

Ontario Secondary School Teachers' Federation

**Occasional Teachers'
Bargaining Unit
District 7**

CONSTITUTION

**2019 - 2020
(Revised: May 25, 2017)**

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Constitution and Bylaws
Ontario Secondary School Teachers' Federation

Occasional Teachers' Bargaining Unit

OSSTF-OT, District 7

Definitions

1. "Occasional Teacher"
shall mean a teacher as defined in the "Education Act" of Ontario
2. "OSSTF"
shall mean the Ontario Secondary School Teachers' Federation
3. "District"
shall mean a division of OSSTF as defined in the Provincial Constitution
4. "OSSTF, District 7" or "Branch" shall mean the Ontario Secondary School Teachers' Federation, District 7, (Bluewater)
5. "Bargaining Unit"
shall mean members of the Occasional Teachers' local, District 7, OSSTF
6. " Provincial Constitution"
shall mean those fundamental principles according to which OSSTF is governed as determined by the Annual Meeting of the Provincial Assembly (AMPA), and published in the OSSTF Handbook.
7. "Handbook"
shall mean that document which contains the Constitution, Bylaws, Policies, Directives, and General Information of and about OSSTF
8. "Constitution"
shall mean a system of fundamental principles according to which OSSTF District 7, or OSSTF District 7 Occasional Teachers' Bargaining Unit are governed.
9. "By-laws" shall mean standing rules governing the membership of OSSTF, OSSTF District 7 or OSSTF District 7 Occasional Teachers' Bargaining Unit.

10. "Policy"
shall mean those matters of principle or position taken by OSSTF
- 11 "Member"
shall mean a Secondary Occasional Teacher as defined by Article III
12. " Board"
shall mean The Bluewater District Board of Education, DSB#7
- 13 . "Roster"
shall mean the currently up-to-date, Board approved, Secondary School Occasional Teachers' Roster
- 14 . "List"
shall mean the currently up-to-date, Board approved, Secondary School Occasional Teachers' List of Long Term Occasional Teachers
15. "General Meeting"
shall mean meeting(s) of the membership of District 7, Occasional Teachers' Bargaining Unit, to conduct the business of the Occasional Teachers' Bargaining Unit of District 7.
16. "Annual Meeting"
shall mean the yearly meeting of the District 7, Occasional Teachers' Bargaining Unit which is held to elect the officers of the Bargaining Unit Executive, to consider any amendments to the Constitution, and to conduct the business of the Occasional Teachers' Bargaining Unit of District 7.
17. "in good standing" (as in "Member in good standing"):
shall mean that a member has all Provincial and local Federation fees, dues and levies paid in full and up-to-date; and that the member is entitled to full rights and privileges of Union membership and that the member's name appear on the current Secondary School Occasional Roster.

Constitution

Articles

Article I - Name

The name of the organization shall be "The Ontario Secondary School Teachers' Federation - Occasional Teachers' Bargaining Unit, District 7, Bluewater (OSSTF-OT, District 7)

Article II - Objects

The objects of this organization shall be:

- a) To uphold and maintain the objects of the Ontario Teachers' Federation, and those of the Ontario Secondary School Teachers' Federation, as described in their respective Constitutions.

- b) To work in concert with the Bluewater Ontario Secondary Teachers' Federation, District 7.

- c) To represent fairly the interests and concerns of the members with respect to their terms and conditions of employment, by means of consultation and/or collective bargaining with the Board.

- d) To represent individuals who were employed as occasional teachers, but who are not members of the Bargaining Unit, for up to 90 days after their date of last employment, only in matters which arise directly from the period in which they were employed. The Bargaining Unit will be concerned only with problems pertinent to the Collective Agreement.

- e) To establish reasonable By-laws and Policies governing its' members, which shall not contravene those established by the Ontario Secondary School Teachers' Federation, except as specifically may be required by the unique nature of this organization.

Article III – Membership

Members are qualified Occasional Teachers whose names appear as active on, or on approved leave of absence from, the currently up-to date Board approved Secondary Occasional Teacher Roster, and are in good standing with the Bargaining Unit and have been employed with the Bluewater District School Board during the last 90 school days.

