

OSSTF

DISTRICT 9

**OCCASIONAL TEACHERS’
BARGAINING UNIT**

CONSTITUTION AND BY-LAWS



July 1, 2021

TABLE OF CONTENTS

Article 1	DEFINITIONS
Article 2	NAME & MEMBERSHIP
Article 3	OBJECTS
Article 4	RESPONSIBILITIES OF THE OTBU EXECUTIVE
Article 5	BARGAINING UNIT ORGANIZATION
Article 6	AMENDMENTS
Bylaw 1	FEDERATION/FISCAL YEAR
Bylaw 2	DUTIES OF THE BARGAINING UNIT EXECUTIVE
Bylaw 3	DUTIES OF MEMBERS
Bylaw 4	BARGAINING UNIT MEETINGS AND ELECTIONS
Bylaw 5	DUES & LEVY
Bylaw 6	TIME RELEASE
Bylaw 7	APPEALS
Bylaw 8	ANTI-HARASSMENT & EQUITY
Bylaw 9	PROCEDURES
Bylaw 10	POLICY – followed by the associated Addendum (date of last update noted)

ARTICLE 1 **DEFINITIONS**

In this Constitution and Bylaws and in the Procedures

- 1.1 “AGM” shall mean the Annual General Meeting of the District 9 Occasional Teachers’ Bargaining Unit.
- 1.2 “AMPA” shall mean the Annual Meeting of the Provincial Assembly of OSSTF.
- 1.3 “Board/Employer” shall mean the Greater Essex County District School Board.
- 1.4 “Bargaining Unit” shall mean all secondary occasional teachers employed by the Greater Essex County District School Board (GECDSB).
- 1.5 “Bylaws” shall mean the standing rules made under the Constitution which are enactments binding upon all members of the Bargaining Unit.
- 1.6 “CBC” shall mean the Collective Bargaining Committee.
- 1.7 “Constitution” shall mean a system of fundamental principles according to which OSSTF D9 OTBU is governed.
- 1.8 “District” shall mean District 9 OSSTF.
- 1.9 “District Executive” shall mean District 9 Executive as defined by the District 9 Constitution.
- 1.10 “Executive” shall mean the members of the OTBU Executive (as defined by Article 5 of this document).
- 1.11 “Federation” shall mean the Ontario Secondary School Teachers’ Federation.
- 1.12 “General Meeting” shall mean a meeting of all members of the bargaining unit called by the President.
- 1.13 “Member” shall mean an active member employed by the GECDSB as a secondary occasional teacher.
- 1.14 “Policy” shall mean a stand or position taken by the OTBU in accordance with its bylaws on matters whose resolution is beyond the internal legislative power of the Occasional Teachers Bargaining Unit of the District 9 OSSTF.
- 1.15 “Grievance” shall mean a complaint concerning the interpretation, administration or alleged violation of the local or central collective agreement, including a question as to whether or not a matter is arbitrable.
- 1.16 “Objects” shall mean the goals or purpose of an organization.

- 1.17 “Roster” shall mean a list or plan showing turns of duty or leave for occasional teacher members.
- 1.18 “Long Term Occasional List” shall mean a list of those occasional teacher members ranked by seniority.
- 1.19 “Seniority” shall mean the date of hire combined with days worked as an occasional teacher employed by the GECDSB.
- 1.20 “Trusteeship” shall mean the resumption by Provincial OSSTF of those duties delegated to a local organization in accordance with the OSSTF Bylaws.

ARTICLE 2 NAME & MEMBERSHIP

- 2.1 The name will be the Occasional Teachers’ Bargaining Unit – District 9 of the Ontario Secondary School Teachers’ Federation, hereafter and herein referred to as the OTBU.
- 2.2 Membership shall consist of all active members as defined by the OSSTF Provincial Constitution & Bylaws within the OTBU employed by the Board.

ARTICLE 3 OBJECTS

The Objects of the Bargaining Unit shall be in accordance with Article 3 of the OSSTF Constitution:

- 3.1 First and foremost 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 its members;
- 3.2 to secure and maintain for all Active members of the OTBU equal collective bargaining rights including the right to strike;
- 3.3 to bargain collectively on behalf of its members to improve their working conditions based upon members’ input;
- 3.4 to promote and advance the cause of public education;
- 3.5 to promote a high standard of professional ethics and a high standard of professional competence;
- 3.6 to secure the opportunity for members active participation in formulating policies and practices affecting education;
- 3.7 to work toward greater control of our professional future;
- 3.8 to promote political action to ensure that legislation, policies and procedures are in the best interest of members, public education, students and the community;
- 3.9 to support and promote equal opportunities for members and students;

- 3.10 to foster and promote the dignity of all persons in keeping with the Ontario Human Rights Code;
- 3.11 to associate and collaborate with other unions.

ARTICLE 4 RESPONSIBILITIES OF THE OTBU EXECUTIVE

- 4.1 To abide by the bylaws, regulations and policies of OSSTF and the decisions of General Meetings;
- 4.2 to act as the highest decision making body of the OTBU between General Meetings;
- 4.3 to meet regularly, and as needed to conduct the business of the OTBU, and to attend a minimum of 70% of the scheduled executive meetings;
- 4.4 to obtain, and account for funds from OSSTF or the District in order to carry out the objects and responsibilities of the OTBU;
- 4.5 to ensure that all members of the OTBU are informed of their rights, duties, obligations and privileges as part of OSSTF;
- 4.6 to communicate with OTBU members, District 9 Executive and Provincial Office in matters relating to the OTBU;
 - a) to communicate with the OTBU members, District 9 Executive and Provincial Office in matters relating to the OTBU;
 - b) to keep active and monitor the OTBU social media accounts that exist;
- 4.7 to provide professional development opportunities to members;
- 4.8 to encourage participation in OTBU activities and provide leadership opportunities;
- 4.9 to co-ordinate, promote and/or participate in District and Provincial OSSTF activities;
- 4.10 to represent members in cooperation with other Affiliates of the Ontario Teachers' Federation in any matter of shared professional interest;
- 4.11 to communicate with the media and the public on behalf of the OTBU;
- 4.12 to notify members and provide access to a copy of the newly amended Constitution of the OTBU;
- 4.13 to notify members and provide access to a copy of any tentative agreement with the Employer at least 48 hours before the General Meeting;
- 4.14 to conduct the business of the OTBU in keeping with established OSSTF policies and to consider interim policies as required.
- 4.15 to Distribute Communications from District committees intended for all District members in a timely fashion to the membership.

ARTICLE 5 **BARGAINING UNIT ORGANIZATION**

5.1 There shall be an OTBU Executive consisting of the following voting members:

5.1.1 President – Grievance Officer

5.1.2 Vice-President – Health & Safety Officer

5.1.3 Chief Negotiator

5.1.4 Communications Officer

5.1.5 Educational Services Officer

5.1.6 Political Action Officer

5.1.7 Treasurer

5.1.8 Secretary

5.1.9 Constitution Officer

5.1.10 Equity Officer

5.2 The members of the Executive shall be elected at the Annual General Meeting of the District 9 OTBU with duties from July 1 to June 30 of the election year.

5.3 In the event that a member of the OTBU Executive is elected to or assumes more than one office, the member is entitled to a single vote as a member of the Executive.

5.4 With the exception of the role of the President, whenever and for whatever reason a vacancy occurs on the OTBU Executive, the OTBU membership will be informed of the vacancy and interested members will be invited to put their names forward to be considered by the OTBU Executive. ~~Upon approval by the OTBU Executive, the vacancy will be filled for the remainder of the elected term of office.~~ Upon appointment by the OTBU Executive, the vacancy will be filled for the remainder of the term of office. The OTBU Executive may decide how to disperse the duties of the executive position amongst the executive until the end of term.

5.5 **COLLECTIVE BARGAINING COMMITTEE**

5.5.1 The Collective Bargaining Committee of the OTBU shall consist of the following voting members:

5.5.1.1 Chief Negotiator – Chair

5.5.1.2 President – Grievance Officer

5.5.1.3 Vice-President – Health & Safety Officer

5.5.1.4 up to four members approved by the OTBU Executive, which may include the former Chief Negotiator in the event that a change in office has occurred.

5.5.2 The Table Team shall consist of the following members:

5.5.2.1 Chief Negotiator,

5.5.2.2 President – Grievance Officer and

5.5.2.3 up to two members from the CBC approved by the OTBU Executive.

5.5 **GRIEVANCE COMMITTEE**

5.5.3 The Grievance Committee of the OTBU shall consist of the following members:

5.5.3.1 President – Grievance Officer;

5.5.3.2 Chief Negotiator, and

5.5.3.3 one additional member approved by the OTBU Executive.

5.5 **GRIEVANCE APPEALS COMMITTEE**

5.5.4 The Grievance Appeals Committee shall be chaired by the Vice-President and convened as required per the Bylaws. The Committee will include three (3) members of the OTBU Executive with no earlier involvement with the decision upon which the appeal is based.

5.6 **STRIKE COMMITTEE**

5.6.1 In the event of a local strike a strike committee to oversee the strike shall be established.

5.6.2 The LSC shall be made up of all members of the OTBU Executive who were elected at the previous AGM as voting members and up to (5) representatives of the general membership appointed by the OTBU Executive who have been nominated from the general membership. Two (2) of these representatives shall be in Long-Term assignments as of the date the strike actions begin, 3 of whom shall be in daily assignments as of the date the strike begins. Additional non-voting members shall be added by the OTBU Executive.

5.6.3 The strike committee shall be empowered to decide on matters relating to the organization of the strike.

5.6.4 In the event of a provincial strike the OTBU President and Vice-President shall be the members of the District strike committee unless the OTBU Executive decides otherwise.

ARTICLE 6 **6.1 AMENDMENTS**

6.1.1 Amendments to the Constitution and Bylaws may be made at the Annual General Meeting of the Occasional Teachers' Bargaining Unit:

6.1.2 by two-thirds (2/3) vote of the members present, qualified to vote and voting, provided that the notice of any proposed amendment shall have been given to the District 9 Office

Manager twenty (20) days prior to the meeting and provided that written notice of the proposed amendment has been electronically posted/mailed to members current personal e-mail address of the Bargaining Unit ten (14) days prior to the meeting;

- 6.1.3 by a nine-tenths (9/10) vote of the members present, qualified to vote and voting, given previous notice as in Article 6.1.1 not having been provided.

BYLAWS

BYLAW 1 FEDERATION/FISCAL YEAR

- 1.1 The Federation fiscal year and OTBU Executive membership year shall be from July 1 to the following June 30.

BYLAW 2 DUTIES OF THE BARGAINING UNIT EXECUTIVE

2.1 DUTIES OF THE PRESIDENT – GRIEVANCE OFFICER

It shall be the duty of the OTBU President:

- 2.1.1 To call and preside over all meetings of the OTBU Executive and the OTBU Membership. There shall be at least six (6) OTBU Executive meetings per year.
- 2.1.2 To prepare agendas for all meetings of the OTBU Executive and the OTBU Membership that include any items submitted by either the Executive or the Membership;
- 2.1.3 To represent the OTBU at meetings of the District Executive, District Council and the District Annual General Meeting.
- 2.1.4 To be an ex officio member of all OTBU Committees, including the Collective Bargaining Committee.
- 2.1.5 To regularly report to the Executive the activities of the OTBU and of District Council.
- 2.1.6 To receive, answer and retain all correspondence regarding members for a period of no less than 7 years.
- 2.1.7 To liaise regularly with the District President.
- 2.1.8 To communicate in a timely fashion to the District President and the District Secretary any resolutions from the OTBU Executive to be considered at the next meeting of District Council.
- 2.1.9 To submit a written report to the OTBU Annual General Meeting.
- 2.1.10 a) To act as a signing authority for the OTBU.
b) To act as the main administrator-owner of any OSSTF OTBU social media accounts.
c) To provide any account passwords to the District 9 office manager to have in safe keeping.
- 2.1.11 To communicate with the media and the public on behalf of the OTBU.

- 2.1.12 To represent the OTBU at all meetings of Provincial Council. In the event that the President is unable to attend, to appoint a designate from the OTBU Executive.
- 2.1.13 To regularly report to the Executive the activities of Provincial Council.
- 2.1.14 To attend the annual OSSTF Leadership Conference.
- 2.1.15 To represent the OTBU at any other meetings called for either provincially or locally. In the event that the President is unable to attend, to appoint a designate from the OTBU Executive.
- 2.1.16 To represent the OTBU membership at meetings of the Joint Relations Committee.
- 2.1.17 In consultation with the Chief Negotiator, to arrange for information and/or ratification meetings of the OTBU.
- 2.1.18 In consultation with the District 9 Office Manager and the OTBU Executive, coordinate the Annual Report for distribution at the Annual General Meeting.
- 2.1.19 At minimum, to be available and accessible to the membership for the number of days specified by the bargaining unit levy as outlined in Bylaw 6 and approved in the OTBU budget as approved at the Annual General Meeting.
- 2.1.20 To act as the OTBU Grievance Officer:
 - 2.1.20.1 to investigate potential grievances on behalf of OTBU members in a timely fashion to ensure timelines are met;
 - 2.1.20.2 to seek informal resolution with the Employer through communication with the appropriate administration or through the Joint Relations Committee;
 - 2.1.20.3 to keep confidential records;
 - 2.1.20.4 to consult with Grievance Committee and/or the Field Secretary regarding potential grievances;
 - 2.1.20.5 to update the Executive about the status of grievances including the informal resolution of potential grievances;
 - 2.1.20.6 to inform the Collective Bargaining Committee of concerns, which are related to the grievance process relevant to future negotiating briefs.

