CONSTITUTION AND BY-LAWS

OF THE

TEACHERS' BARGAINING UNIT

OF THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 9

JULY 1, 2024

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CONSTITUTION OF THE OSSTF TEACHERS' BARGAINING UNIT
DISTRICT 9
GREATER ESSEX COUNTY

ARTICLE I - DEFINITIONS

1. In this Constitution and Bylaws
   a) "AMTA" shall mean Annual Meeting of the Teachers' Assembly

   b) "AMTA delegate" shall mean a member at AMTA, chosen in accordance with Bylaw 10.

   c) "Branch" shall mean a branch organization of OSSTF-TBU.

   d) "By-laws" shall mean standing rules governing the membership of OSSTF-TBU made under this Constitution on matters of internal regulations and matters which are entirely within the control of OSSTF-TBU.

   e) "Chairperson" shall mean the Presiding Officer of an official body of OSSTF-TBU, and may be used in addition to elected titles such as President.

   f) "Constitution" shall mean a system of fundamental principles according to which OSSTF-TBU is governed, and the basic organization of OSSTF-TBU.

   g) "Day" shall mean calendar day unless specified to mean school day.

   h) "District" shall mean a District Organization of the OSSTF.

   i) "FTE" shall mean Full Time Equivalent.

   j) "Member" shall mean Active Member except where otherwise stated.

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

   l) "OSSTF-TBU" shall mean the Ontario Secondary School Teachers' Federation – Teacher Bargaining Unit.

   m) "Policy" shall mean a stand or position taken by OSSTF-TBU in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of OSSTF-TBU.

   n) "TBU" shall mean Teachers' Bargaining Unit.

   o) "Workplace" shall be any location where an OSSTF-TBU Member is employed.

   p) "JEAP" shall mean Joint Employee Assistance Program.

ARTICLE II - NAME AND MEMBERSHIP

1. The name of the Greater Essex County OSSTF Teachers' Bargaining Unit shall be OSSTF District 9, Teachers' Bargaining Unit.

2. A Member must be a Member in good standing of OSSTF, and in the employ of the Greater Essex County District School Board as a secondary school teacher.

ARTICLE III - ORGANIZATION

1. There shall be a Teachers' Bargaining Unit Executive consisting of:

   a) Past President (non-voting)
   b) President
   c) Vice-President
   d) Treasurer
   e) Secretary
   f) Contract Maintenance Officer (non-voting)
   g) The Educational Services Officer
   h) Communication/Political Action Officer
   i) Faculty Liaison Officer
   j) New Teacher Representative
   k) Health and Safety Officer
   l) Executive Officer
   m) Equity, Anti-Racism & Anti-Oppression Officer

2. There shall be a Teachers' Council consisting of:
   a) the following voting Members:
      I all voting Members of the Bargaining Unit Executive;
      II (i) the Branch President from each of the Branches; or
      (ii) in the absence of the Branch President, the Branch Vice President; or
      (iii) in the absence of the Branch President and Branch Vice President, the Branch Collective Bargaining Committee representative; or
      (iv) in the absence of the Branch President, the Branch Vice President and the Branch Collective Bargaining Committee Representative, another member of the Branch Executive appointed by the Branch President.

   b) the following non-voting Members:
      I Chairpersons of Bargaining Unit Standing Committees not covered in 2a; and
      II non-voting Members of the Bargaining Unit Executive.

   c) Notwithstanding the above, the Contract Maintenance Officer may participate in elections or appointments by secret ballot.

3. Any Member of the Teachers' Bargaining Unit that is a Member in good standing may attend meetings of the Teachers' Council as a non-voting member.

ARTICLE IV - MEETINGS

1. There shall be an Annual Meeting of Teachers' Assembly to represent the membership at large and consisting of:
    (a) Voting members as follows:
        (1) Delegates to the Teachers' Assembly chosen in accordance with the Bylaws;
        (2) Members of the Bargaining Unit Executive.

    (b) Non-Voting members as follows:
        (1) Chairpersons of Standing Committees;
        (2) Any Member of the Bargaining Unit not mentioned above.

