7</b>	<b>Levy</b>
<b>Bylaw 8</b>	<b>Meetings</b>
<b>Bylaw 9</b>	<b>Elections and Terms of Office</b>
<b>Bylaw 10</b>	<b>Unit Finances</b>
<b>Bylaw 11</b>	<b>Grievance Procedures</b>
<b>Bylaw 12</b>	<b>Unit Delegates to the Provincial Assembly</b>
<b>Bylaw 13</b>	<b>Anti-Harassment and Anti-Bullying Policy</b>
<b>Bylaw 14</b>	<b>Anti-Harassment and Anti-Bullying Appeals Procedures</b>
<b>Bylaw 15</b>	<b>Membership Voting Procedures</b>

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

### **BYLAW 1 – FEDERATION YEAR**

- 1.1 The Unit's fiscal year, membership year, operational year and the year for the purpose of defining the terms of office for elected or appointed officers, shall be from July 1 to the following June 30, inclusive.

### **BYLAW 2: DUTIES OF MEMBERS**

- 2.1 It shall be the duty of every member to comply with the duties defined in “Duties of Members” in the Constitution of O.S.S.T.F.
- 2.2 Duties  
It shall be the duty of the Unit Membership:
  - .1 to elect at its Annual General Meeting in the Spring of every year the AMPA delegates for the following year, and in odd-numbered years,, a President, Vice-President, Secretary-Treasurer, Chief Negotiator and other Executive Officers as outlined in Bylaw 9.8.
  - .2 to receive reports and communications of the Unit Officers.
  - .3 to consider matters of general interest to the Unit.
  - .4 to consider proposed amendments to the Constitution.
  - .5 to conduct herself/himself in accordance with the Constitution, Bylaws and Policies of the Unit and of the O.S.S.T.F., and in a manner which is supportive of the approved Policies of the Unit and the O.S.S.T.F.
  - .6 that, where a strike occurs in accordance with the results of a membership ballot, the member, unless forbidden by law and or requested otherwise by the local Unit Executive, join in such sanctions as have been decided on by the majority vote of the members.

Any member in breach of Bylaw 2.2 may be subject to the provincial judicial council.

### **BYLAW 3: DUTIES OF UNIT EXECUTIVE**

- 3.1 It shall be the duty of the Unit Executive:
  - .1 to administer the business of the Unit between General Meetings.
  - .2 to attend each regular Executive Meetings.
  - .3 to establish interim policies to facilitate the business of the Unit, and to present those interim policies and amendments to the membership for ratification at the Annual General Meeting.
  - .4 to communicate regularly to Unit members regarding the management of Unit business.
  - .5 to review, in conjunction with the Secretary-Treasurer, a projected budget for presentation to the Annual General Meeting.

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .6 to give final approval to the Unit's negotiating brief.
- .7 to determine the action to be taken in regard to reports received and communicate such to the membership.

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

- 4.1 It shall be the duty of the President:
  - .1 to be the presiding officer and the official representative of the Unit.
  - .2 to be one of the three signing authorities for the Unit.
  - .3 to call Unit Executive meetings, the Unit Annual General Meeting and all General Meetings as necessary.
  - .4 to liaise with the President of the District 19 Teacher Bargaining Unit, as well as other Educational Unit leaders.
  - .5 to submit a report to the Unit's Annual General Meetings.
  - .6 to assume responsibility for Benefits and Information.
  - .7 to be the Unit Grievance Officer.
  - .8 to receive correspondence on behalf of the Unit.
  - .9 to be a member of the Collective Bargaining Committee.
  - .10 to represent the Bargaining Unit at all Provincial meetings, as required. In the event that an alternate is required, the President shall arrange for a substitute among the Unit Executives to represent the Unit.
  - .11 to assume other duties, as required or as directed by the Unit Executive.
- 4.2 It shall be the duty of the Vice President:
  - .1 to perform the duties of the President in the President's absence.
  - .2 to carry out duties as may be delegated by the President
  - .3 to be a member of the Unit Collective Bargaining Committee
  - .4 to be one of the three signing authorities for the Unit.
  - .5 to represent the Unit at the Instructional Programmes and Curriculum Planning Meetings.
  - .6 to maintain and review the Constitution
- 4.3 It shall be the duty of the Secretary-Treasurer:
  - .1 to arrange for the keeping of minutes and records of Unit Executive and General meetings.
  - .2 to be one of the three signing authorities for the Unit.
  - .3 to keep an accurate account of Unit finances and report to each Unit Executive meeting regarding the status of Unit finances.
  - .4 to report at the General Meeting the status of Unit finances.