2.2 DUTIES OF THE VICE-PRESIDENT – HEALTH & SAFETY OFFICER

It shall be the duty of the OTBU Vice-President:

- 2.2.1 To act in the President's absence or at the President's request;
- 2.2.2 To act as a signing authority for the OTBU;
- 2.2.3 To communicate regularly with the President;
- 2.2.4 To be a member of the Collective Bargaining Committee;

- 2.2.5 To chair the Grievance Appeals Committee;
- 2.2.6 To act as the Health & Safety Officer for the OTBU;
 - 2.2.6.1 To represent OTBU members in Health & Safety issues or concerns;
 - 2.2.6.2 To assist OTBU members in completing Health & Safety forms;
 - 2.2.6.3 to advise members on matters related to the Occupational Health & Safety Act;
 - 2.2.6.4 to regularly provide updates to the OTBU Executive on Health & Safety matters related to the OTBU membership with consideration to any follow-up action needed;
 - 2.2.6.5 To act as the OTBU representative on the District Health & Safety Committee;
 - 2.2.6.6 to attend regional or provincial Health & Safety Conferences;
- 2.2.7 To assist with any Presidential duties at the request of the President or Executive's request;
- 2.2.8 To replace the President in the event of the President's resignation, illness, death or termination until the end of the term; if less than three-quarters of the Presidents' term remains. If more than three-quarters remains in the term, a new President shall be elected at a General Meeting.
- 2.2.9 To provide a written report to the President for the General Membership for the Annual General Meeting.

2.3 DUTIES OF THE CHIEF NEGOTIATOR

It shall be the duty of the Chief Negotiator:

- 2.3.1 To be a member of the Collective Bargaining Committee;
- 2.3.2 To be a member of the Grievance Committee;
- 2.3.3 To call and chair meetings of the CBC;
- 2.3.4 To report on the discussions of the Collective Bargaining Committee to the OTBU Executive;
- 2.3.5 To bring the OTBU negotiating brief to the OTBU Executive for consideration for final approval;
- 2.3.6 To attend regional and provincial Collective Bargaining Committee conferences;
- 2.3.7 To survey the OTBU membership with regards to bargaining priorities;
- 2.3.8 To participate in negotiations with the employer;
- 2.3.9 In consultation with the President, to arrange for information and/or ratification meetings of the OTBU;

- 2.3.10 To provide a written report to the President for the General Membership for the Annual General Meeting.

2.4 DUTIES OF THE COMMUNICATIONS OFFICER

- 2.4.1 To maintain an up-to-date contact list of the OTBU membership;
- 2.4.2 To ensure that the membership is kept informed through regular publication of news and information;
- 2.4.3 To carry out duties as may be delegated by the President or approved by the OTBU Executive;
- 2.4.4 To provide a written report to the President for the General Membership for the Annual General Meeting.

2.5 DUTIES OF THE EDUCATIONAL SERVICES OFFICER / MEMBER ENGAGEMENT OFFICER

- 2.5.1 To attend meetings of the District Educational Services Committee;
- 2.5.2 To attend regional or provincial Educational Services conferences;
- 2.5.3 To provide opportunities for the Professional Development of OTBU members.
- 2.5.4 to provide regular reports to the OTBU Executive;
- 2.5.5 to provide a written report to the President for the General Membership for the Annual General Meeting.
- 2.5.6 2.5.6 will also represent the OTBU as the Member Engagement Officer and meet with the District Member Engagement Committee as needed.

2.6 DUTIES OF THE POLITICAL ACTION OFFICER

- 2.6.1 To attend meetings of the District Political Action Committee;
- 2.6.2 To attend regional or provincial Political Action conferences;
- 2.6.3 to provide regular reports to the OTBU Executive;
- 2.6.4 to provide a written report to the President for the General Membership for the Annual General Meeting.

2.7 DUTIES OF THE TREASURER

- 2.7.1 To keep account of all monies received and disbursed by the OTBU;

- 2.7.2 to prepare a financial report for the OTBU Executive at each meeting, Annual General Meeting and as requested by the Executive;
- 2.7.3 to meet with the District Treasurer and/or Associate General Secretary-Operational Services Division Provincial Office as required;
- 2.7.4 to prepare a projected budget in consultation with the District Treasurer and OTBU Executive for presentation at the Annual General Meeting;
- 2.7.5 to act as a signing authority for the OTBU;
- 2.7.6 to provide a written report to the President for the General Membership for the Annual General Meeting.

2.8 DUTIES OF THE SECRETARY

- 2.8.1 to record and arrange for the keeping of minutes of OTBU Executive meetings and OTBU General Membership meetings;
- 2.8.2 to distribute the draft minutes of meetings of the OTBU Executive and General Membership to the OTBU Executive for review and approval.

2.9 DUTIES OF THE CONSTITUTION OFFICER

- 2.9.1 to be familiar with the Constitution and Bylaws of the OTBU, District 9 and OSSTF.
- 2.9.2 to oversee the democratic procedures and meetings and identify any action that is in contravention with the Constitution and Bylaws of the OTBU, District 9 or OSSTF;
- 2.9.3 to identify any amendments or changes of the OTBU Constitution and Bylaws that should be brought forward to the next OTBU Annual General Meeting;
- 2.9.4 in consultation with the OTBU Executive, convene a Constitution Committee, if required.

2.10 DUTIES OF THE EQUITY OFFICER

- 2.10.1 to attend District meetings of the Equity, Human Rights and/or Status of Women Committee;
- 2.10.2 to act as the OTBU Anti-Harassment Officer;
- 2.10.3 to attend regional or provincial Human Rights/Status of Women conferences;
- 2.10.4 to promote policy, events and resources which fosters the dignity of all persons;
- 2.10.5 to provide a written report to the President for the General Membership at the Annual General Meeting.

2.11 DUTIES OF THE COLLECTIVE BARGAINING COMMITTEE

- 2.11.1 to develop the Negotiations Brief based upon input of the OTBU membership and OSSTF Negotiation Priorities;
- 2.11.2 to present a Negotiation Brief to the OTBU Executive for approval;
- 2.11.3 to represent the membership in negotiating a collective agreement with the Employer;
- 2.11.4 to maintain up-to-date material on salary, employee benefits, working conditions for OTBU members;
- 2.11.5 to attend information and/or ratification meetings of the OTBU.

2.12 DUTIES OF THE NEGOTIATION TEAM

- 2.12.1 The Negotiation Team shall submit any tentative agreement to the OTBU Executive for consideration prior to presentation to the OTBU membership.

2.13 OTHER DUTIES & RESPONSIBILITIES

- 2.13.1 Other non-voting members on the OTBU Executive who are appointed or elected by a group other than the Bargaining Unit Membership to sit on committees deemed necessary by the OTBU Executive.

BYLAW 3 DUTIES OF MEMBERS

- 3.1 The duties of Members are those prescribed in the Provincial OSSTF Constitution and Bylaws specifically by Bylaw 2 Membership.
- 3.2 Members shall notify the President – Grievance Officer of any alleged violation of the Collective Agreement in a timely fashion.
- 3.3 The duties of Members at OTBU Annual General Membership Meetings are:
 - 3.3.1 to consider amendments to the OTBU Constitution and Bylaws;
 - 3.3.2 to elect OTBU Executive Members as outlined in Article 5;
 - 3.3.3 to receive and act on reports from the OTBU President, Executive Members and Committees.

BYLAW 4 BARGAINING UNIT MEETINGS AND ELECTIONS

4.1 BARGAINING UNIT EXECUTIVE MEETINGS

- 4.1.1 The Bargaining Unit Executive shall meet for regularly scheduled meetings, at the call of the Bargaining Unit President or additional meetings shall be called at the request of a minimum of three members of the Executive.
- 4.1.2 The Quorum for an OTBU Executive meeting shall be above fifty percent (50% +1) of the Members of the OTBU Executive.

4.2 GENERAL MEMBERSHIP MEETINGS

The OTBU Membership shall meet:

- 4.2.1 at a minimum, at an Annual General Meeting,
- 4.2.2 at the call of the OTBU President, or
- 4.2.3 to provide information meeting with respect to the ratification of a contract, a strike vote or any other matters deemed necessary for the welfare and interest of OTBU members or
- 4.2.4 at the request of ten (10) Active Members of the OTBU forwarded to any member of the Executive. Such requests are to be in a written form including the specific issue(s) to be brought forward to the membership and signed by each of the requesting members. The meeting shall be held within twenty (20) working days of the request being forwarded to the President.
- 4.2.5 The AGM Booklet, including the final agenda, nominations, proposed motions, proposed budget and reports, shall be given to the membership by email / electronically posted fourteen (14) days prior to the AGM.
- 4.2.6 The Quorum to commence an OTBU AGM shall be twelve percent (12%) of the OTBU FTE Members as of April 1st prior to the AGM. Once the meeting has commenced, quorum shall be those OTBU members present and eligible to vote.

4.3 PROCEDURES FOR MEETINGS

- 4.3.1 General meetings will be conducted in accordance with the established procedures (Bylaw 9) of District 9 and the Rules of Order outlined in the OSSTF Constitution and Bylaws.
- 4.3.2 Each speaker will be allotted a total maximum of two (2) minutes to speak to any single motion on the floor.
- 4.3.3 A notice of the AGM, along with a 'Draft' Agenda, Executive nomination form, motions form, and a copy of the previous year's AGM minutes will be sent out to all members at least 30 days in advance of the AGM.
- 4.3.4 At the Annual General Meeting, each candidate for an office of the OTBU Executive will be allotted a maximum of three (3) minutes to speak prior to elections.

- 4.3.5 A Returning Officer, who is not running for an elected position, shall be appointed by the OTBU Executive to oversee the Election process at the Annual General Meeting.

4.4 ELECTIONS

- 4.4.1 Election to the offices of the OTBU Executive shall take place at the Annual General Meeting.
- 4.4.2 Nominations for the offices of the OTBU Executive shall be submitted by email to the District 9 Office Manager fifteen (15) days in advance of the Annual General Meeting.
- 4.4.3 Nominations from the floor of the Annual General Meeting will be received prior to nominations being declared closed by the Chair.
- 4.4.4 Election of OTBU Officers shall be in the following order:
- 1) President – Grievance Officer,
 - 2) Vice-President – Health & Safety Officer,
 - 3) Chief Negotiator
 - 4) Communications Officer
 - 5) Educational Services Officer / Member Engagement Officer
 - 6) Political Action Officer
 - 7) Treasurer
 - 8) Secretary
 - 9) Constitution Officer
 - 10) Equity Officer
- 4.4.5 An unsuccessful candidate for one position may be nominated from the floor for another position on the OTBU Executive prior to nominations being declared closed.
- 4.4.6 All candidates for executive positions submitted according to 4.4.2 shall have a maximum 500 word biography and photo they provide sent to all members by the Communications officer no less than 7 days prior to the AGM. No other campaign materials (including websites, social media accounts, automated callouts etc.) shall be permitted to be distributed to the membership.

4.5 BALLOTING

- 4.5.1 Balloting for Executive positions shall be conducted in accordance with Procedures as established at the start of the meeting.
- 4.5.2 Members elected to offices at the Annual General Meeting of the OTBU must have a majority of the ballots cast to win. If there is no majority, the person with the least votes must withdraw and a further ballot must be held. In the event of a tie, this procedure continues until there is a majority vote.
- 4.5.3 For the ‘in-person’, physical venue meetings, once the successful candidate for a position has been declared, the tally for the votes will be held in confidence with

scrutineers for each nominated person allowed to be present during the counting of the votes and the tally will not be recorded, and the ballots will be destroyed.

4.6 VIRTUAL MEETINGS

4.6.1 The virtual membership meeting(s) will be held on a computer/phone platform selected by either the provincial office, the district office, or the OTBU Executive. The platform in use will be approved by the Executive during an executive meeting prior to the membership meeting.

4.6.2 There will be a process for verification of membership for those participants who wish to enter the specified meeting. This may include, requesting members to RSVP and having the executive verify the membership attendance through a list. A virtual verification process will be in lieu of an attendance signature list.

4.6.3 A voting process will be predetermined if voting is required. Example: asking who is in favour/opposed or using the OSSTF Voting Centre or other Executive approved voting platform.

4.6.4 Results of a vote will be announced by one of the Executive members or the Chair of the meeting (i.e. that motion is carried or these are the results (similar to in-person meetings)).

BYLAW 5 DUES & LEVY

5.1 DUES

5.1.1 The amount of annual dues shall be prescribed in the Bylaws of Provincial OSSTF, District OSSTF and the OTBU;

5.1.2 the method of payment of dues shall be prescribed in the Collective Agreement made between the Secondary Occasional Teachers' Bargaining Unit and the employer;

5.2 LEVY

5.2.1 the bargaining unit levy shall be an ongoing deduction from each member's salary as approved by the membership at the Annual General Meeting;

5.2.2 the employer shall be asked to outline the local OTBU levy deduction amount as a separate item from the provincial OSSTF dues for Active Members;

5.2.3 the OTBU approve a levy of 0.7% (.seven percent) to be used for release time of OTBU Executive Officers or OTBU members as approved at the Annual General Meeting.