Article IV - Rights and Privileges

- a) Every member of the Bargaining Unit has the right to vote.
- b) Every member of the Bargaining Unit has the right to hold office on the Executive and on the Committees.
- c) Every member has the right to participate in all the activities and events organized by the Bargaining Unit.
- d) Members of the Bargaining Unit may attend the Annual General Meeting to elect the Members of the Executive.
- e) Members of the Bargaining Unit may attend General Meetings throughout the year.
- f) The rights and privileges of membership may be limited by disciplinary measures taken in accordance with the Bylaws of OSSTF”

Article V - Duties of the Members

- a) It shall be the duty of every member to comply with the duties of members of the Ontario Secondary School Teachers’ Federation as prescribed in its By-laws, and as outlined in the By-laws of OSSTF, District 7.

- b) Members of the Bargaining Unit shall uphold the objects and interests of the Bargaining Unit.

- c) Unless forbidden by law, it shall be the duty of every member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act.”

Article VI - Dues

- a) The amount of annual dues shall be as prescribed in the Provincial Constitutions of OSSTF.

- b) a bargaining unit levy, based on a percentage of the daily rate paid to an Occasional Teacher shall be charged for each day worked, or percentage thereof. The levy charge will be determined by the bargaining unit Executive and the membership shall be notified at least two months prior to any change in the levy percentage.
The levy shall be used to pay for honoraria and other unfunded expenditures as determined by the Executive.

Article VII - Honorarium

The Bargaining Unit President shall be paid an annual honorarium of \$18,000.00 to be paid out bi-weekly

- a) At the request of the Executive, the President shall make an accounting of activities conducted during the President's term of office.
- b) Release of any fund from the Levy account shall require the signature of the President and one other member of the Executive
- c) The funding for the honorarium shall be supported first by the bargaining unit levy and secondly by the bargaining unit reserve fund.
- d) Any District member who is forced to refuse an occasional assignment because of Federation duties is entitled to time release for that day at the daily rate in effect or at the pro-rated rate for any portion of the day the duties require.

Article VIII - Branch Organization

- a) The **Bargaining Unit Executive** shall consist of the following:
 - i) President
 - ii) Vice President
 - iii) Secretary
 - iv) Treasurer
 - v) Chief Negotiator
 - vi) Maximum of four (4) Executive at Large
 - vii) Past President, if applicable, and for a one-year term
- b) **Annual General Meeting:**
 - i) The Bargaining Unit will hold an Annual General Meeting each May at the call of the President with thirty (30) days written notice being served.
 - ii) All Bargaining Unit members may attend the Annual General Meeting.
 - iii) All Bargaining Unit members may submit proposed Constitutional amendments and resolutions for the consideration of the membership at the Annual General Meeting as per Article XII (b).
 - iv) All members present at the Annual General Meeting shall elect the officers of the Bargaining Unit Executive to be elected in that year as per Article VIII (h) and vote on proposed Constitutional amendments and resolutions.

v) All Bargaining Unit members may submit Agenda items for the consideration of the membership at the Annual General Meeting. Submissions must be made at least twenty (20) days prior to the AGM

c) General Meetings:

The Bargaining Unit may hold such General Meetings of the membership as may be determined by the Executive, or on the written request of ten percent of the membership.

d) Executive Meetings:

The Bargaining Unit Executive shall meet at the call of the President or on the request of two members of the Bargaining Unit Executive.

e) Parliamentary Procedure:

Robert's Rules of Order shall be the procedural guide used in all matters at Bargaining Unit meetings.

f) Quorum/Voting:

i) A quorum for an Executive Meeting shall be a majority of the current Executive members, including the President or Vice-President.

ii) A quorum for any General Meeting or for an Annual General Meeting shall be the number of members present.

iii) A simple majority passes all motions, except as indicated in voting procedures for Annual General Meetings.

g) Committees:

i) The Bargaining Unit may form Standing and Ad Hoc Committees as are deemed necessary by the Annual General Meeting or by the Executive. At the initial meetings of each Committee, the members will select a Chair.