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .5 to present the projected budget on behalf of the Unit Executive for approval by the membership at the Unit Annual General Meeting.
  - .6 to be a member of the Collective Bargaining Committee.
- 4.4 It shall be the duty of the Chief Negotiator:
- .1 to assume responsibility for the negotiations of the Collective Agreement and renewal of the Collective Agreement for the Unit.
  - .2 to be Chair of the Collective Bargaining Committee.
  - .3 to be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting the brief for approval to the Unit Executive.
  - .4 to present the terms of settlement of a Collective Agreement with The Peel District School Board to the membership for information and ratification.
  - .5 to act as the spending authority for the Collective Bargaining Committee.
  - .6 to prepare and submit a budget proposal detailing the Committee's funding requirements for the next fiscal year as part of the annual budget preparation process.
  - .7 to represent and report on the Committee at meetings of the Unit Executive and Unit General Meetings.
- 4.5 It shall be the duty of the Executive Officers:
- .1 to assume such responsibilities as are assigned by the President and/or the Unit Executive.
  - .2 to attend meetings of a Committee, as assigned where applicable.
  - .3 to represent and report on the Committee at meetings of the Unit Executive and Unit General Meetings.
  - .4 to represent the Bargaining Unit at the appropriate District Committee meetings.

### **BYLAW 5: UNIT EXECUTIVE MEETINGS**

- 5.1 The Unit Executive shall meet regularly, or at other times, as directed by the President.
- .1 A Special Meeting of the Unit Executive shall occur at the call of the President, or of any two members of the Executive.
- 5.2 Executive meetings shall be governed by Robert's Rules of Order.
- 5.3 "Executive Session"
- .1 Executive Session occurs whenever the proceedings are secret or confidential, such as when a body must consider matters relating to personnel or matters of serious importance to the body

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .2 The standing resolution to move into Executive Session shall be worded as follows: “Be it resolved that this House move into Executive Session, with the Chairperson in the chair and minimal staff present.”
  - .1 Minimal staff shall be as defined in the constitution, bylaws, standing rules or handbook of the body or as limited by a resolution
- .3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of the Executive Session shall be read and acted upon only in Executive Sessions.
- .4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, where after they shall become part of the body’s public record unless the body specifically directs otherwise.
- .5 Within Executive Session the standard rules of order shall be followed unless the body specifically directs otherwise.
- .6 A resolution to rise from Executive Session shall be moved at the end of the Session.
- .7 The resolutions directing the body to move into and rise from Executive Session are the only public record of the Executive Session.
  - .1 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

### **BYLAW 6: UNIT COLLECTIVE BARGAINING COMMITTEE**

- 6.1 There shall be a Unit Collective Bargaining Committee with the status of a Standing Committee in the Unit, with the Chief Negotiator acting as the Committee's Chair as per Bylaw 4.4.2:
  - .1 to advise the President to call a General Meeting when necessary for the purpose of ratifying a new Collective Agreement
  - .2 to present the terms of settlement of a Collective agreement to the membership for information and ratification.
  - .3 to ensure that a copy of the new Collective Agreement, or at least pertinent changes, is made available to all members at least 24 hours (or such longer time as may be reasonable) in advance of this ratification meeting.
  - .4 to conduct a vote by secret ballot at the ratification meeting [optional: in each workplace or in a designated voting station] following procedures published to each member in advance of the vote.
- 6.2 The responsibility for conducting negotiations to revise and/or renew the Occasional Teacher's Bargaining Unit's Collective Agreement is vested in the Chief Negotiator, as per Article 4.4 of the Bylaws.
- 6.3 The Collective Bargaining Committee to represent the Unit in negotiations shall be, comprised as Article 5.3.1 of the Constitution. Once appointed, the Collective Bargaining

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

Committee shall assist with the responsibility of conducting negotiations to revise and/or renew the Collective Agreement to a successful conclusion.