BYLAW 6

6.1 TIME RELEASE

- 6.1.1 The President of the OTBU will have the equivalent of 0.5 FTE release time for executive duties. As a contingency plan for Presidential Time Release: due to extreme conditions, pandemic conditions, and/or an exorbitant increases in individual membership numbers of active bodies such that they are in excess of 25% of FTE cap, the President may access up to 1.0 FTE during portions of the year when it becomes necessary, with the approval of the OTBU Executive. Any excess time above the 0.5 FTE release time will be recorded with reasons noted and kept on file.
- 6.1.2 President – Grievance Officer will be paid at the Long Term Assignment rate according to the current year's Salary Grid from the District 9 OTBU levy, unless it is agreed upon in the Collective Agreement to be paid from the Board. The amount of Time Release will be clearly specified and determined by the OTBU annual budget as approved at the Annual General Meeting.
- 6.1.3 District 9 OTBU may distribute time release funds for OTBU members, defined as the reimbursement to the employer for the costs associated with release from a member's employment duties during normal hours of paid employment, as approved by the OTBU Executive. These funds will be determined by the OTBU annual budget as approved at the Annual General Meeting.
- 6.1.4 If there is a surplus at year end from the time release funds, these can be used/dispersed in the following year as stipulated in the policy and procedures handbook.

BYLAW 7 APPEALS

- 7.1. Any member of the OTBU affected by decision to deny a grievance may appeal this decision using the following procedure:
 - 7.1.1 Within three (3) working days of notice of the decision, the affected member shall contact the Vice-President and request in writing a meeting to appeal the decision;
 - 7.1.2 Within three (3) working days of receiving the request, the Vice-President shall notify the OTBU Executive of the appeal and three Executive members with no earlier involvement with the decision upon which the appeal is based will meet as soon as possible to ensure that timelines for the filing of any grievance are met.
 - 7.1.3 The Vice-President will meet with the affected member and allow the member to provide reasons why the grievance should not be denied. These reasons will be noted and reported to the Grievance Appeals Committee.
 - 7.1.4 The President-Grievance Officer will meet with the Grievance Appeals Committee to provide reasons for denying the grievance. Every attempt should be made for this meeting to occur as soon as possible following the meeting with the affected member.
 - 7.1.5 The Grievance Appeals Committee will consider the information provided and render its decision, with reasons, either in support of the grievance or against it.
 - 7.1.6 The Vice-President will communicate with the affected member the decision of the Grievance Appeals Committee. If the denial of the grievance is upheld, the Vice-

President shall communicate with the member the reasons for the denial. If the appeal is upheld, the Vice-President will notify the affected member that the grievance will be filed on their behalf and outline the process.

- 7.1.7 If the Grievance Appeals Committee finds that the grievance should be filed, the President-Grievance Officer shall proceed in the manner outlined in the Collective Agreement.

BYLAW 8 ANTI-HARASSMENT & EQUITY

- 8.1 Any member of OSSTF has the right to an equitable work and union environment free from the destructive effects of discrimination and harassment.
- 8.2 Any OTBU member who feels targeted by harassment or discrimination at any OSSTF function must be able to speak up and know their concerns will be responded to immediately in accordance with OSSTF Policies and Procedures.
- 8.3 Any OTBU meeting shall have an identified Anti-Harassment Officer that will be declared at the start of any meeting.
- 8.4 The Anti-Harassment Officer will provide initial assistance to any member who reports being harassed or discriminated against at any OSSTF event. This initial assistance will include providing information on:
- 8.4.1 informal and formal processes
 - 8.4.2 how to file a formal complaint
 - 8.4.3 external mechanisms (police or Human Rights Commission)
- 8.5 The informal processes may include the Anti-Harassment Officer facilitating communication between the complaining member with the other person either directly or indirectly.
- 8.6 The informal process may include the Anti-Harassment Officer or a member of the OTBU Executive acting as a mediator to help settle the complaint. However, either party has the right to refuse mediation.
- 8.7 The formal use of the Anti-Harassment Complaint Procedure is detailed in Bylaw 9.

BYLAW 9 PROCEDURES

9.1 DEPENDENT CARE

- 9.1.1 OTBU Executive members shall be provided with reimbursement for child care as outlined in the current OSSTF Federation Allowable Expenditure Guidelines for meetings outside of normal working hours.

9.1.2 OTBU Members shall be provided with reimbursement for child care as outlined in the current OSSTF Federation Allowable Expenditure Guidelines for any OTBU General Meetings.

9.1.3 Expenses must be submitted during the current fiscal year.

9.2 MILEAGE

9.2.1 OTBU Executive members shall be paid mileage as outlined in the current OSSTF Federation Allowable Expenditure Guidelines for attendance at meetings related to union business. Mileage claims should reflect the accurate distance from the member's location prior to the meeting and the return to either home or the workplace.

9.2.2 Expenses must be submitted during the current fiscal year.

9.3 ANTI-HARASSMENT & EQUITY

9.3.1 The Anti-Harassment & Equity statement will be read at the start of each OTBU event. An Anti-Harassment Officer will be identified.

9.3.2 Any member who believes they have been the target of harassment or discrimination at an OTBU sponsored meeting or event is encouraged to take immediate action to request the behaviour be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.

9.3.3 If the behaviour continues, or if the member does not feel safe approaching the individual(s) responsible for the behaviour, the member is encouraged to speak with the Anti-Harassment Officer.

RESOLUTION & COMPLAINT PROCEDURE

9.3.4 The Anti-Harassment Officer will review the complaint with the member and determine whether informal processes can be utilized to resolve the situation. This may include speaking with the parties privately or if necessary, consulting the Chairperson or Facilitator of the event to determine if the person(s) responsible for the behaviour should be asked to leave should circumstances warrant.

9.3.5 The complaint shall be handled confidentially; however, all complaints will be reported to the President.

9.3.6 In the event that the President is named in the complaint, the complaint will be reported to the Vice-President.

9.3.7 If the complaint cannot be resolved informally, the 'complainant' will be asked to put all relevant information in writing. If the complainant chooses to provide a written complaint, it will be submitted to the President for action. It shall be the joint responsibility of the President and one other OTBU Executive member not connected to the complaint to conduct an investigation, determine if the behaviour falls under the definition of harassment and recommend appropriate action.

- 9.3.8 Resolutions may include, but are not limited to apologies, mediation, warnings, and limited access to future meetings or events or removal. The President, or in the event the President is named in the complaint, the Vice-President will contact the complainant and respondent about the outcome of the investigation.
- 9.3.9 Decisions may be reviewed by OTBU Executive members not involved with the complaint or the investigation at the request of the 'respondent'.

APPEAL PROCEDURE

- 9.3.10 Members of the OTBU affected by a decision resulting from a complaint under the Anti-Harassment & Equity Procedure, may appeal the decision by submitting a request to the President within five (5) days of the decision.
- 9.3.11 Within two (2) days of receiving the request, the President, in consultation with the OTBU Executive, shall appoint an Appeal Committee of up to three (3) members to meet and consider the appeal.
- 9.3.12 The Appeals Committee shall review the complaint, the investigation process and findings, and the decision. Following the review, the Committee shall either confirm or modify the decision.
- 9.3.13 The decision of the Appeal Committee shall be communicated by the President within five (5) days of the review.
- 9.3.14 The decision of the Appeal Committee shall be considered final and not subject to any appeal.

BYLAW 10.1 POLICY

- 10.1.1 A copy of the OTBU Policy and Procedure Handbook will be kept with the 'Constitution and Bylaw Book'.

O.S.S.T.F., DISTRICT 9
OCCASIONAL TEACHERS' BARGAINING UNIT

July 1, 2021

(Addendum to Constitution Booklet)

Policy and Procedures

Handbook

(Previous Year's AGM Minutes at end of Handbook)

CREATION OF COMMITTEES REQUESTING GENERAL MEMBERSHIP PARTICIPATION

- 1) The Chair of the Committee will electronically post to the membership at least 2 (two) times a request and requirements for committee members by Feb. 1.
- 2) If no applicants have been received by Feb. 15 of that school year, it will be the responsibility of the Committee Chair to notify other executive members of the need for committee members and elicit executive participation on the committee.
- 3) The Chair of the Committee will then begin the group portion of committee work within a couple of weeks.

EXECUTIVE COMPENSATION**1) President's Allotted Days of Paid Work**

The President will be paid according to LTA rates (on salary grid) according to Bylaw 6.1 (for 2.5 days per week (1/2 time position)).

a) The President will be paid according to LTA rates (on salary grid) according to Bylaw 6.1 (for 2.5 days per week (1/2 time position)).

b) President's Emergency/Pandemic/Membership Overage: If this compensation overage is used (as approved through the OTBU Executive), a record will be kept of the extra days paid out and the general nature of the 'emergency' will be recorded in Executive meeting minutes.

2) President's Sick Leave and Miscellaneous Leaves.

Access to sick days or leave of absence will be the same as those afforded regular OTs on LTA according to the prorated assigned days of the approved policy for the 'President's Allotted Days of Paid Work' according to Bylaw 6.1.

3) President's Access to Paid Benefits

The president will have full access to LTA benefits, with the bargaining unit providing payment of the benefits according to the LTA prorated release time as determined by the Policy for 'President's Allotted Days of Paid Work' and adding another 5% above that release time budget to cover up to a max of 100% coverage. The extra added percentage accounts for days worked at the provincial level but not counted toward the salary grid pay. The president may collect back extra money paid out for the benefit premiums post June of the affected year if the official time release (due to emergency access, etc.) exceeds 0.5 FTE at the LTA rate.

4) Executive Members Payment for Executive Work

If an executive member is asked to work on behalf of the executive during the daytime work hours, they will be paid the daily rate if working as a daily OT, but paid LTA rate if they are working on an LTA (such that the Board pays their regular salary grid rate and the bargaining unit will reimburse the Board for the replacement daily OT needed to fill the spot of the executive for that day, – or as otherwise indicated in the Collective Agreement)

MERGERS

The District 9 OT BU will not pursue or advocate for any merger with any other bargaining unit of OSSTF.

TREASURER'S PREPARATION FOR AGM BUDGET

- 1) The Treasurer will meet with the President to discuss ideas for the budget prior to the first Budget presentation to the Executive.
- 2) The Treasurer will make the proposed Budget available to the executive on the 2nd (second) last executive meeting before the AGM. Amendments can then be made between this meeting and the final executive meeting before the AGM. A vote and final amendments will be made to the Budget at the last executive meeting before the AGM.

PREPARING FOR THE AGM

- 1) The president will contact the Provincial Liaison to see if they are available to attend the AGM as a guest speaker to update membership about Provincial matters.
- 2) The president will arrange for an impartial person to chair the meeting and be responsible for voting procedures and counts. This may be the field secretary, another provincial staff, a district executive member or a past retired executive member, etc.
- 3) The president will arrange for an AGM secretary who may be the bargaining unit secretary or the district office manager.
- 4) The president will notify the executive of upcoming deadlines for their written reports to the AGM.
(usually 2 weeks prior to the AGM)
- 5) AGM booklets will be brought to the meeting, along with ballots.
- 6) The president will bring last year's AGM minutes or ask the communication's officer to send them to members electronically.
- 7) The president will bring 15 copies of the OTBU Constitution (so that people have a copy to follow when motions are being voted on).

Protocol for Draft Agenda for the AGM

1. Call to Order
2. Chairperson's Remarks – (field secretary)
3. Reading of the OSSTF/FEESO Pledge

I solemnly dedicate myself to promote and advance the cause of education. I will strive to achieve and maintain the highest degree of professional competence and will always uphold the honour, dignity, and ethical standards of my profession. I pledge my loyalty and support to the Ontario Secondary School Teachers' Federation and will comply with the constitution, bylaws, policies, and established practices which govern its members.

4. Reading of the D9 Indigenous Land Acknowledgement:

We would like to acknowledge the original caretakers of this land and recognize the relationship outlined in the First Nations Treaties, as well as acknowledge the contributions made by the Inuit and Metis peoples, so that we may come together today in a good way.

5. Appointment of Anti-Harassment Officer:

Anti-harassment statement: A member of OSSTF/FEESO has the right to a workplace and union environment free from harassment and bullying. Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with the OSSTF/FEESO Policies and Procedures which are available on the provincial website.

6. Adoption of the Agenda
7. Approval of the Previous Year's Minutes:
8. Provincial Office Greeting and Report: Provincial Executive Officer serving D9
9. Presentation of Executive Reports
10. Treasurer: Presentation and vetting questions concerning the Budget.

Budget related items: ex. Levy motion, Motion to Pass/Amend the Budget.

11. Presentation of Constitution and Bylaws Motions if there are any changes to be made. – (copies handed out)

(If 20 day notice is given for constitution and bylaw motions then they require a 2/3 vote to pass, the floor motions (or less than 20 days notice) require a 9/10 vote to pass.) * Chair asks if there are any questions/positions for each motion, (2 minutes allotted for those taking a position for or against) ** Chair calls the question on each motion.

12. Presentation of anything new put into the Policy/Procedure Handbook (attached to Constitution electronically)

13. ELECTIONS – Term normally runs from July 1 until June 30.

Candidates for elected positions will be allowed up to 3 minutes to speak on their candidacy.

a. Remarks by the Elections Officer

b. Election Speeches and Balloting in the following order (drop down for elected positions is allowed)

Nominees are accepted by notification through the district office or from the floor before final call for voting. 2 (two) person nomination required.