2. The Teachers' Assembly shall be held no later than May 31st each year.

3. The business of the Teachers' Assembly will be:
    (a) To elect a Bargaining Unit Executive in alternating years;
    (b) To receive written reports of all Bargaining Unit Officers;
    (c) To adopt constitutional amendments of the Bargaining Unit Constitution or its By-Laws which do not contravene the OSSTF/FEESO Constitution and Bylaws or the District Constitution;
    (d) To approve the budget and/or levy of the Teachers' Bargaining Unit; and
    (e) To conduct such other business as arises from the Members present at the Teachers' Assembly.

ARTICLE V - AMENDMENTS

1. Amendments to this Constitution may be made at AMTA:

    a) By a two-thirds vote of the Members qualified to vote, present and voting, provided that the notice of the amendment shall have been given in writing to the Secretary fifteen (15) days prior to AMTA.

    b) By a nine-tenths vote of the Members qualified to vote, present and voting, previous notice in (a) above not having been given.

2. On time amendments to the Constitution shall be published to the Membership at least five (5) school days prior to AMTA.

ARTICLE VI – STANDING COMMITTEES

1. The Executive may establish a committee of Bargaining Unit members to facilitate the management of the affairs of the Bargaining Unit in accordance with this Constitution.

BY-LAWS

BYL1 THE COLLECTIVE BARGAINING COMMITTEE [CBC]

a) The CBC shall consist of the Contract Maintenance Officer who shall be the chairperson of the CBC, the Bargaining Unit President and one representative for each school/workplace unit.

b) The CBC shall be empowered to survey Members and develop a negotiating brief, which will be brought to the Executive for approval.

c) During negotiations, the Table Team will be selected by majority vote of CBC and approved by the Executive. The Table Team may include other than committee Members.

d) The Table Team shall submit all tentative agreements to the CBC and Executive for their consideration, prior to submission to the Membership.

e) No contract offer regarding salary, working conditions, fringe benefits or other matters shall be deemed to have been accepted until ratified by a majority of the Membership of the Bargaining Unit qualified to vote and voting.

f) Between presentation of the proposed agreement to the Membership and a ratification vote, there will be a 48-hour period of study of the proposals by the Membership.

g) When a tentative collective agreement between the Greater Essex County District School Board and the Teachers' Bargaining Unit of District 9 OSSTF has been submitted to and approved by a majority of the teachers in a legally sanctioned ballot, the President and Contract Maintenance Officer will sign on behalf of District 9 as soon as possible after such ratification and the ratification by the Board, or explain to the Membership at a general meeting why they withheld their signatures.

h) It is understood that when the Provincial OSSTF resumes Provincial Responsibility for negotiations that the Provincial Executive member shall be in sole charge of all activities pertaining to negotiations of the Bargaining Unit as per the OSSTF/FEESO Constitution and By-Laws.

i) The CBC shall recommend a candidate for the position of Contract Maintenance Officer to the Bargaining Unit Executive and Teachers' Council for the term of office.

BYL2 THE EDUCATION SERVICES COMMITTEE

The Educational Services Committee shall:

a) Consist of one representative from each branch and the Bargaining Unit Educational Services Officer;

b) Implement programs, local and provincial, which promote the educational and professional teaching goals of OSSTF; and

c) Implement and initiate professional development opportunities for the Members of the Bargaining Unit.

BYL3 THE COMMUNICATION AND POLITICAL ACTION COMMITTEE

The Communication/Political Action Committee shall:

a) Consist of one representative from each branch and the Bargaining Unit Communication/Political Action Officer;

b) Implement programs, local and provincial, which promote the educational and professional teaching goals of OSSTF; and

c) Implement and initiate professional development opportunities for the Members of the Bargaining Unit.

BYL4 SPECIAL AD-HOC COMMITTEES

Special or ad-hoc committees shall be established from time to time:

a) To meet the needs of the Membership; and

b) To meet the requirements of the Collective Agreement with the Greater Essex County District School Board.