- 6.4 Should a member of a Collective Bargaining Committee which is engaged in negotiations no longer be able or willing to serve as a member of that Negotiating Team, the Unit Executive shall, with the advice of the Collective Bargaining Committee, appoint an additional member of the Unit to the Negotiating Committee to maintain a membership of five (5) on the Negotiating Team.
- 6.5 Should a new President or a new Chief Negotiator be elected during a round of negotiations, the previous office holders may be invited to be ex officio members of the Collective Bargaining Committee, over and above the incumbent five (5) members.

### **BYLAW 7: LEVY**

- 7.1 A levy may be established, applicable to the members of the Unit, by the approval of the appropriate motion setting out the details of the levy, including:
- .1 the amount of the levy.
  - .2 whether the levy is a one-time levy or an ongoing levy payable annually or as otherwise specified.
  - .3 the method of payment.
- 7.2 Such motions shall require a simple majority vote for amending a Bylaw as set in Article 9 of the Constitution.
- 7.3 Each member of the Bargaining Unit shall contribute an ongoing levy of 0.18% gross pay, remitted in accordance with our Collective Agreement or upon the direction of the Secretary-Treasurer.

### **BYLAW 8: MEETINGS**

- 8.1 Except when specified as an Information Meeting, all duly called General Meetings, shall be understood to be meetings at which it is entirely appropriate to conduct Unit business, subject only to the requirements that all business be conducted in accordance with the Constitution and Bylaws.
- 8.2 Meeting Quorums  
The following voting members shall constitute a quorum for each meeting as indicated:
- .1 Unit Executive 50%
  - .2 All Committees 50%
  - .3 Annual General Meeting or General Meetings shall consist of those members present, qualified to vote and voting.
- 8.3 There shall be a Unit Annual General Meeting held in May of each year, with notice of the proposed Agenda seven days prior to the day of the meeting, for the purpose of, but not restricted to:
- .1 the election of the Officers to the Unit Executive in every odd numbered year.



## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- .2 the receipt of the Auditor's Report for the previous fiscal year.
  - .3 the approval of the Unit's Budget for the next fiscal year.
  - 4 the appointment of an Auditor for the next fiscal year.
  - .5 the receipt of the un-audited financial summary of expenditures and income up to the end of March for the current fiscal year.
  - .6 the receipt of year-end reports from the Standing Committee Chairs.
  - .7 the receipt of other reports.
  - .8 the conducting of other business that may, in the view of the Speaker or the Members attending, be required.
- 8.4 Only Members of the O.S.S.T.F. Occasional Teachers Bargaining Unit District 19 – Peel are entitled to make motions, speak to motions, and/or vote on motions at the Unit's General meetings.
- 8.5 Unit General Meetings may be called by the Unit Executive, providing that notice of the meeting and the purpose of the meeting are given to the membership at least seven days prior to the day of the meeting. There shall be at least one Unit meeting in a year – the Annual General Meeting in the Spring.
- 8.6 If a member has a concern, the member must present, in writing to the President, this concern for consideration by the Unit Executive.
- .1 If no resolution can be attained, the following procedure applies:
    - A Unit General Meeting shall be called by the President when in receipt of a petition to call such a meeting. The petition shall include a statement of the purpose for the meeting and be signed by 25 or more Members and at least one (one) member of the Unit Executive. The meeting shall be held within 21 days of the request being received.
  - .2 A Special Meeting of all members of the Unit may be held at the call of the President with seven (7) days written notice being provided to the Membership.
- 8.7 The President may, on the advice of the Chief Negotiator, call a Unit General Ratification Meeting or Meetings for the purpose of ratifying a collective agreement by voting on an offer(s) for settlement provided that:
- .1 5-days notice is given to the Membership;
  - .2 a summary of the changes to the Collective Agreement that will be considered for ratification be made available to the Membership at least four days prior to the meeting, where possible.
- 8.8 The Speaker at a Unit General Meeting called for the purpose of ratifying a Collective Agreement, shall, at the request of the President or as an exercise of the Speaker's discretion, close such a meeting to only those who are eligible to vote.
- 8.9 Unit Information Meetings, whether organized for the entire Unit or as a series of two or more regionally, may be called by the Unit Executive for the sole purpose of providing information to the membership.

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

- 8.10 All Unit General Meetings, called for the purpose of conducting Unit business, shall have recorded minutes, with an official set of the minutes and related documents being maintained on file and in good order.