ii) There shall be a Negotiations Table Team for bargaining with the Bluewater District School Board which shall consist of the Chief Negotiator, the President, and at least one member from the Collective Bargaining Committee.

iii) There shall be a standing Collective Bargaining Committee which shall solicit input from members to be included in the preliminary submission and which shall be constituted as per By-Law IV (a).

iv) All committees shall report regularly and submit a final report to the membership at the Annual General Meeting. A copy of the report should be submitted to the President no later than fifteen (15) days prior to the Annual General Meeting.

h) **Term of Office:**

The positions of President, Secretary and Treasurer shall be elected for two-year terms or until their successors in office are elected in odd-numbered years. The positions of Vice-President and Chief Negotiator shall be elected for two-year terms or until their successors in office are elected in even-numbered years. Other positions will be for one-year terms or until their successors in office are elected

Article IX - Duties of the Executive

- a) To conduct the business of the Bargaining Unit between Annual General Meetings.
- b) To appoint, where necessary, a successor to complete the unexpired term of one of its members or the members of any of the Bargaining Unit's Committees.
- c) To communicate its actions to the members of the Bargaining Unit.
- d) To review the Bargaining Unit's Constitution and By-laws annually, and to present any amendments to the Annual General Meeting for approval.
- e) To represent the Bargaining Unit at District Council, as per the District Constitution.
- f) To appoint additional members, as needed, to achieve the required representation of members at District Council, as per the District Constitution.
- g) In conjunction with the District Treasurer, prepare a projected budget for the June District Council.

Article X - Constitutional Interpretation

- a) Nothing in this Constitution, or in any By-laws enacted hereunder, shall be interpreted in a manner or terms inconsistent with the Constitution and By-laws of the Ontario Secondary Teachers' Federation, or in a manner, or in terms prejudicial to the best interests of that Federation as determined by the Provincial Executive.
- b) Any items not provided for in this Constitution shall be governed by the Federation Constitution as expressed in the OSSTF Handbook for the current year.

Article XI - By-laws

The Bargaining Unit shall not establish By-laws which are inconsistent with the Constitution or existing By-laws concerning the proper conduct and management of its business.

Article XII - Amendments

a) Amendments to this Constitution - Articles and/or By-laws, shall be made at the Annual General Meeting of the Bargaining Unit by a 2/3 vote of the members present, provided that the amendment is on time; otherwise by a 3/4 vote of those present and voting. Amendments shall be received by the President at least twenty (20) days before the Annual General Meeting.

b) Resolutions to the Annual General Meeting shall be received by the President at least twenty (20) days before the Annual General Meeting. Voting shall be as prescribed in Article xii (a).

c) Members shall be notified of proposed 'on time' amendments at least fifteen (15) days prior to the Annual Meeting.

By-Laws

By-Law I – Elections

- a) Election to offices on the Bargaining Unit Executive shall take place at the Annual General Meeting of the Bargaining Unit.
- b) Nominations shall be accepted prior to and from the floor of the Annual Meeting by the Secretary of the Bargaining Unit.
- c) Balloting for Bargaining Unit Executive shall be carried out by the Chair, or their non-bargaining unit designate.
- d) Where any office is contested, the vote shall be by secret ballot.
- e) Election shall be by majority vote of those qualified to vote, present and voting.
- f) The term of elected office shall be as named in Article VIII (h).
- g) Vacancies which occur during the term of office shall be filled as per Article IX (b) until the expiry of the term of office for such positions.

By-Law II - Executive Vacancies

- a) An Executive position shall be considered vacant if
 - i) a written notice of resignation is given to the Executive
 - ii) status as an Occasional Teacher is forfeited
 - iii) absent without written notice from two (2) consecutive Executive meetings.
- b) In the event of a resignation, the Executive may appoint a member to fill the position as per Article IX (b).