BYL5 ELECTION OF BRANCH PRESIDENTS/DISTRICT COUNCILLORS

a) Each Branch will elect annually a representative to serve as Branch President / District Councillor.

b) The Bargaining Unit Executive will appoint additional District Councillors from the Bargaining Unit to meet the requirements of Article 2.2.1.2 of the District 9 Constitution as follows:

1. (i) the Branch President from each of the Branches; or
   (ii) in the absence of the Branch President, the Branch Vice President; or
   (iii) in the absence of the Branch President and Branch Vice President, the Branch Collective Bargaining Committee representative; or
   (iv) in the absence of the Branch President, the Branch Vice President and the Branch Collective Bargaining Committee Representative, another member of the Branch Executive appointed by the Branch President.
2. In the absence of representatives from all branches, the TBU President will appoint members of the Bargaining Unit Executive to fill the remaining voting TBU positions on the District Council.

BYL6 PROCEDURAL ORDER OF MEETINGS

All duly constituted meetings of the Bargaining Unit shall be conducted in accordance with the Rules of Order adopted by the Annual Meeting of the Provincial Assembly and outlined in the OSSTF Constitution and Bylaws.

BYL7 REMUNERATION

Mileage at the rate consistent with the Provincial OSSTF, shall be paid to all Members attending meetings specially designated by the Bargaining Unit; except for AMTA and Professional Development Days.

BYL8 AMENDMENTS

a) Amendments to these By-Laws may be made at AMTA:

i) By a majority of the Members qualified to vote, present and voting, provided that notice of the amendment shall have been given in writing to the Secretary fifteen (15) days prior to AMTA.

ii) By a three-quarters vote of those Members qualified to vote, present and voting, previous notice as outlined in (a) above not having been given.

b) On-time amendments of the By-Laws shall be published to the Membership at least five (5) school days prior to AMTA.

BYL9 ELECTIONS

1. The following Bargaining Unit Officers and Representatives shall be elected in alternate years by the Bargaining Unit Membership at AMTA:

I	President
II	Vice-President
III	Treasurer
IV	Secretary
V	Bargaining Unit Educational Services Officer
VI	Communication/Political Action Officer
VII	Executive Officer (in years with no Past President)
VIII	Faculty Liaison Officer
IX	New Teacher Representative
X	Health and Safety Officer
XI	Equity, Anti-Racism & Anti-Oppression Officer

2. Any Member of the Teachers' Bargaining Unit in good standing is eligible to run for any position mentioned above.

3. Elections shall be held prior to the District Annual Meeting.

4. Notice of Bargaining Unit elections shall be sent to the Bargaining Unit Membership four (4) weeks prior to the date of the elections.

5. Advanced nominations will be open until three (3) weeks prior to the elections.

6. The Membership will be informed of advanced nominations received at least one (1) week prior to the elections.

7. For eligibility to executive positions, nominations must be submitted no later than three (3) weeks prior to AMTA. Notwithstanding the above, nominations for an Executive position will be accepted from the floor only if no on-time nominations have been received for such position.

8. The OSSTF Secretariat Liaison or designate will conduct the elections.

9. Elections shall be conducted by secret ballot.

10. An unsuccessful candidate for one office may declare his/her candidacy for another office.

11. All candidates may speak to their candidacies for a period not to exceed three (3) minutes, except for candidates for the position of President who may speak for up to five (5) minutes.

12. All nominations must be moved and seconded by Members in good standing.

BYL10 DELEGATES TO AMTA

a) Delegates to the Annual Meeting of Teachers' Assembly (AMTA) shall be elected by each Branch no later than 5 weeks prior to AMTA. Notwithstanding the election timeline, delegate names must be finalized no later than 4 weeks prior to AMTA to move the AMTA delegate election process before staffing begins.

b) The Branch President or designate shall be the delegation leader to AMTA.

c) Each Branch shall elect one delegate for each 8 members or a major part thereof.

d) FTE calculations will be based on the most recent spreadsheet provided to the District Staffing Committee.

e) Notwithstanding part (c), each Branch shall be entitled to at least one delegate.

f) In the event that a delegate is unable to attend AMTA, the Branch President shall appoint a substitute. The substitute shall be chosen, in descending order of vote count, from the other members who were nominated in the Branch AMTA Delegate elections, If there are no other nominated members, or if those nominated members decline the appointment, other members can be appointed as substitutes.

g) AMTA delegates shall serve as liaisons between the Branch and the Assembly.