### **BYLAW 9: ELECTIONS AND TERMS OF OFFICE**

- 9.1 At the Annual General Meeting, there shall be elections held for Unit Executive positions in odd numbered years for a two-year term.
- 9.2 Once a Unit Executive has been elected, a permanent vacancy in a position shall be considered to have occurred when the elected officer:
- .1 resigns from the position voluntarily.
  - .2 gains employment as a permanent or probationary contract teacher with a School Board.
  - .3 fails to fulfil the duties of the position of the Unit Executive.
  - .4 is removed from that office in accordance with the Bylaws.
- 9.3 In the event that a permanent vacancy occurs in an Unit Executive position:
- .1 the Unit Executive will appoint the most appropriate member from the Unit Executive. The decision will consider knowledge, skill and experience appropriate to the position. This person will hold this office until the next Unit Annual General Meeting.
- 9.4 The newly elected Unit Executive shall assume office effective July 1.
- 9.5 Time Release Positions
- .1 The President shall be released from teaching duties for full-time Union service. Salary to be determined by placement on the salary grid. Released officer paid by Peel Secondary Occasional Teachers' Bargaining Unit shall have the option of receiving Extended Health and Dental benefits on a pro-rated basis and according to the Peel Secondary Occasional Teacher Collective Agreement.  

In the event that the President notifies the Executive that they are not able to be full-time for release time purposes, the remainder of the release time, not used by the President, shall be filled by the following members, in descending order:

    - .1 the Vice President, if willing and able.
    - .2 a member of the Unit Executive, who is willing and able, will be appointed by the Unit Executive.
    - .3 a member of the Bargaining Unit, who is willing and able, will be appointed by the Unit Executive.
    - .4 Should there be no member that is able to fill the remaining release time, the release time shall remain unfilled.
  - .2 Sick Leave Policy

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

Peel Secondary Occasional Teacher Bargaining Unit released officer shall receive Sick Leave in accordance with Article 16 of the Peel Secondary Occasional Teacher Collective Agreement.

### **.3 Absence Policy**

The released Executive officer who has exhausted their Sick Leave and is still unable to complete their required number of release days as stipulated in the Peel Secondary Occasional Teacher Constitution and By-laws shall request an unpaid Leave of Absence. Such Leaves of Absence shall be approved by the Executive on an individual basis.

### **.4 Any provisions for additional time-release of members for Union service shall be approved by the Unit Executive. Such a decision shall remain subject to budget limitations.**

## **9.6 Removal of an Elected Officer from Office.**

### **.1 Any officer elected to the Unit Executive may be removed from that office by a two-thirds vote of the members eligible to vote, present, and voting at a duly called Unit General Meeting.**

### **.2 For a meeting for the purpose set out in 9.6.1 to be considered duly called, the call for the meeting must be in accordance with the Bylaws and must provide for the circulation to or the posting for the examination of the members eligible to vote, a full Notice of Motion regarding the proposal to conduct a vote on the recall of an elected officer at least five days prior to the date of the meeting.**

## **9.7 Nomination Procedure**

### **.1 There shall be a Nomination Procedure for all positions on the Unit Executive that are to be elected at the Unit's Annual General Meeting in the May. The Nomination Procedure shall be administered at the discretion and direction of the Unit Steering Committee, and in accordance with the Unit's Constitution and Bylaws, and Unit Procedures 7.**

### **.2 To be duly nominated for a position on the Unit Executive, the candidate must:**

#### **.1 be a Member of the Unit.**

#### **.2 be a candidate duly nominated on time for any position on the Unit Executive as set in 9.7.1 and who is unsuccessful in being elected to that position, shall have the right and the opportunity to stand for election to any other Executive position that subsequently is being voted on at the Unit Annual General Meeting.**

### **.3 Nominations for election to a Unit Executive as set out in 9.7.2 shall be closed at 4:00 p.m. on the Tuesday two weeks prior to the Unit Annual General Meeting.**

### **.4 For any position with at least two nominations, an election by secret ballot shall be conducted in accordance with the Unit's Constitution, Bylaws and Procedures. If there are no nominations for a position, nominations from the floor shall be accepted.**