By-Law III - Duties of the Bargaining Unit Executive

- a) **President:**
The President shall:
 - i) Be the presiding officer and the official representative of the Bargaining Unit.
 - ii) Transact the business of the Bargaining Unit between Executive Meetings.
 - iii) Be an ex-officio member of all committees.
 - iv) Represent the Bargaining Unit at District Executive and District Council meetings.
 - v) Represent the Bargaining Unit as requested at Executive meetings of other Bargaining Units of OSSTF, District 7
 - vi) Liaise regularly with the Presidents of other Bargaining Units of OSSTF, District 7.
 - vii) Be the Chief Executive Officer for the Collective Agreement.
 - viii) Present a report of the activities of the Bargaining Unit at the Annual General Meeting.
 - ix) Call Bargaining Unit Executive meetings, General meetings and the Annual Meeting as required.
 - x) Represent the Bargaining Unit at the Annual Meeting of the Provincial Assembly if the Bargaining Unit has delegate status.

xi) The President (or designate) shall represent the Bargaining Unit on all committees of the Board where Occasional Teacher representation is permitted.

xii) Co-ordinate the particulars for, and confirm attendance to, all Bargaining Unit meetings.

xiii) Act as Grievance Officer

b) **Vice-President:**

The Vice-President shall:

i) Assume the duties and responsibilities of the President in the President's absence or at the request of the President.

ii) Represent the Bargaining Unit at District Council, as per the District Constitution.

iii) Act as Anti-Harassment Officer

iv) Act as Grievance Officer as directed by the President

c) **Past President:**

The Past President shall:

i) Assume all duties, responsibilities and privileges as determined by the President or Executive, for a period of one year.

ii) Act in an advisory capacity to the new President.

d) **Secretary**

The Secretary shall:

i) Record the minutes of all Bargaining Unit meetings.

ii) Maintain a collection of all the minutes of all Bargaining Unit meetings as a matter of record

e) **Treasurer**

The Treasurer shall:

i) Prepare a budget consistent with bargaining unit funding for presentation to the bargaining unit executive

- ii) Perform such duties as assigned by the Executive with a focus primarily on financial matters as they relate to the Bargaining Unit
- iii) Represent the Bargaining Unit at District Council.

f) **Chief Negotiator**

The Chief Negotiator shall:

- i) Represent the membership in contract negotiations with the Board
- ii) Shall serve as Chair of the Collective bargaining Committee
- iii) Shall act as Anti-harassment Officer in the absence of the Vice-President.

g) **Executive-at-Large:**

There shall be a maximum of four (4) additional members of the Executive elected annually whose duties shall be determined by the Executive as a whole.

By-Law IV - The Collective Bargaining Committee

- a)
 - i) The Collective Bargaining Committee shall consist of the Bargaining Unit President, The Chief Negotiator, and three (3) other members of the bargaining unit.
 - ii) The Chief Negotiator shall work in concert under the overall supervision of the Bargaining Unit President, to perform the duties of the Chair.
 - iii) The Negotiations Table Team shall be formed during contract negotiations and shall consist of the Bargaining Unit President, The Chief Negotiator and one (1) other member from the Collective Bargaining Committee.

b) **Duties of the Chair:**

The Chair of the Collective Bargaining Committee shall:

- i) Solicit input from members to be considered for inclusion in the preliminary submission.
- ii) Assume responsibility for calling meetings of the Collective Bargaining Committee as needed throughout the negotiations process.

- iii) Be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting the same for approval to the Bargaining Unit Executive.
- iv) Communicate regularly with the Bargaining Unit Executive during the negotiations process.
- v) Present the terms of settlement of a Collective Agreement with the Board of Education, to the membership for information and ratification.

By-Law V - Ratification of the Collective Agreement

- a) Final approval of the collective agreement shall reside with the bargaining unit membership
- b) The ratification of the Occasional Teacher Collective Agreement shall be separate and unique for Occasional Teacher Bargaining Unit members only.

By-Law VI - Policy and Statements

- a) Policy Statements may be confirmed at any Bargaining Unit meeting.
- b) Policy Statements shall have the date of passage attached.
- c) Policy Statements must be reaffirmed within three years of passage or they shall lapse.

By-Law VII – Special Expenses

Bargaining Unit members will be reimbursed daycare expenses to a maximum of \$25/child for attendance at unpaid Board or Union directed professional development sessions, upon proof of expense.

By-Law VIII - Amendments

Amendments or additions to these By-Laws may be made at the Annual General Meeting as per Article XII.