BYL 11 BRANCH ELECTIONS

a) Branch Executive - The election is to include a nomination process which includes a timeline for submitting nominations and, where 2 or more nominees are identified for a position, a set date for elections. Members shall not nominate themselves.

b) School Staffing Committee - The election is to include a nomination process which

includes a timeline for submitting nominations and, where there are more nominees than required, a set date for elections. Members shall not nominate themselves.

c) Delegates to AMTA - The election is to include a nomination process which includes a timeline for submitting nominations and, where there are more nominees than required, a set date for elections. Members shall not nominate themselves.

BYL12 QUORUM

1. Quorum at AMTA shall be 50% of the voting members identified in Article VIII (1) (a).

BYL13 GRIEVANCE OFFICER

a. report on a timely and regular basis to the Executive, Council and the Members and in so doing to respect the confidentiality of all Members in connection to said report;

b. attend approved provincial and/or District workshops pertaining to the grievance process;

c. confer with the President and/or the Grievance Committee, as required, in the evaluation of alleged grievances, analysis of relevant contract terms and the development of arguments and policies in pursuing the grievance procedure;

d. develop detailed knowledge of arguments and position of the Bargaining Unit on each grievance;

e. determine to what extent and in what areas legal counsel is required and seek advice from appropriate sources (i.e. Provincial/District); and,

f. consult with any Member who believes a grievance should be filed and to collect relevant information and advise the Member of:
    i. the ramifications if the Bargaining Unit assumes and pursues the grievance, and
    ii. the possible alternatives to a grievance and potential remedies for a grievance.

BYL14 GRIEVANCE PROCESS

The Grievance process shall be as follows:

1. A grievance shall be defined as any matter arising from the interpretation, application, or alleged violation of the Collective Agreement.

2. The Grievance Officer, in accordance with Bylaw 13 of this Constitution, and after consultation with Provincial Office Secretariat and/or legal counsel, shall make the decision whether the Bargaining Unit will file a grievance or grievances in accordance with the time lines established in the relevant articles of the Collective Agreement.

3. The Grievance Officer shall keep the Member informed of the status of the grievance including the decision, any denial of the grievance, and the rationale for the decision.

4. The Grievance Officer shall inform the Member of the right to appeal the decision, including a copy of this Bylaw, and a list of the Members of the Grievance Appeals Committee.

BYL15 GRIEVANCE APPEAL PROCEDURE

1. If a member disagrees with the decision of the grievance officer(s) to not file a grievance, the member may appeal this decision to the grievance appeals committee.

2. The grievance appeals committee will be composed of all TBU Executive members exclusive of grievance officers.

3. The member must make his/her appeal, including the Article on which it is based, in writing within two (2) school days of receiving the initial decision from the grievance officer.

4. Upon receiving the appeal from the member, the TBU Executive shall meet within three (3) school days to consider it.

5. The member making the appeal may attend this meeting to present his/her case.

6. The TBU Executive, after considering the appeal, shall notify the member in writing, of its decision within one (1) school day.

BYL 16 - AMPA DELEGATES AND ALTERNATES

a) AMPA Delegates shall be elected each year by the Bargaining Unit Membership at the October TBU Council meeting.

b) Any Member of the Teachers' Bargaining Unit in good standing is eligible to run for the position of AMPA Delegate or Alternate.

c) All nominations must be moved and seconded by Members in good standing.

d) Notice of AMPA Delegate and Alternate elections shall be sent to the Bargaining Unit Membership five (5) weeks prior to the date of the elections.

e) Nominations for the positions of AMPA delegates must be submitted no later than three (3) weeks prior to the October TBU Council meeting.

f) By two (2) weeks prior to the election, each candidate may submit a photo and up to 125 words which will be shared with the membership by the District Office.

g) The Membership will be informed of advanced nominations received at least one (1) week prior to the elections and be forwarded the information provided by the candidates in (f).

h) If there are more nominees than delegate positions, an election shall be held of the on-time nominees.

i) If there are insufficient on-time nominations to fill all AMPA delegate and alternate positions, nominations shall be accepted from the floor for the remainder of the positions. An election shall be held to determine the rank order of AMPA delegates and alternates from the late nominations.

j) All candidates and TBU members may attend the October TBU Council meeting and speak to their candidacies for a period not to exceed one (1) minute.

k) The OSSTF Secretariat Liaison or designate will conduct the elections.

l) Elections shall be conducted by secret ballot.