- President + Grievance Officer

- VP + H&S

- Chief Negotiator

-Communications Officer

-Educational Services Officer / Member Engagement Officer

-Political Action Officer

-Treasurer

-Secretary

-Constitution Officer

-Equity Officer

14. Selection of AMPA delegates and alternate

a) President is assigned as one delegate

b) election of other ‘designated number of delegates by provincial office’ – simple one person nomination (if two tied, then another vote to break the tie)

c) election of an alternate (drop down from delegates and vote off)

d) election of an alternate in-waiting in case someone has to drop out from above

15. President’s Final Remarks (Optional)

16. Adjourn

Usage of Surplus Funds**1) Time Release**

a) if there is a surplus at year end from the time release funds, these will first be used/dispersed in the following year for any extra President/executive time release needs as approved by the OTBU Executive

b) should there be surplus funds after 1a above, then the funds can be dispersed for other needs as approved by the Executive (or as seen in the surplus list in 2 below).

2) General Surplus: funds in the equity account can be used to top up existing budget lines or fund certain items listed below, but not limited to (with Executive approval).

a) to top up budget lines and accommodate for any reductions in provincial FTE bargaining unit funding from year to year to cover any deficits and budgetary over-expenditures that was not accounted for

b) time release for members (training, AMPA delegates/alternates for pre-AMPA meetings, etc.)

c) donations to assist members/community causes (i.e. education is a right podcast, united way, gift cards to be used as swag to assist members if work is slow, etc.)

d) funding for special activities (i.e. political action rallies/events, strike/job sanction activities, member engagement activities not funded by provincial, district, or another budget line)

e) bursaries for members (such as a bursary to help offset costs for members to take additional qualification courses)

e) assist members financially after all other avenues, such as OSSTF benevolent fund have been used for extreme emergencies and with the approval of executive, providing funds are available.

Social Media

1) Any social media accounts bearing the name 'OSSTF OT' or 'OSSTF D9 OTBU' shall be owned and operated through the OTBU, and the President will be listed as the owner/administrator. These social media accounts may include such sites as Facebook, Twitter, Instagram, etc. The President will be responsible to designate any other administrators as needed. When a newly elected President takes office, the ownership/administrator status will be transferred from the previous President to the new President.

2) OTBU Executive Passwords

If there are any passwords used in social media, the President's email, and other pertinent Executive accounts, the President will make the Vice President aware of where the codes are located, and as well, the President will provide the OSSTF D9 Office Manager with copies of these password codes.

Cap/Hiring OT's

1) As per the current Collective Agreement (L17.2a - 2019-2022) the board will be seeking the agreement of the Occasional Teacher President before doing any hiring above the cap. The President

will bring the board's hiring request to the executive for consultation. This can be done through email if it's a time sensitive decision when the board needs to hire above the cap.

PROCEDURES

Page 1

PROCEDURES

Communication within the Executive

- The Vice President (VP) will be made aware of the password to the President's official email. The VP may access this email in the case of the President's illness, absence or if steps mentioned below are followed:
- Should the President not respond to communications from the members/executive, the VP will follow these steps:
 - 1) Talk to the President about the lack of communication.
 - 2) Through an email, the VP should officially request further communication from the President, and specific areas of concern may be noted.
 - 3) If communication still remains an issue, the VP will notify the rest of the executive.
 - 4) After the executive has been notified, a period of 5 days will be given for the President to respond to the request for communication. If the President does not sufficiently respond, the VP will be granted permission to access the President's email system.

AMPA Delegate and Alternate Selection

Delegate numbers may change yearly depending on FTE calculation at Provincial Office. One alternate will also be selected after the delegate(s) .

- 1) a) President is assigned as one delegate
b) election of other 'designated number of delegates by provincial office' – simple one person nomination (can self-nominate)
- pick from the highest vote numbers, if a tie occurs then revote between tied people
c) election of an alternate (drop down from delegates after vote off)
-pick from the highest vote numbers, if a tie occurs then revote between tied people

The last year's AGM Minutes will be kept at the end of the Policy and Procedures Handbook

**Occasional Teachers' Bargaining Unit
Annual General Meeting
Tuesday May 25, 2021 – 4:30 pm via MS Teams - Minutes {draft}**

- a. Call to Order: 4:34 p.m.
- b. Chairperson's Remarks: Peter Bates
- c. Reading of the OSSTF/FEESO Pledge: Christina Wagner 4:36 p.m.
- d. Reading of the D9 Indigenous Land Acknowledgement:
- e. Appointment of Anti-Harassment Officer & Reading of the Statement
AH Officer: Scott Hunt
- f. Adoption of the Agenda
BIRT that agenda be approved.
M/S Christina Wagner / Linda Lewicki

-Enver asks a question with regards to quorum
-Chair replies that there is quorum
-Enver follow up asking if this is the same format this year
-Christina replies that it's a non-issue because you have quorum.
MOTION IS APPROVED

BIRT the agenda follow the OTBU policy handbook and that elections of Executive and AMPA delegates be moved to right before the President final remarks.

M/S Enver Villamizar / Carole Turner

-Enver opens debate and reasoning for the motion to amend the agenda.
-Christina Wagner speaks against the motion due to time constraints with the P.O. voting centre
-Linda speaks against the motion.
-Enver closes debate **DEFEATED**

- g. Approval of the Previous Year's Minutes
BIRT that the minutes from the 2020 AGM be approved.
M/S Christina Wagner / Andrea DiPonti **CARRIED**

h. **ELECTIONS**

ON TIME NOMINATIONS

President / Grievance Officer - ACCLAIMED

Christina Wagner – (Linda Lewicki, Siobhan Krasnozou)

Vice President / Health & Safety Officer - ACCLAIMED

Drazenka Saric - (Andrea DiPonti, Maya Babic)

Secretary

VACANT

Treasurer - ACCLAIMED

Carrie Martin - (Drazenka Saric, Christina Wagner)

Chief Negotiator - ACCLAIMED

Scott Hunt - (Joanna Hutz, Rafael Perez)

Educational Services Officer - ACCLAIMED

Carrie Martin - (Andrea DiPonti, Christina Wagner)

Equity Officer - ACCLAIMED

Andrea DiPonti (Christina Wagner, Carrie Martin)

Communications Officer - ACCLAIMED

Siobhan Krasnozou (Kristi Mistakidis, Christina Wagner)

Political Action Committee Officer

VACANT

Constitution Officer - ACCLAIMED

Linda Lewicki - (Christina Wagner, Drazenka Saric)

- i. Selection of AMPA delegate(s) and alternate(s)
President Elect as Delegate 1
Delegate 2 / Alternate 1 (pending FTE)
Extra Alternate (pending FTE)

Nominations from the floor:

Carrie Martin Nominated by: Linda Lewicki, Siobhan Krasnozou

Andrea DiPonti Nominated by: Christina Wagner, Andrea Inglesi

Siobhan Krasnozou Nominated by: Carrie Martin, Christina Wagner

Results:

Delegate 2 / Alternate 1 (pending FTE): Siobhan Krasnozou

Extra Alternate (pending FTE): Andrea DiPonti

In-Waiting: Carrie Martin

- j. Provincial Office Greeting and Report: (Provincial Executive) 5:06 p.m.
Questions to Dave:
 - Scott Hunt comments to Dave with regards to seniority
 - Enver asks Dave to explain why hybrid learning will not work
 - Peter adds what was discussed in his seminar on Saturday with regards to this
- k. Treasurer Report: 5:19 p.m.
Presentation and vetting questions concerning the Budget
 - 1. Levy Approval

2. Presentation of Budget and Approval of Budget

- Enver asks a question, Carrie answers
- Enver asks a supplemental question

Budget Motion 1

BIRT the Levy for the OSSTF OT BU for the 2021/2022 School Year to be set at 0.7% (point seventy percent) of the member's gross salary and deducted from every pay. This would remain as previous years.

Moved by Carrie Martin

Seconded by Christina Wagner

- Christina reiterates that this is the same levy as previous years
- Linda adds that this levy needs to stay in place for future time release coverages for members

CARRIED

Budget Motion 2

BIRT that this tentative budget for the 2021/2022 school year be approved based on district funding that has not yet been finalized at AMPA.

Moved by Carrie Martin

Seconded by Christina Wagner

- Carrie passes on adding to the motion and opens debate
- Christina speaks to the motion
- Enver asks a question; trying to understand why the numbers are not adding up
- Carrie confirms she made a typo
- Linda explains invoicing from the board is a few months behind
- Enver asks where does surplus go, can it be spent still
- Christina explains that there is a motion coming up with regards to how surplus funds will be addressed
- Linda agrees with Christina's above comment
- Carrie closes debate

CARRIED

1. Presentation of Constitution and Bylaws Motions

Tabled Motions from 2020 AGM 5:41 p.m.

Constitution

1

Article 4 RESPONSIBILITIES OF THE OTBU EXECUTIVE

BIRT Article 4 be amended by the addition of a new subsection **4.15 Distribute Communications from District committees intended for all District members in a timely fashion to the membership** be added to duties of the Executive.

Moved By: Linda Lewicki (previously Enver Villamizar)

Seconded By: OTBU Executive

-Linda opens debate.

-Christina adds in her rationale

-Linda closes.

CARRIED

2

Article 5 BARGAINING UNIT ORGANIZATION

Current 5.4 With the exception of the role of the President, whenever and for whatever reason a vacancy occurs on the OTBU Executive, the OTBU membership will be informed of the vacancy and interested members will be invited to put their names forward to be considered by the OTBU Executive. **Upon approval by the OTBU Executive, the vacancy will be filled for the remainder of the elected term of office.**

BIRT Article 5.4 be amended by substitution to read:

Upon appointment by the OTBU Executive, the vacancy will be filled for the remainder of the term of office. The OTBU Executive may decide how to disperse the duties of the executive position amongst the executive until the end of term.

Moved By: Linda Lewicki (previously Enver Villamizar)

Seconded By: OTBU Executive

-Linda opens debate.

CARRIED

Bylaws

3

Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS

Current 4.3.4 At the Annual General Meeting, each candidate for an office of the OTBU Executive will be allotted a maximum of three (3) minutes to speak prior to elections.

Current 4.4.5 An unsuccessful candidate for one position may be nominated from the floor for another position on the OTBU Executive prior to nominations being declared closed.

BIRT By-Law 4.4 Elections be amended by the addition of a new subsection **(4.4.6)** to read:

All candidates for executive positions submitted according to 4.4.2 shall have a maximum 500 word biography and photo they provide sent to all members by the Communications

officer no less than 7 days prior to the AGM. No other campaign materials (including websites, social media accounts, automated callouts etc.) shall be permitted to be distributed to the membership.

Moved By: Linda Lewicki (Previously Enver Villamizar)

Seconded By: OTBU Executive

-Linda opens.

-Enver speaks in favour of the motion, but not if there is a change in that candidates can still run from the floor.

CARRIED

Constitution

4

Article 4 RESPONSIBILITIES OF THE OTBU EXECUTIVE

Current 4.3: to meet regularly, and as needed to conduct the business of the OTBU;

BIRT Article 4.3 be amended by the addition of new wording so that it reads:

4.3 to meet regularly, and as needed to conduct the business of the OTBU, **and to attend a minimum of 70% of the scheduled executive meetings;**

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate

-No questions

CARRIED

5

Article 4 RESPONSIBILITIES OF THE OTBU EXECUTIVE

Current 4.6: to communicate with OTBU members, District 9 Executive and Provincial Office in matters relating to the OTBU;

BIRT Article 4.6 be amended by adding an a) and a b) so that it reads:

4.6

a) to communicate with the OTBU members, District 9 Executive and Provincial Office in matters relating to the OTBU;

b) to keep active and monitor the OTBU social media accounts that exist;

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate.

-Enver asks a question with regards to how to measure how to know if information is up to date

-Linda answers that there needs to be something in the constitution with regards to social media

CARRIED

Bylaws

6

Bylaw 2 DUTIES OF THE BARGAINING UNIT EXECUTIVE

2.1 DUTIES OF THE PRESIDENT – GRIEVANCE OFFICER

Current 2.1.10 To act as a signing authority for the OTBU.

BIRT Bylaw 2.1.10 be amended by the addition of a), b), and c) so that it reads:

2.1.10

a) To act as a signing authority for the OTBU.

b) To act as the main administrator-owner of any OSSTF OTBU social media accounts.

c) To provide any account passwords to the District 9 office manager to have in safe keeping.

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate

-Christina adds to supporting of the motion and explains that this is already a process

CARRIED

7

Bylaw 2 DUTIES OF THE BARGAINING UNIT EXECUTIVE

2.3 DUTIES OF THE CHIEF NEGOTIATOR

BIRT Bylaw 2.3 be amended by the addition of a new **2.3.11** so that it reads:

2.3.11 If the OTBU is actively involved with negotiations at the local table with the Board, the Chief Negotiator role will be held over until the end of the current contract negotiations round is completed. This may mean that the Chief Negotiator will not be re-elected annually in conjunction with the other executive positions. By discretion of the Executive, once the current bargaining round is complete, the Chief Negotiator may continue until the end of that school term or the Executive may call a membership meeting to vote in a new Chief Negotiator until the next AGM.

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate.

-Enver opposes the motion as this motion contradicts the constitution and because of the duration how long negotiations could take

-Scott speaks in support the motion

-Christina speaks in support of the motion

-Linda pulls up constitution to ask for some clarity

-Enver shares his screen to that

-Chair rules the motion out of order due to discrepancy in the constitution

RULED OUT OF ORDER

8

Bylaw 2 DUTIES OF THE BARGAINING UNIT EXECUTIVE / Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS

2.5 DUTIES OF THE EDUCATIONAL SERVICES OFFICER

4.4 ELECTIONS

BIRT amendments to Bylaw 2.5 DUTIES OF THE EDUCATIONAL SERVICES OFFICER and Bylaw 4.4 ELECTIONS are done so en bloc so that it reads:

2.5 DUTIES OF THE EDUCATIONAL SERVICES / MEMBER ENGAGEMENT OFFICER

2.5.6 will also represent the OTBU as the Member Engagement Officer and meet with the District Member Engagement Committee as needed.