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

### 9.8 Voting Procedure When Electing Officers

- .1 The voting procedure shall be administered at the discretion and direction of the Unit Steering Committee, and in accordance with the Unit's Constitution and Bylaws, and Unit Procedures 7.
- .2 The order of the balloting at the Annual General Meeting will be:
  - .1 President.
  - .2 Vice President.
  - .3 Secretary-Treasurer.
  - .4 Chief Negotiator.
  - .5 A single ballot for all Committee Executive Officers, with all names for each committee clearly stated, with their appropriate term of officer indicated:
    - Communications.
    - Education Services.
    - Going Green.
    - Health, Wellness and Safety.
    - Human Rights.
    - Political Action.
    - Executive Officers At Large (2)
- .3 Officers will be elected to the Unit's Executive by a secret ballot vote conducted at the Unit's Annual General Meeting. Should there be only one candidate for a position when the election for that position is being considered, that candidate shall be declared elected by the Speaker.

In the event of any situation arising in carrying out the election of Officers as set out in this section, which is not covered wholly or in part, or seems to be not covered wholly or in part, by the provisions of this Section, the Speaker, with the advice of the Unit Steering Committee, shall adjudicate the issue. The Speaker's interpretations and rulings in this regard shall continue to be eligible for a challenge by any Member present if a Member so moves.

## **BYLAW 10: UNIT FINANCES**

### 10.1 Annual Budget

- .1 There shall be a draft budget presented by the Unit Executive at the Unit's Annual General Meeting. Copies of the draft budget shall be made available to the membership at least seven days prior to the meeting. A simple majority shall be required to approve the budget for the following year.
- .2 All budget lines, currently active, inactive, or new, shall be defined by the Unit Executive, with the Secretary-Treasurer charged with the responsibility of ensuring that the budget line definitions are maintained in a current and accurate state, and are available for information purposes to any member on request.
- .3 Throughout the year, the Unit Executive shall have the authority to approve the reallocation of funds from one budget line to another budget line(s).

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

### 10.2 Spending Authorities and Signing Authorities

- .1 The Spending Authority for all budget lines is the President of the O.S.S.T.F. Occasional Teacher's Bargaining Unit District 19 – Peel and they shall remain the President's responsibility except for those lines specifically allocated by the President to:
  - .1 Executive Officer of the Standing Committee.
  - .2 Chief Negotiator.
- .2 Spending Authorities set out in 10.2.1 are the spending authorities for sub-committees responsible to the Committee. In the event that one of the spending officers will not authorize an expenditure whether before or after the fact, the issue shall be referred to the Unit's Executive.
- .3 Payments for all Unit expenses shall be by cheque and all such cheques shall require two signatures. Normally, the two required signatures will be that of the Unit's President and the Secretary-Treasurer. The alternate shall be authorized as an alternate signing authority to be utilized only in the absence of either the President or the Secretary-Treasurer and in circumstances where good financial practice and procedures require that the transaction shall proceed.

### 10.3 Audits and Controls

- .1 Financial reports in the form of an unaudited summary of expenditures for every budget line and all revenues received posted to the end of the previous month shall be made by the Secretary-Treasurer to each regular meeting of the Unit Executive.
- .2 The Auditor, engaged by the Unit in accordance with the Constitution and the Bylaws, shall present the Auditor's Report regarding the Unit's Financial Statement for the previous fiscal year for approval to the Unit Executive, and later, to the Unit's Annual General Meeting for endorsement.
- .3 Motions concerning financial matters not included in the budget and which are to be considered by the Unit Executive shall require a notice of motion to members of the Unit Executive four days prior to the meeting to be eligible for approval by a simple majority. If less than four days is given by way of notice, approval of such motions shall require a three-quarters majority of the members of the Unit Executive present, qualified to vote, and voting.

## **By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

### **BYLAW 11: GRIEVANCE PROCEDURES**

#### 11.1 The Purposes and Procedures

- .1 The Grievance Procedures available to the Unit shall be for the purposes set out in the Collective Agreement currently in force between the Peel District School Board and the O.S.S.T.F. Occasional Teacher's Bargaining Unit District 19 – Peel, and which may be renewed from time to time.
- .2 The Grievance Procedures available to the Unit shall be those procedures set out in the Collective Agreement currently in force between the Peel District School Board and the O.S.S.T.F. Occasional Teacher's Bargaining Unit District 19 – Peel, and which may be renewed from time to time.