BYL17 - PRECEDENCE

1. This constitution shall take effect the July 1st following ratification by AMTA, and shall have precedence over any previous constitution of the Teachers= Bargaining Unit.

2. Any portion of this constitution which contradicts the OSSTF Provincial Constitution or the District Constitution shall be superseded by the terms of the Provincial or District Constitution.

BYL18 – FINANCES

1. The TBU budget shall be drafted by the Bargaining Unit Treasurer, in consultation with the TBU Executive, for approval at AMTA and shall:

a) Identify Revenue under the following categories
(i) Provincial Rebate
(ii) Levy (as percent and projected dollar value)
(iii) Projected income from Johnson Insurance
(iv) Amount to be transferred from Equity (assuming all budget lines spent)

b) Identify TBU Expenses for at least the following:
(i) Negotiations (broken down into CMO time release, CBC expenses, and Resumption expenses when applicable)
(ii) AMTA
(iii) Communications
(iv) Teacher Council
(v) Executive Expenses/Training
(vi) President/Vice President time release
(vii) Ed Services
(viii) Special Meetings
(ix) Locally funded training

(x) Miscellaneous Office Expenses
(xi) Health and Safety Training
(xii) Teacher Council Expenses
(xiii) Faculty Liaison Representative Expenses
(xiv) Membership Involvement
(xv) Leadership Development

c) "Reserves" shall mean the net accumulation of annual budget surpluses and/or deficits.

(i) In the event the reserves exceed $150 000, there shall be a reduction in the levy or a withdrawal made to the Benefit Fund to deplete the reserves below the $150,000 cap.

(ii) Expenditures from the reserves must be approved through a motion at a meeting of the TBU Council or at AMTA.

(iii) Funds from the reserves may be used to balance the budget, for time release costs, or for other special expenses as approved by the TBU Council.

2. Benefit Fund

a) The purpose of the Benefit Fund is to cover OSSTF health and dental premiums for TBU members that have met the 'change of definition' while on an approved Long Term Disability Claim.
b) The Benefit Fund will be funded using the Employment Insurance Rebate or a transfer from reserves as outlined in BYL16.1.c.i, as needed.
c) The Benefit Fund shall not go into a deficit
d) Should the Benefit Fund become financially unsustainable, impacted members will be notified at least 30 days in advance.

BYL19 – DUES AND LEVIES

a) the dues for Active Members shall be as prescribed in the Bylaws of Provincial OSSTF.

b) he levies for Active Members of the TBU shall be set at 0.133% to be deducted equally over the school year.

BYL20 – PROCEDURES & GOVERNANCE

1. a) The officers mentioned in Article III.1 shall be elected in alternate years at the Annual Meeting of the Teachers' Assembly (AMTA), with the exception of the Past-President, and Contract Maintenance Officer

b) The Collective Bargaining Committee shall recommend a Contract Maintenance

Officer for approval by the Bargaining Unit Executive and subsequent approval of the Teachers' Council.

c) In order to be eligible for the position of New Teacher Representative, a teacher must have less than 10 years experience in the bargaining unit at the time of the election.

c) The President, Vice-President and Contract Maintenance Officer shall be full time release positions.

2. a) The term of office for Members of the Executive shall be two years and shall begin July 1 of the year the election takes place.

b) The term of the Past President shall be for one year immediately following his/her leaving office as President.

3. Vacancies including temporary vacancies such as statutory/sick leaves during a term of office on the Bargaining Unit Executive shall be filled by a Member appointed by the Executive.