4.4.4 Election of OTBU Officers shall be in the following order:

5) Educational Services / **Member Engagement** Officer

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate.

-No questions

CARRIED

9

Bylaw 3 DUTIES OF MEMBERS

BIRT Bylaw 3 DUTIES OF MEMBERS be amended by the addition of a new **3.3.4** so that it reads:

3.3.4

a) To notify the OTBU Executive (President) of their interest to attend and observe an Executive Meeting with at least two (2) weeks notice prior to the intended meeting. The member(s) will be able to attend the OTBU Executive meeting should there be any space available and will be notified within one (1) week. If the OTBU Executive declines an invitation, it will include an explanation as to why the space is unavailable.

b) If the member(s) wish to specifically speak in the Executive meeting, this must be arranged ahead of time with the Executive (President) with a brief note explaining the purpose of the speech that is submitted to the President in advance of the meeting.

c) During the portion of the meeting in which the member has not been designated as a speaker, the member will remain as an observer only. An observer may listen, but not become part of the discussions. Observers will be omitted during an executive session.

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens

-Enver asks a question; how many members have requested to attend and Exec meeting in the last two years

-Christina replies and explains that they would like to be prepared by having language in effect for when this questions comes up again

-Enver strongly urges members to oppose this motion

-Linda speaks again to the motion and explains they are looking ahead to have language in place.

- Stephan speaks against the motion and feels as though it's a gate keepers motion and it doesn't make sense and discourages members from wanting to participate.
- Christina asks Stephan to clarify his comment about space in the building
- Andrea Inglesi proposes to change the wording / amendment to the motion
- Linda agrees that perhaps the timeline of two weeks can be changed as friendly amendment
- Siobhan supports the motion and explains that there will still likely be social distancing guidelines in place
- Enver asks for a clarification that a friendly amendment is not possible with the wording of this motion and that there are ways to deal with members who are interested in attending the motion
- Linda asks the chair if she as the mover could change the motion
- Chair explains motion is on the floor and no
- Linda proposes a change to the motion
- Andrea comments that the motion is not necessary, and is strongly against it

Linda proposes a motion to amend the motion to: removal of at least '2 weeks' to '1 week' and continue with original..... then remove after space available 'and will be notified within one (1),
 -Linda closes debate

-Chair calls the question of amending the motion **CARRIED**

New wording:

BIRT Bylaw 3 DUTIES OF MEMBERS be amended by the addition of a new **3.3.4** so that it reads:

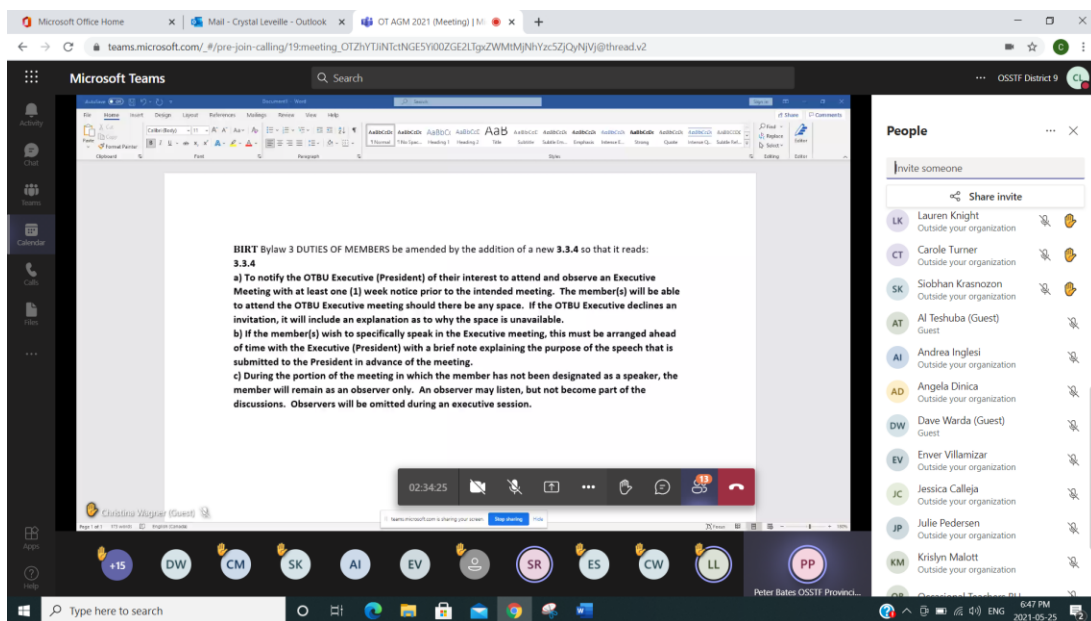
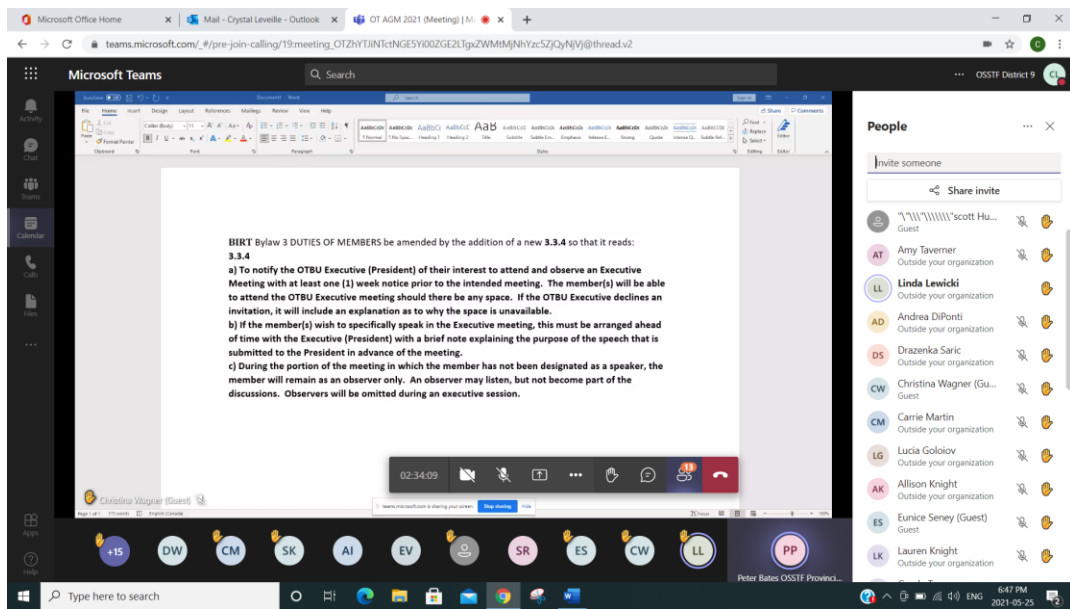
3.3.4

- a) To notify the OTBU Executive (President) of their interest to attend and observe an Executive Meeting with at least one (1) week notice prior to the intended meeting. The member(s) will be able to attend the OTBU Executive meeting should there be any space. If the OTBU Executive declines an invitation, it will include an explanation as to why the space is unavailable.**
- b) If the member(s) wish to specifically speak in the Executive meeting, this must be arranged ahead of time with the Executive (President) with a brief note explaining the purpose of the speech that is submitted to the President in advance of the meeting.**
- c) During the portion of the meeting in which the member has not been designated as a speaker, the member will remain as an observer only. An observer may listen, but not become part of the discussions. Observers will be omitted during an executive session.**

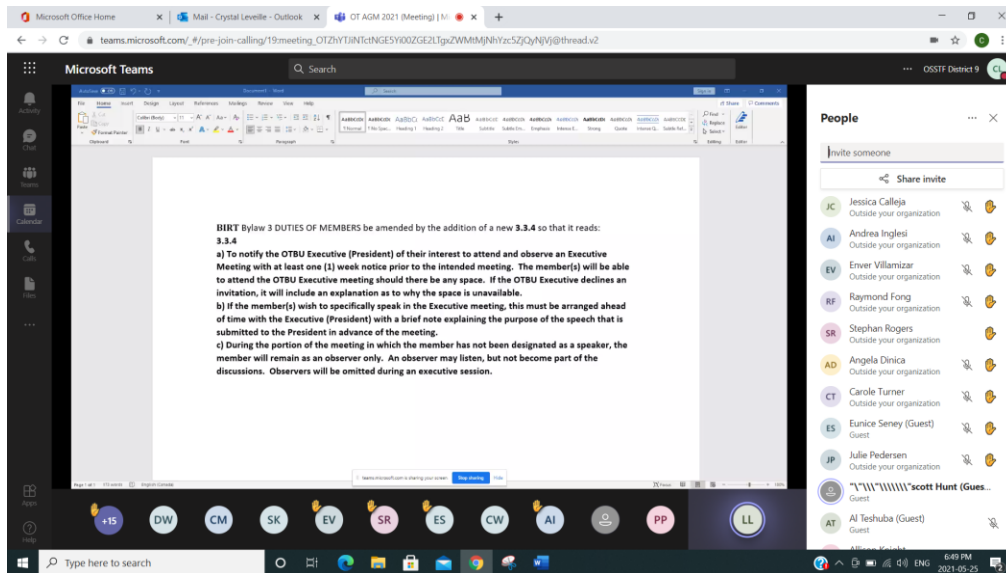
- Seconded by Christina Wagner
- Scott speaks in favour
- Chair calls the question, Enver requests roll call vote

DEFEATED

Roll call: IN FAVOUR: ~~42~~ 11 Less Carole Turner (did not mean to raise her hand)



ROLL CALL OPPOSED: 9



Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS

4.3 PROCEDURES FOR MEETINGS

BIRT Bylaw 4.3 PROCEDURES FOR MEETINGS be amended by the addition of a new **4.3.6** to read:

4.3.6 Members of the OTBU should RSVP to the District Office Manager their intent to attend the AGM at least fifteen (15) days prior to the AGM. Should a member not give this advance notice, then it will be at the discretion of the OTBU Executive to include the member(s) at the AGM. The late additions will be contingent on space availability due to technical issues, venue space allotment and menu availability, etc.