#### 11.2 The Grievance Committee

- .1 The President shall act as the Grievance Officer.
- .2 The Grievance Officer shall be responsible for all grievances.
- .3 Three members of the committee, one of whom is the Grievance Officer, shall constitute a quorum necessary for the committee to make decisions.
- .4 Members of the Grievance Committee shall include the President and two other Unit Executive members, appointed by the Unit Executive.
- .5 Decisions made on behalf of the Unit at the Informal Stage of the Grievance Procedure shall be made by either the Grievance Officer or the Grievance Committee. Decisions made on behalf of the Unit at the Formal Stage of the Grievance Procedure shall be made by the Grievance Committee.
- .6 All decisions of the Grievance Officer and the Grievance Committee shall be reported to the Unit Executive.

#### 11.3 The Appeal Process

- .1 Decisions made by the Grievance Officer may be appealed to the Grievance Committee.
- .2 Decisions made by the Grievance Committee, including decisions related to appeals as per 11.3.1, may be appealed to the Grievance Appeals Committee. The Grievance Appeals Committee shall consist of the Unit Executive, other than the Grievance Officer. All decisions made by the Grievance Appeal Committee related to grievances and grievance procedure are final and not subject to further appeal.

**By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

**BYLAW 12: UNIT DELEGATES TO THE PROVINCIAL ASSEMBLY**

- 12.1 The Unit's delegation to the Annual Meeting of the Provincial Assembly shall be in accordance with the Constitution, Bylaws and Policies of O.S.S.T.F.
- 12.2 Subject to 12.1, the following members of the Unit shall be delegate members of the Unit's representation at the Provincial Assembly:
  - .1 the President or
  - .2 and elected member(s) plus alternate member(s).
- 12.3 Subject to 12.1 and 12.2, the Unit's delegates and alternates to the Provincial Assembly shall be elected by the membership at the Unit Annual General Meeting. Any member of the Unit is eligible to be so elected.
  - .1 Whenever, for whatever reason, a vacancy exists in an AMPA position as set out in Section 12.3, the Unit Executive may appoint a member of the Unit to fill the position.
- 12.4 Subject to 12.1 and 12.2 and further to 12.3, the Executive may appoint members of the Unit to fill vacancies in delegate or alternate positions.
- 12.5 Motions to be submitted to the Provincial Assembly as "on-time" motions from the Unit must have been approved by the Unit Executive or at a Unit Annual General Meeting.

**BYLAW 13: ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

- 13.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.
- 13.2 The Anti-Harassment and Anti-Bullying Appeals Procedure and any amendments to it shall be approved by the Bargaining Unit Executive Council.

**By-Laws of the Occasional Teachers' Bargaining Unit of District 19 – Peel**

**BYLAW 14: ANTI-HARASSMENT AND ANTI-BULLYING APPEALS**  
**PROCEDURE**

- 14.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
- .1 Within five (5) days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an appeal hearing.
  - .2 Within two (2) days of receiving the request ,the Bargaining Unit President shall appoint 3 members of the Bargaining Unit Appeals Committee to consider the appeal.
  - .3 Within three (3) days the Bargaining Unit Appeals Committee shall meet to consider the Appeal.
    - .1 The Bargaining Unit Appeals Committee shall review the complaint, investigation, process and findings, and the decision.
    - .2 The Bargaining Unit Appeals Committee shall either confirm or modify the decision.
    - .3 The decision of the Bargaining Unit Appeals Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
    - .4 The Bargaining Unit Appeals Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after the meeting at which the Appeal is considered.
    - .5 Within two (2) days of receiving the decision of the Bargaining Unit Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
    - .6 The decision of the Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal.

**BYLAW 15: MEMBERSHIP VOTING PROCEDURES**

- 15.1 Voting may be online secret ballot for all Ratification and Strike Votes. Appropriate timelines for voting shall be determined by the Bargaining Unit Executive as outlined in Bylaw 9.1.
- 15.2 For the election of Members to the Bargaining Unit Executive and as AMPA delegates, voting shall take place at the Unit Annual General Meeting.
- 15.3 When online voting is not available, paper ballots will be used.
  - .1 When voting is by paper ballots, the timeline, location and procedures shall be determined by the Bargaining Unit Executive.