BYL21 – DUTIES OF THE BARGAINING UNIT OFFICERS

1. President

It shall be the duty of the Teachers' Bargaining Unit President:

a) to be the official representative of the secondary school teachers of District 9;

b) to call meetings of the Bargaining Unit Executive, Teachers' Council and General meetings;

c) to preside at all meetings of the Bargaining Unit Executive, Teachers' Council and General meetings or to appoint a designate to preside at these same meetings;

d) to be a Member of the Bargaining Unit Negotiating Team;

e) to be one of the signing officers for the Teachers' Bargaining Unit;

f) to assist Members of the Bargaining Unit on a day-to-day basis;

g) to attend District Council meetings;

h) to act as Bargaining Unit Grievance Officer in tandem with the Vice-President and the Contract Maintenance Officer;

i) to report in writing to the Membership at AMTA;

j) to represent the Bargaining Unit as a delegate at AMPA;

k) to carry out other duties assigned by the Bargaining Unit Executive;

l) to represent the Bargaining Unit at all meetings of the Provincial Council and its Teacher/Occasional Teacher Sector based workgroups and to report back to the Bargaining Unit;

m) to provide all Branch Presidents a copy of the agenda for Teachers' Council meetings at least 48 hours in advance of each Teachers' Council Meeting; and

2. Vice-President

It shall be the duty of the Vice-President:

a) to attend all Bargaining Unit Executive meetings and Teachers' Council meetings;

b) to perform the duties of the Bargaining Unit President in case of the latter's absence, resignation, removal from office, or death;

c) to report in writing to the Membership at AMTA;

d) to assist Members of the Bargaining Unit on a day-to-day basis;

e) to assist Members with Long Term Disability, Workplace Safety and Insurance Board claims and Employee Benefits;

f) to liaise with the Health and Safety Officer;

g) to act as Bargaining Unit Grievance Officer in tandem with the President and Contract Maintenance Officer;

h) to carry out other duties assigned by the Bargaining Unit Executive.

h) to represent the Bargaining Unit as a delegate at AMPA

i) to advise the membership at the annual meeting about the Employment Insurance Rebate

3. Treasurer

It shall be the duty of the Treasurer:

a) to attend all Bargaining Unit Executive meetings and Teachers' Council meetings;

b) to keep an account of all monies received and disbursed by the Bargaining Unit;

c) to report in writing to the Membership at AMTA;

d) to act as one of the signing authorities for authorization of payment by the District Treasurer;

e) to prepare a budget and present it at AMTA;

f) to work with other Bargaining Unit Treasurers and the District Treasurer;

g) to report on the Bargaining Unit finances at the Teachers′ Council;

h) to provide, at least semi-annually the Teacher Executive with financial reports, which include expenses to date for each budget line.

i) to carry out other duties assigned by the Bargaining Unit Executive.

4. Secretary

It shall be the duty of the Secretary:

a) to attend all Bargaining Unit Executive Meetings and Teachers' Council meetings;

b) to record and distribute all minutes of Executive, AMTA, Teachers′ Council and General Meetings of the Bargaining Unit;

c) to provide the membership, at least 5 school days prior to the meeting, an agenda, the minutes' of the previous year's meeting, and Committee reports.

d) to distribute the minutes of AMTA to the Branch Presidents at the September Council meeting;

e) to report in writing to the Membership at AMTA; and

f) to carry out other duties assigned by the Bargaining Unit Executive.

5. Past President

It shall be the duty of the Past President:

a) to attend all Bargaining Unit Executive meetings and Teachers' Council meetings;

b) to advise the Bargaining Unit Executive; and

c) to carry out other duties assigned by the Bargaining Unit Executive.

6. Contract Maintenance Officer

It shall be the duty of the Contract Maintenance Officer:

a) to attend and chair all Bargaining Unit Executive meetings and Teachers' Council meetings, and to report on the status of negotiations;

b) to keep the Bargaining Unit Executive informed on negotiations and Board Activities affecting terms and conditions of employment of Members of the Bargaining Unit;

c) to call and to preside over all meetings of the CBC;

d) to negotiate and maintain the collective agreement as chief negotiator;

e) to fulfill the term of office of Contract Maintenance Officer until the end of the school year in which a collective agreement is ratified or the term of the Collective Agreement

has been changed.