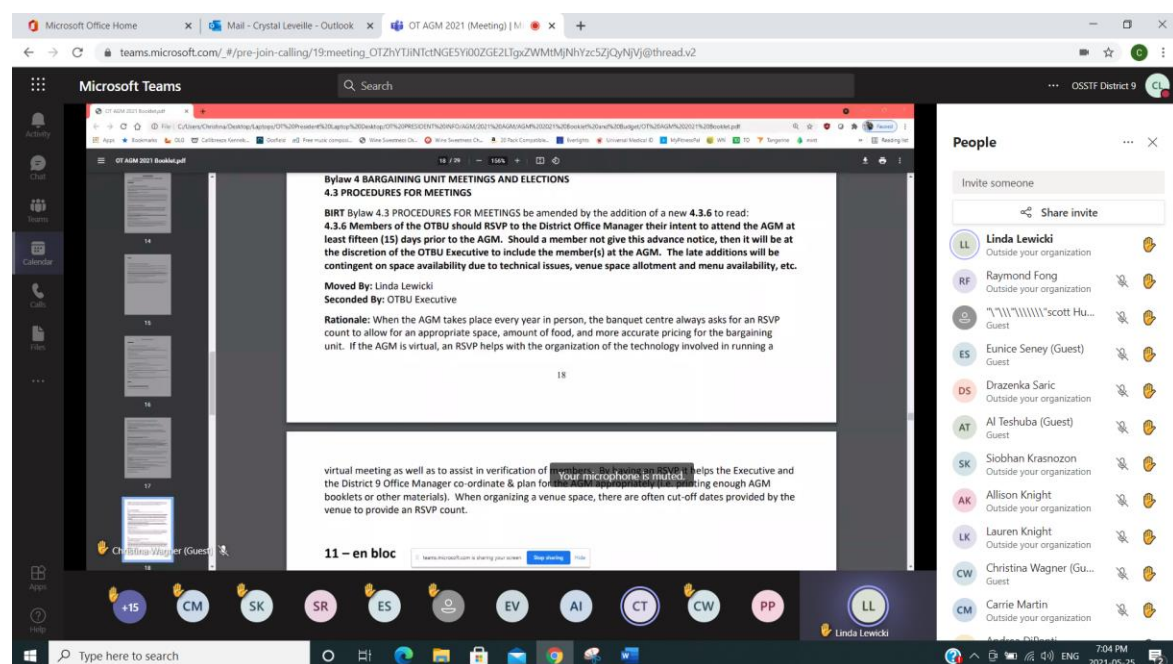
Moved By: Linda Lewicki

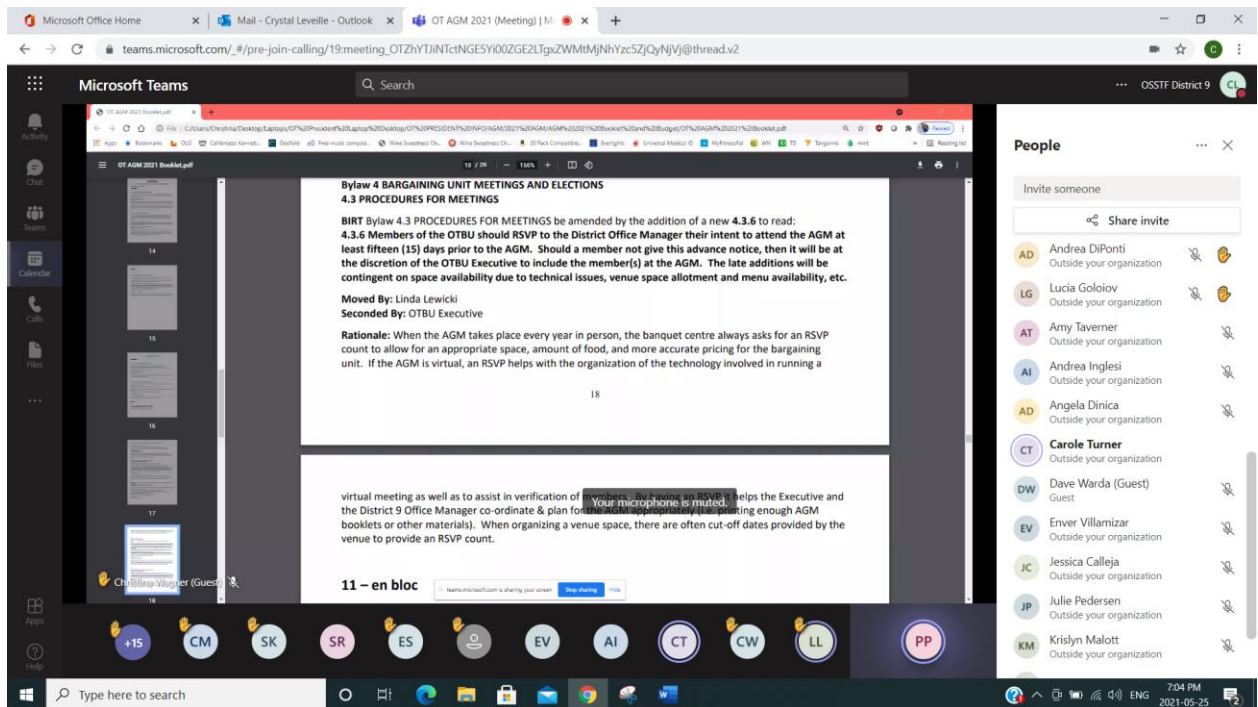
Seconded By: OTBU Executive

- Linda opens debate.
- Christina speaks in favour of the motion and explains logistics of planning meetings
- Enver opposes the motion.
- Linda speaks to the motion
- Andrea Inglesi speaks against the motion
- Linda responds to Andrea's comment
- Christina responds
- Carole speaks against the motion
- Linda closes

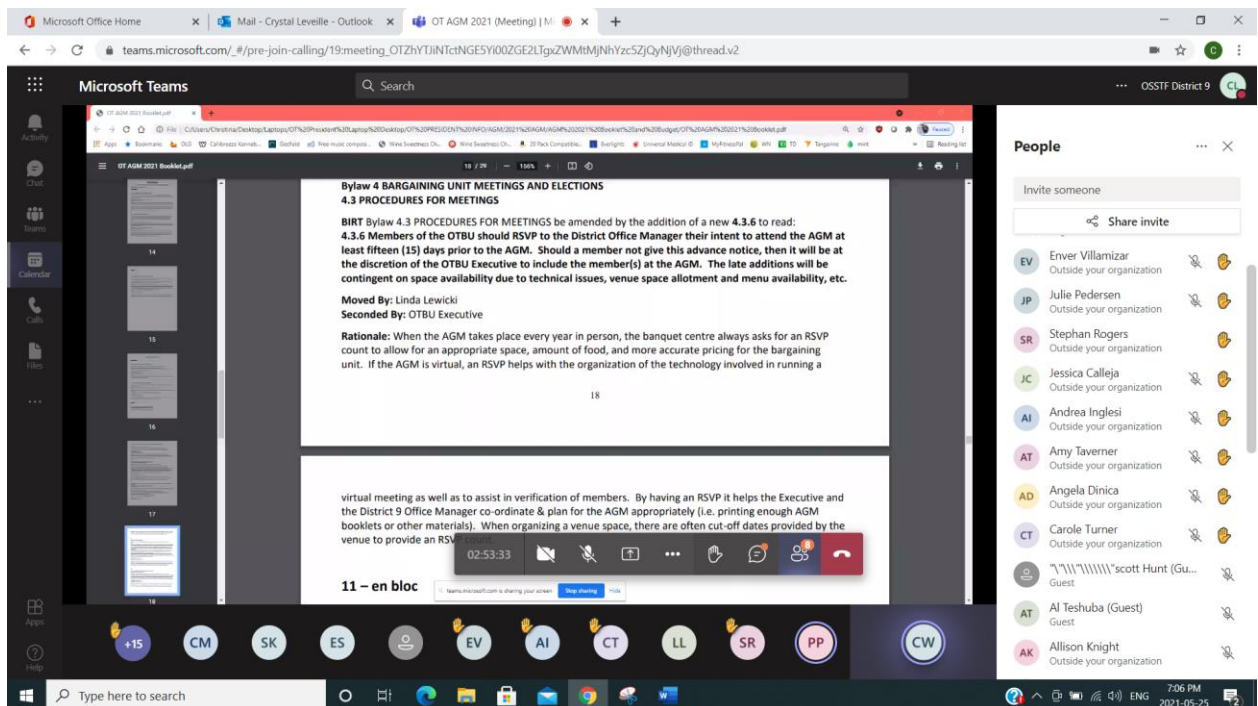
IN FAVOUR:

13





OPPOSED: 8



MOTION IS DEFEATED

11 – en bloc

(A)

Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS 4.4 ELECTIONS

Current: 4.4.2 Nominations for the offices of the OTBU Executive shall be submitted by email to the District 9 Office Manager fifteen (15) days in advance of the Annual General Meeting

Current: 4.4.5 An unsuccessful candidate for one position may be nominated from the floor for another position on the OTBU Executive prior to nominations being declared closed.

BIRT 4.4.2 be amended to read with the removal of the current 4.4.5

a) Nominations for the offices of the OTBU Executive shall be submitted to the District 9 Office Manager fifteen (15) days in advance of the Annual General Meeting

bi) These nominations will be put forth at the AGM and there will be no new nominations for an Executive Position put forth from the floor, with the exception of (bii)

bii) If a person is defeated for a pre-nominated position, then such person may ‘drop down’ and run for a different position after the original nominated position for election has been closed and tallied

Moved By: Linda Lewicki

Seconded By: OTBU Executive

(B)

Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS 4.4 ELECTIONS

Current: 4.4.3 Nominations from the floor of the Annual General Meeting will be received prior to nominations being declared closed by the Chair.

BIRT that 4.4.3 be amended such that it reads:

Nominations from the floor of the Annual General Meeting will be received prior to nominations being declared closed by the Chair **for only those who ran for a previous position at the current AGM and were unsuccessful, such that only a person who ‘drops down’ will be allowed to be nominated from the floor at the AGM.**

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens debate

-Christina speaks for the motion

-Enver speaks against the motion as it limits participation

-Linda forgets the comment

-Al speaks against the motion and agrees with Enver’s points

-Andrea speaks against and agrees with Enver

-Christina explains her reasoning

- Linda comments with regards to being the only BU that allows people to run from the floor
- Andrea finds all of these motions completely unnecessary and discouraging
- Eunice agrees with Andrea's comment
- Linda closes

IN FAVOUR: 4

The screenshot shows a Microsoft Teams meeting window. The main content area displays a document titled "Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS 4.4 ELECTIONS". The document text includes sections for "Current: 4.4.2", "Current: 4.4.5", and "BIRT 4.4.2". A motion is being discussed, mentioning "Linda Lewicki" and "OTBU Executive". The meeting interface shows a list of participants on the right, including Crystal Leveille, Linda Lewicki, Christina Wagner, Drazenka Saric, Al Teshuba, Amy Taverner, Andrea DiPonti, Andrea Inglesi, Angela Dinica, and Carole Turner. The bottom of the screen shows a toolbar with various icons and a search bar.

OPPOSED: 13

This screenshot shows the same Microsoft Teams meeting window, but with a different set of participants listed on the right. The document content remains the same. The list of participants includes Enver Villanizar, Stephan Rogers, Jessica Calleja, Carole Turner, Siobhan Krasnozov, Andrea Inglesi, Al Teshuba, Amy Taverner, Andrea DiPonti, Angela Dinica, Lucia Goloiov, and Eunice Seney. The bottom of the screen shows the same toolbar and search bar.

PLUS Julie Pederson opposed

MOTION IS DEFEATED

TAKE A 5 MINUTE BREAK – 7:31 PM

12

Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS
4.4 ELECTIONS

BIRT if 4.4.6 from the tabled motions is passed during this AGM and 4.4.5 is removed as per previous motion, the new 4.4.6 will become 4.4.5.

Moved By: Linda Lewicki

Seconded By: OTBU Executive

Withdrawn by the mover due to outcome of one of the above motions.

13

Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS

BIRT Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS be amended by the addition of a new subsection, **4.6 VIRTUAL MEETINGS** and include, en bloc, the addition of a new **4.6.1**, **4.6.2**, **4.6.3**, and **4.6.4** so that it reads

4.6 VIRTUAL MEETINGS

4.6.1 The virtual membership meeting(s) will be held on a computer/phone platform selected by either the provincial office, the district office, or the OTBU Executive. The platform in use will be approved by the Executive during an executive meeting prior to the membership meeting.

4.6.2 There will be a process for verification of membership for those participants who wish to enter the specified meeting. This may include, requesting members to RSVP and having the executive verify the membership attendance through a list. A virtual verification process will be in lieu of an attendance signature list.

4.6.3 A voting process will be predetermined if voting is required. Example: asking who is in favour/opposed or using the OSSTF Voting Centre or other Executive approved voting platform.

4.6.4 Results of a vote will be announced by one of the Executive members or the Chair of the meeting (i.e. that motion is carried or these are the results (similar to in-person meetings)).

Moved By: Christina Wagner

Seconded By: OTBU Executive

-Christina opens debate

-Enver asks a question

-Christina explains that some virtual platforms have capacity limits

CARRIED

Bylaw 6 TIME RELEASE

Current 6.1.1 The President of the OTBU will have the equivalent of 0.5 FTE release time for executive duties.

BIRT Bylaw 6.1.1 be amended to include the addition of new language, so that it reads:

6.1.1 The President of the OTBU will have the equivalent of 0.5 FTE release time for executive duties. **As a contingency plan for Presidential Time Release: due to extreme conditions, pandemic conditions, and/or an exorbitant increases in individual membership numbers of active bodies such that they are in excess of 25% of FTE cap, the President may access up to 1.0 FTE during portions of the year when it becomes necessary, with the approval of the OTBU Executive. Any excess time above the 0.5 FTE release time will be recorded with reasons noted and kept on file.**

Moved By: Linda Lewicki

Seconded By: OTBU Executive

-Linda opens and speaks to the motion in that currently the President has worked 1.0 LTO and only has gotten paid for .5 / half time.

-Christina speaks to the motion and gives her experience of this past year trying to keep up with membership needs.

-Enver opposes the motion. Feels that it could create a incentive for an OT to run for the position of President. Instead believes more people should be brought in to share the load.

-Linda speaks to the motion and explains the wording of the motion.

-Andrea speaks against the motion

-Drazenka speaks for the motion and how crazy it has been and that it's just not possible for a .5 time release to be able to do this job.

-Enver rises to the point of order and feels it is a conflict of interest to have Christina not be part of the conversation as it makes it too personal, and he is uncomfortable.

-Christina adds more info

-Scott believes that the OT time release should absolutely be a 1.0 FTE as it would allow a person to be able to do their job and not give up the ability to work and needs to be considered in the future.

-Drazenka explains that it is not about Christina its about the position of President

-Linda agrees that the job of OTBU President absolutely more than a .5 FTE

-Andrea feels it should not be disguised this way if it is something that Exec

-Linda closes

Microsoft Office Home

2020 - Evernote

Mail - Crystal-Valley - Outlook

OT AGM 2021 (Meeting) | M

+

← →

teams.microsoft.com/...#pre-join-calling/19:meeting_OTZhYjRlbnR5ZS90ZGZlT2pZWMMjNjYzSzYjYjNjQ@thread.v2

...

☆

+

...

Microsoft Teams

Search

Activity

Chat

Teams

Calendar

Call

Files

...

Apps

More

OT AGM 2021 Bookings

12

13

14

15

16

17

18

19

20

21

14

Bylaw 6 TIME RELEASE

Current 6.1.1 The President of the OTBU will have the equivalent of 0.5 FTE release time for executive duties.

BIRT Bylaw 6.1.1 be amended to include the addition of new language, so that it reads:
6.1.1 The President of the OTBU will have the equivalent of 0.5 FTE release time for executive duties. As a contingency plan for Presidential Time Release: due to extreme conditions, pandemic conditions, and/or an exorbitant increase in individual membership numbers of active bodies such that they are in excess of 25% of FTE cap, the President may access up to 1.0 FTE during portions of the year when it becomes necessary, with the approval of the OTBU Executive. Any excess time above the 0.5 FTE release time will be recorded with reasons noted and kept on file.

Moved By: Linda Lewicki
Seconded By: OTBU Executive

Rationale: As seen this year, there are lot of extra issues occurring during extraordinary times such as a pandemic. The President would not have been able to do a 1/2 time LTA as the Presidential role exceeded the average 1/2 release time and even taking daily calls would have been impossible at times. This ensures, that the President, being the only time release officer, can access additional time release only if needed, and approved by the Executive during an emergency situation. If the cap is approximately 160 FTE, we could have scenarios where our cap is close to 160 FTE but we have 190-200 active members. By having the option of a 1.0 time release, this would ensure that the President could access time to manage the membership effectively (TBU has approx. 800 members with 3 full time release officers, 266/officer).

15

Bylaw 6 TIME RELEASE

BIRT Bylaw 6 be amended to include a new section 6.1.4, so that it reads:
6.1.4 If there is a following year as: [blue box]unds, these can be used/dispersed in the ndbook.

+11

JP

CT

DS

DW

AI

EV

ES

LL

CW

PP

People

Invite someone

Share invite

Currently in this meeting (23)

Mute all

Crystal Leveille
Organizer

Erner Villamizar
Outside your organization

Stephan Rogers
Outside your organization

Carole Turner
Outside your organization

~~~~~Scott Hunt (Gu...  
Guest

Amy Tawerner  
Outside your organization

Andrea DiPonti  
Outside your organization

Andrea Inglesi  
Outside your organization

Angela Dinica  
Outside your organization

Carrie Martin  
Outside your organization

Christina Wagner (Guest)

**MOTION IS CARRIED**

15

## Bylaw 6 TIME RELEASE

BIRT Bylaw 6 be amended to include a new section **6.1.4**, so that it reads:

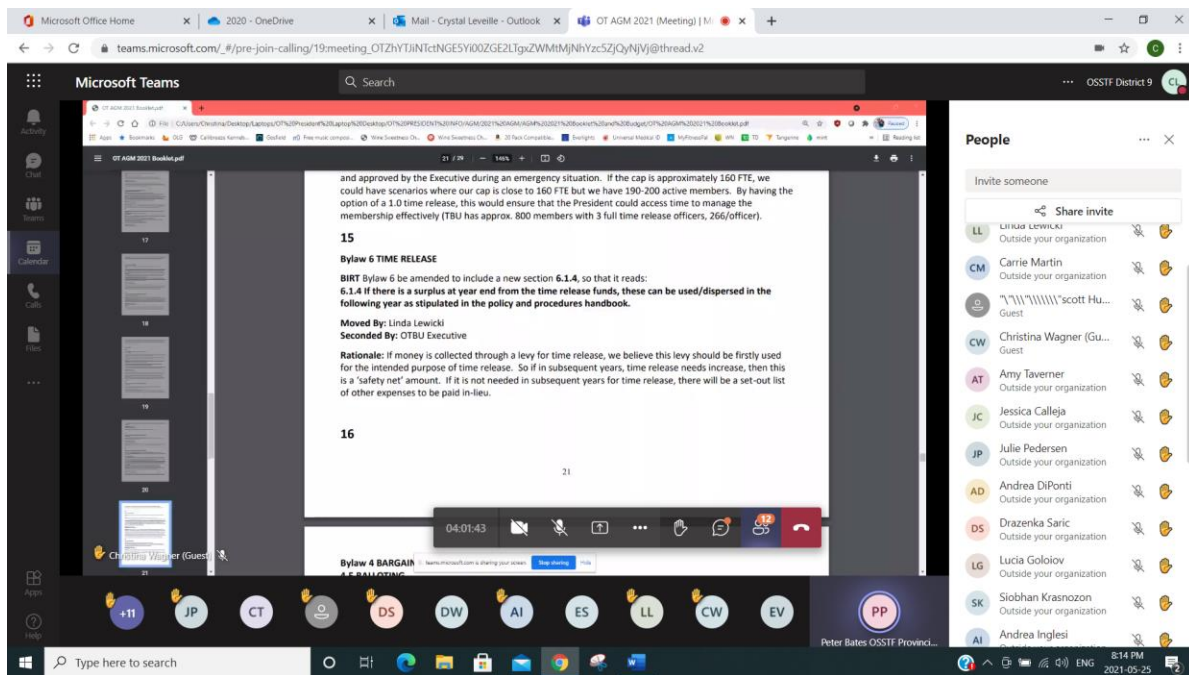
**6.1.4 If there is a surplus at year end from the time release funds, these can be used/dispersed in the following year as stipulated in the policy and procedures handbook.**

**Moved By:** Linda Lewicki

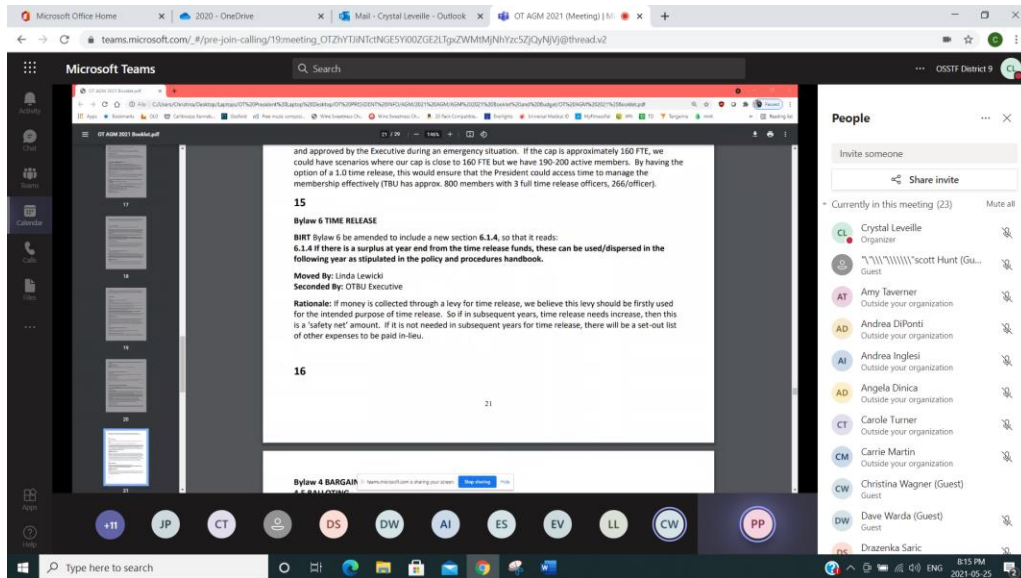
**Seconded By:** OTBU Executive

-Linda opens

IN FAVOUR:12



OPPOSED:0



ABSTAIN:

2

ENVER NOT VOTING DUE TO A CONFLICT OF INTEREST

**MOTION IS CARRIED**

16

## **Bylaw 4 BARGAINING UNIT MEETINGS AND ELECTIONS**

### **4.5 BALLOTING**

**BIRT** Bylaw 4.5 be amended with the addition of a new **4.5.3** so that it reads:

**4.5.3 For the ‘in-person’, physical venue meetings, once the successful candidate for a position has been declared, the tally for the votes will be held in confidence with scrutineers for each nominated person allowed to be present during the counting of the votes and the tally will not be recorded, and the ballots will be destroyed.**

**Moved By:** Linda Lewicki

**Seconded By:** Scott Hunt

-Linda opens debate

-Enver proposes an amendment

Mover agrees to amend as above.

Vote: In favour 13 (no screen shot was typing amendment)

**CARRIED**

## **LATE MOTIONS:**

## 23

BIRT the OSSTF D9 OTBU executive establish a number of honorariums for member(s) to create full digital courses for use by other members for the 2021-2022 school year.

**Moved By:** Enver Villamizar

**Seconded By:** Courtney Woodward

- Enver opens debate
- Eunice asks for a percentage of funds for this motion
- Linda mentions she feels that this could fall under the surplus motion that was just passed
- Christina speaks against this particular motion
- Andrea explains that this should be moved to the surplus motion as f)
- Stephan questions the quality of courses that could come out
- Linda speaks against the motion
- Enver closes debate

IN FAVOUR: 4

OPPOSED: 9

**DEFEATED**

## 24

BIRT the OSSTF D9 OTBU executive establish a fund to be used by daily OT members in the event that they require a sick day to get vaccinated against covid19

- b. BIFRT it is the position of the OTBU that sick days should be provided by the employer.

**Moved By:** Enver Villamizar

**Seconded By:** Carol Turner

- Enver opens and explains that this motion was put forward before the government allowed 3 sick days and asks Exec to clarify if the OT's can use these days.
  - Linda proposes a friendly amendment....to add: and it is not covered by the Government or the Board.
  - Christina is confused by the motion and explains we are not set up to pay members salary.
  - Enver answers
  - Christina proposes an amendment or addition
  - Andrea comments.
  - Linda comments that the word sick days should be removed
  - Enver
  - Christina
  - Stephan comments that this could be an expensive venture
  - Andrea comments that is most certainly does not need to be a full day
  - Linda comments
  - Siobhan requests to call the question
- Motion to call the question: IN FAVOUR:10



IN FAVOUR OF THE MOTION: 9  
OPPOSED: 3

**CARRIED**

**25**

BIRT the position of the OTBU is that hiring to contracts or Long-Term positions should be based on qualifications and seniority.

**Moved By:** Enver Villamizar

**Seconded By:** Stephen Rogers

- Enver opens debate
- Christina comments
- Scott comments that he will never take any other position
- Linda comments
- Enver comments he is surprised at the comments and debate of this motion and that the union should stand together and take this position.
- Andrea asks a question with regards to a previous comment about people getting contracts who 'stepped up'
- Linda would like to call the question, chair decided Enver already closed debate

IN FAVOUR: UNANIMOUS

m. Presentation of Policy/Procedures Updates/Motions

Policy

**17**

**Policy PROTOCOL FOR DRAFT AGENDA FOR THE AGM**

*\*\*\*Pending Bylaw 2.5 and 4.4 are approved*

**BIRT** the policy - Protocol for Draft Agenda for the AGM; 13 ELECTIONS be amended so that it reads:

Educational Services / **Member Engagement** Officer

**Moved By:** Christina Wagner

**Seconded By:** OTBU Executive

- Christina explains that it reflects that this motion has already passed

IN FAVOUR: 13

OPPOSED: 0

ABSTAIN: 1

**CARRIED**

## Policy EXECUTIVE COMPENSATION

*\*\*\*Pending approval of changes to Bylaw 6.1.1 and 6.1.4 (TIME RELEASE)*

**BIRT** the Policy section will be amended under EXECUTIVE COMPENSATION section 1, with the addition of **a)** and a **new b)** such that it reads:

1) President's Allotted Days of Paid Work

**a)** The President will be paid according to LTA rates (on salary grid) according to Bylaw 6.1 (for 2.5 days per week (1/2 time position)).

**b) President's Emergency/Pandemic/Membership Overage: If this compensation overage is used (as approved through the OTBU Executive), a record will be kept of the extra days paid out and the general nature of the 'emergency' will be recorded in Executive meeting minutes.**

**Moved By:** Linda Lewicki

**Seconded By:** OTBU Executive

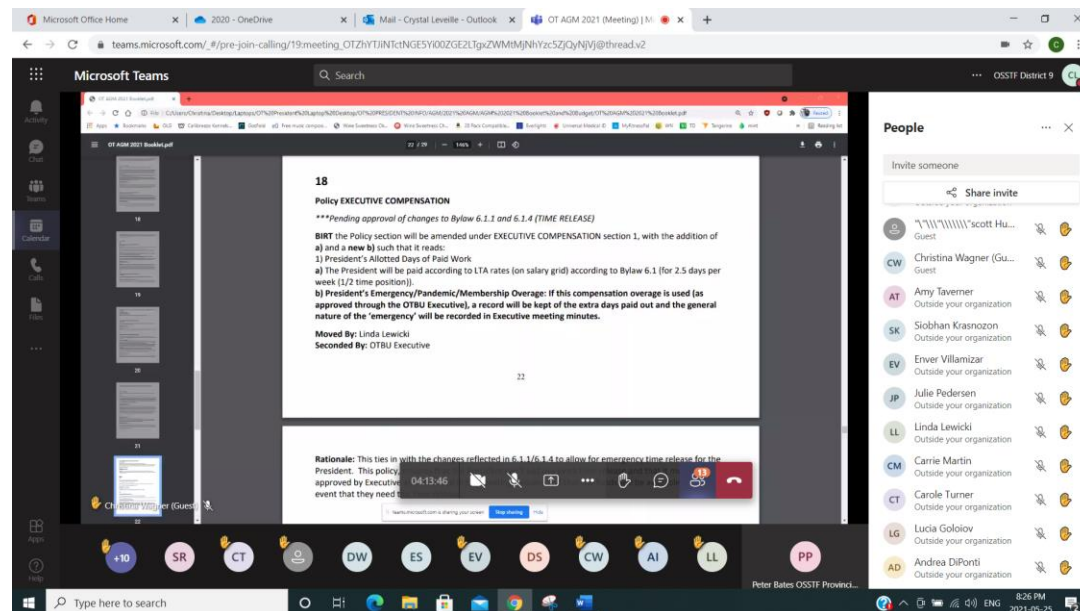
-Linda opens

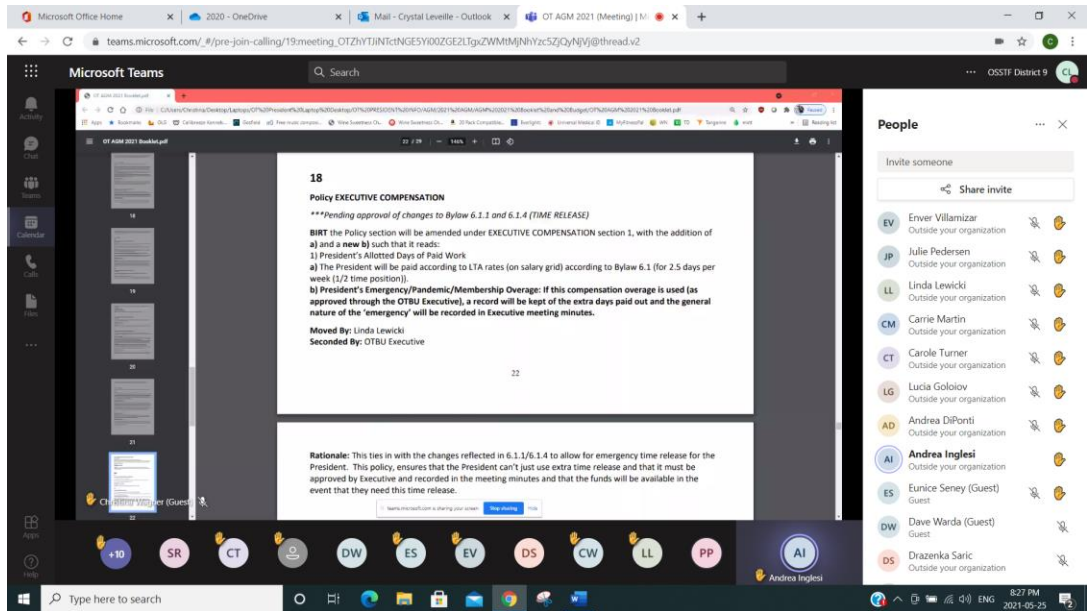
-Christina explains this this reflects the carried motion

-Andrea wanted to point out that the motion says grid pay

-Linda closes and explains grid pay

IN FAVOUR 14 PLUS Drazenka 1= 15:





OPPOSED: 0  
 ABSTAIN: 1  
**CARRIED**

## Policy EXECUTIVE COMPENSATION

*\*\*\*Pending approval of changes to Bylaw 6.1.1 and 6.1.4 (TIME RELEASE)*

**BIRT** the Policy section will be amended under EXECUTIVE COMPENSATION section 3, with the addition of wording such that it reads:

### 3) President's Access to Paid Benefits

The president will have full access to LTA benefits, with the bargaining unit providing payment of the benefits according to the LTA prorated release time as determined by the Policy for 'President's Allotted Days of Paid Work' and adding another 5% above that release time **budget to cover** up to a max of 100% coverage. The extra original amount that is added (5%) accounts for days worked at the provincial level but not counted toward the salary grid pay. **The president may collect back extra money paid out for the benefit premiums post June of the affected year if the official time release (due to emergency access, etc.) exceeds 0.5 FTE at the LTA rate.**

**Moved By:** Linda Lewicki

**Seconded By:** OTBU Executive

-Linda opens

-Andrea asks for clarification on the motion

-Christina explains the last two have not used the benefits

-Linda closes

**IN FAVOUR: 13**

The screenshot shows a Microsoft Teams meeting interface. The main window displays a document titled "Policy EXECUTIVE COMPENSATION" with the following content:

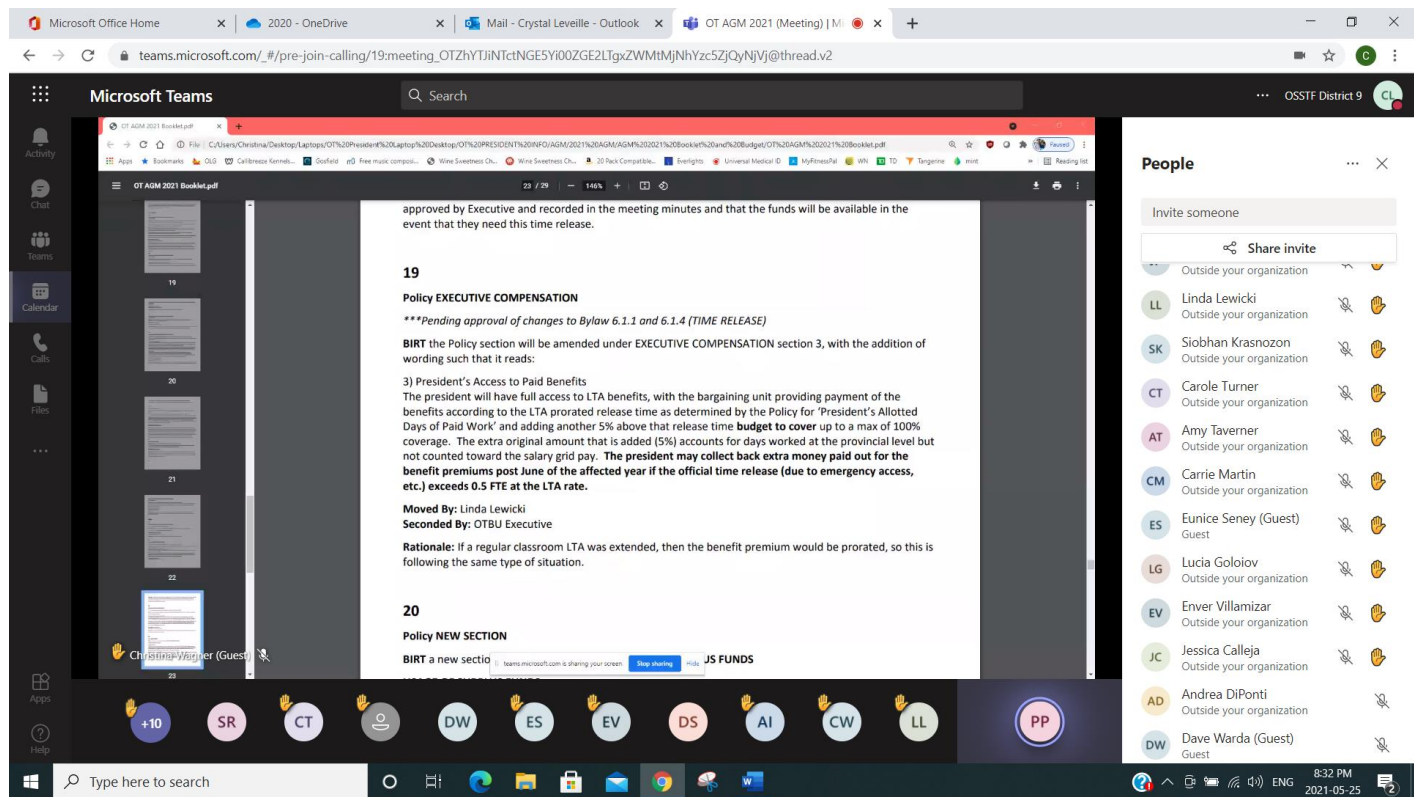
**19**  
**Policy EXECUTIVE COMPENSATION**  
*\*\*\*Pending approval of changes to Bylaw 6.1.1 and 6.1.4 (TIME RELEASE)*  