f) to act as grievance officer in tandem with the President and Vice President;

g) to assist Members of the Bargaining Unit on a day to day basis;

h) to report in writing on behalf of the CBC to the Membership at AMTA; and

i) to carry out other duties as assigned by the Bargaining Unit Executive;

j) to cast the vote on behalf of District 9 TBU on the approval of a central negotiations brief;

k) to represent the Bargaining Unit as a delegate at AMPA

7. Educational Services Officer

It shall be the duty of the Educational Services Officer:

a) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;

b) to attend all meetings of the Educational Services Committee;

c) to implement programs, local or provincial, in order to promote the educational and professional teaching goals of OSSTF;

d) to implement and to initiate professional development opportunities for the Members of the Bargaining Unit;

e) to liaise with the District Educational Services Officer;

f) to report in writing to the Membership at AMTA; and

g) to carry out other duties assigned by the Bargaining Unit Executive.

8. Communication/Political Action Officer

It shall be the duty of the Communication/Political Action Officer:

a) to work with the District Communication/Political Action Officer;

b) to provide communication with the Bargaining Unit Membership;

c) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;

d) to attend all meetings of the Communications/Political Action Committee;

e) to report in writing to the Membership at AMTA; and

f) to carry out other duties assigned by the Bargaining Unit Executive.

9. Executive Officer

It shall be the duty of the Executive Officer:

a) to report in writing to the Membership at AMTA;

b) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;

c) to carry out other duties assigned by the Bargaining Unit Executive; and

d) to act as Constitution Officer for the Bargaining Unit.

10. Faculty Liaison Officer

It shall be the duty of the Faculty Liaison Officer:

a) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;

b) to liaise with faculty and students of the University of Windsor, through attendance at meetings of the Faculty council, the University of Windsor Advisory group and/or other committees;

c) to work with the Bargaining Unit President to communicate information relating to OSSTF to University of Windsor Faculty of Education students;

d) to report on activities relating to the University of Windsor to the Bargaining Unit Executive;

e) to report in writing to the Membership at AMTA; and

f) to carry out other duties assigned by the Bargaining Unit Executive.

11. New Teacher Representative

It shall be the duty of the New Teacher Representative:

a) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;

b) to communicate to the Bargaining Unit Executive the specific interests of members with fewer than 10 years of experience;

c) to report in writing to the Membership at AMTA; and

d) to carry out other duties assigned by the Bargaining Unit Executive.

12. Health & Safety Officer

It shall be the duty of the Health & Safety Officer:

a) to attend all meetings of the Bargaining Unit Executive and Teachers' Council;
b) to represent the bargaining unit on any Health and Safety Committee with management and/or other unions;

c) to represent the bargaining unit on the District Health & Safety Committee;

d) to report in writing to the Membership at AMTA; and

e) to carry out other duties assigned by the Bargaining Unit Executive.

13. Equity, Anti-Racism & Anti-Oppression Officer

a) To attend all meetings of the Bargaining Unit Executive and Teachers' Council

b) To communicate to the Bargaining Unit Executive on Equity Issues

c) To liaise with the District &/or Employer Equity Committees

d) To report in writing to the Membership at AMTA; and

e) To carry out other duties assigned by the Bargaining Unit Executive

BYL22 - DUTIES OF THE EXECUTIVE

It shall be the duty of the Bargaining Unit Executive:

1. a) to ensure that Members receive fair representation under the Ontario Labour Relations Act;

b) to act as a Grievance/Arbitration Appeals Committee when necessary;

c) to assign Executive Members as liaisons to Board, District, or Bargaining Unit Committees as required;

d) to appoint Bargaining Unit members to be delegates to the Windsor and District Labour Council;

e) to appoint a Bargaining Unit Member as a representative on the GECDSB JEAP committee;

f) to appoint a Bargaining Unit Member as a second representative on the Teacher Education Liaison Committee (TELC);

g) to appoint Bargaining Unit Members as representatives on the Secondary Professional Development Fund committee;

h) to approve baselines for negotiations;

i) to appoint replacements to the Executive as required;

j) to perform all duties and responsibilities delegated to them under this constitution, by an Annual Meeting of AMTA, or by Provincial OSSTF;

k) to establish ad hoc committees when required;

l) to attend the Council Meetings;

m) to appoint and oversee additional District Councilors as per Article 2.2.1.2 of the District 9 Constitution as per Bylaw 5 of the TBU Constitution;