**BIRT** the Policy section will be amended under EXECUTIVE COMPENSATION section 3, with the addition of wording such that it reads:  
 3) President's Access to Paid Benefits  
 The president will have full access to LTA benefits, with the bargaining unit providing payment of the benefits according to the LTA prorated release time as determined by the Policy for 'President's Allotted Days of Paid Work' and adding another 5% above that release time **budget to cover** up to a max of 100% coverage. The extra original amount that is added (5%) accounts for days worked at the provincial level but not counted toward the salary grid pay. **The president may collect back extra money paid out for the benefit premiums post June of the affected year if the official time release (due to emergency access, etc.) exceeds 0.5 FTE at the LTA rate.**  
**Moved By:** Linda Lewicki  
**Seconded By:** OTBU Executive  
**Rationale:** If a regular classroom LTA was extended, then the benefit premium would be prorated, so this is following the same type of situation.

Below the document, a "20 Policy NEW SECTION" is visible, starting with "BIRT a new section".

The right sidebar shows a list of participants in the meeting:

- AI: Andrea Ingles (Outside your organization)
- CW: Christina Wagner (Guest)
- JP: Julie Pedersen (Outside your organization)
- LL: Linda Lewicki (Outside your organization)
- SK: Siobhan Krasnozou (Outside your organization)
- CT: Carole Turner (Outside your organization)
- AT: Amy Taverner (Outside your organization)
- CM: Carrie Martin (Outside your organization)
- ES: Eunice Seney (Guest)
- LG: Lucia Goloiov (Outside your organization)
- EV: Enver Villamizar

The bottom of the screen shows the Windows taskbar with the time 8:32 PM and date 2021-05-25.



OPPOSED: 0

ABSTAIN: 1

**CARRIED**

## Policy NEW SECTION

**BIRT** a new section be added to the Policy, **USAGE OF SURPLUS FUNDS**

### **USAGE OF SURPLUS FUNDS**

#### **1) Time Release**

a) if there is a surplus at year end from the time release funds, these will first be used/dispersed in the following year for any extra President/executive time release needs as approved by the OTBU Executive

b) should there be surplus funds after 1a above, then the funds can be dispersed for other needs as approved by the Executive (or as seen in the surplus list in 2 below).

**2) General Surplus:** funds in the equity account can be used to top up existing budget lines or fund certain items listed below, but not limited to (with Executive approval).

a) to top up budget lines and accommodate for any reductions in provincial FTE bargaining unit funding from year to year to cover any deficits and budgetary over-expenditures that was not accounted for

b) time release for members (training, AMPA delegates/alternates for pre-AMPA meetings, etc.)

c) donations to assist members/community causes (i.e. education is a right podcast, united way, gift cards to be used as swag to assist members if work is slow, etc.)

d) funding for special activities (i.e. political action rallies/events, strike/job sanction activities, member engagement activities not funded by provincial, district, or another budget line)

e) bursaries for members (such as a bursary to help offset costs for members to take additional qualification courses)

e) assist members financially after all other avenues, such as OSSTF benevolent fund have been used for extreme emergencies and with the approval of executive, providing funds are available

**Moved By:** Christina Wagner

**Seconded By:** OTBU Executive

-Christina opens debate

-Enver speaks against the motion in that it is too vague

-Drazenka explains the reason for the excess of time release funds

-Andrea speaks against the motion and proposes an amendment

-Linda speaks to the motion and gives more explanation of the surplus funds

-Eunice states that the above motion is too vague and it should be presented in more detail

-Christina explains that this is the first time for surplus language and will allow the Exec to start discussing using the surplus which cannot be done until there is language

-Scott speaks in favour of the motion

-Eunice thinks there should be ballpark limits before voting as it's too open ended

-Christina answers

-Stephan asks Scott to clarify his comment

-Scott replies that these excess funds could be used to engage members that would help make changes

-Andrea proposes another possibility to use the funds in adding f)

-Request to call the question, IN FAVOUR: 15

IN FAVOUR OF THE MOTION: 12

**CARRIED**

Enver removed himself from the vote as a conflict of interest.

21

**Policy NEW SECTION**

**BIRT** a new section be added to the Policy, **SOCIAL MEDIA**

**SOCIAL MEDIA**

**1) Any social media accounts bearing the name ‘OSSTF OT’ or ‘OSSTF D9 OTBU’ shall be owned and operated through the OTBU, and the President will be listed as the owner/administrator. These social media accounts may include such sites as Facebook, Twitter, Instagram, etc. The President will be responsible to designate any other administrators as needed. When a newly elected President takes office, the ownership/administrator status will be transferred from the previous President to the new President.**

**2) OTBU Executive Passwords**

**If there are any passwords used in social media, the President’s email, and other pertinent Executive accounts, the President will make the Vice President aware of where the codes are located, and as well, the President will provide the OSSTF D9 Office Manager with copies of these password codes.**

**Moved By:** Linda Lewicki

**Seconded By:** OTBU Executive

-Linda opens

No speakers

IN FAVOUR: 15

**CARRIED**

22

**Policy NEW SECTION**

**BIRT** a new section be added to the Policy, **CAP/HIRING OTs**

**CAP/HIRING OTs**

**1) As per the current Collective Agreement (L17.2a - 2019-2022) the board will be seeking the agreement of the Occasional Teacher President before doing any hiring above the cap. The President will bring the board’s hiring request to the executive for consultation. This can be done through email if it’s a time sensitive decision when the board needs to hire above the cap.**

**2) It is understood that in an emergency situation, there may not be time to get Executive approval if it is an immediate need for a hire above the cap to accommodate a specified qualification area.**

**Moved By:** Christina Wagner

**Seconded By:** OTBU Executive

-Christina opens



- Scott comments
- Enver proposes an amendment to strike 2)
- Christina declines and explains why it is needed

Enver submits amended motion to:

**BIRT** a new section be added to the Policy, **CAP/HIRING OTs**

**CAP/HIRING OTs**

**1) As per the current Collective Agreement (L17.2a - 2019-2022) the board will be seeking the agreement of the Occasional Teacher President before doing any hiring above the cap. The President will bring the board's hiring request to the executive for consultation. This can be done through email if it's a time sensitive decision when the board needs to hire above the cap.**

Seconded by Carole Turner

- Enver opens debate
- Andrea speaks for striking #2 and for the motion
- Scott speaks for the original motion
- Eunice speaks on experience of the motion

Go to vote on the amended motion

IN FAVOUR OF THE AMENDING MOTION: 7

OPPOSED TO THE AMENDED MOTION: 6

ABSTENTIONS: 1

**CARRIED** (simple majority)

IN FAVOUR OF ORIGINAL MOTION WITH AMENDMENT: 14

**CARRIED**

- n. Executive Reports 9:46 p.m. No questions.
- o.** President's Final Remarks 9:47 p.m.
- p.** Adjournment 9:51 p.m.