n) for each school year to name a designate, if so desired, and to name an alternate to substitute when necessary for the Bargaining Unit President at meetings of the Provincial Council and its Teacher/Occasional Teacher Sector based workgroups;

o) to approve and appoint a Contract Maintenance Officer, upon the recommendation of the Collective Bargaining Committee to be approved by the Teachers Council;

p) to develop a schedule for attendance of Bargaining Unit Executive members at Board Meetings;

q) Monitor the health of the Benefit Fund and make recommendations to the President to report at AMTA; and

r) approve the bargaining brief brought forward by the CBC.

BYL23 - DUTIES OF TEACHERS' COUNCIL

It shall be the duty of Teachers' Council:

1.a) to meet regularly for the purpose of:
- I) promoting the aims and objectives of the Teachers' Bargaining Unit of District 9, OSSTF;
- II) promoting the aims of OSSTF;
- III) promoting liaison between the Branches and the Bargaining Unit Executive;

b) to authorize the payment of expenses incurred by Members of the Bargaining Unit in the completion of their duties, other than those authorized in the Budget passed at AMTA;

c) to authorize the hiring of specialized personnel, resource persons and services when required;

d) to approve and appoint a Contract Maintenance Officer, upon the recommendation of the Collective Bargaining Committee and approval of the Bargaining Unit Executive;

e) to establish Ad Hoc Committees when required;

f) to communicate all actions taken by the Teachers' Council, Bargaining Unit Executive and Bargaining Unit Standing Committees to the Branches;

g) to confirm or reject actions of Members of Teachers' Council, Executive, Standing Committees, Branch Representatives or other personnel when so required;

h) to distribute, collect or dispose of any materials or equipment being the property of the Teachers' Bargaining Unit of District 9, OSSTF when so required;

i) to authorize the rental or acquisition of any property, real or capital and the purchase of any other materials for the Bargaining Unit, other than those approved in the budget;

j) to recommend to the Bargaining Unit Membership collective courses of action deemed necessary concerning matters of policy, activities, or future directions for the welfare of the Bargaining Unit;

k) to remove Bargaining Unit Officers from office when so required.

l) To elect delegates to the Annual Meeting of Provincial Assembly;

2. a) Where an officer of the Bargaining Unit acts contrary to Executive direction and/or the best interests of OSSTF, that officer may be removed from office by a 3/4 vote of the Teachers' Council.

b) This procedure of removal from office may originate at a Branch meeting, a Bargaining Unit Committee meeting, a Teachers' Council meeting or a Bargaining Unit Executive meeting.

BYL24 - BRANCH ORGANIZATION

1. All Active Members of the Bargaining Unit shall be assigned to a specific Branch;

a) Each secondary school shall constitute a Branch organization;

b) Program Department shall constitute a Branch, and

c) All alternative education worksites shall function together as one Branch,

2. The Branch Executive shall consist of at least:

a. a Branch President / District Councillor;
b. a Branch Vice-President;
c. a representative to CBC;
d. a representative to the Educational Services Committee;
e. a representative to the Communication/Political Action Committee;
f. a representative to the OSSTF Health and Safety Committee;
g. a representative to the Equity Committee (Status of Women/Human Rights);
h. a representative to the Member Engagement committee;
i. a TBU Branch Benefits Officer; and
j. such additional members as the branch staff considers necessary.

3. Each branch organization shall hold regular staff meetings for the purpose of OSSTF business including the following:

   a) to elect a Branch Executive;

   b) to elect AMTA delegates;

   c) to elect School Staffing Committee as required;

   d) to recommend representatives to the Standing Committees of the District;

   e) to elect representatives to the Standing Committees of the Bargaining Unit;

   f) to receive information from the District Council, District Executive, and Standing Committees regarding policies and activities at the District or Provincial level of OSSTF;

   g) to examine all policies and programs undertaken by District 9 or Provincial OSSTF; and

   h) to advise and to recommend actions to the Branch President/District Councillor, for the purpose of submission to the Teachers' Council and/or the District Council.

4. Duties of the Branch Executive

   a) It shall be the duty of the Branch President :

      I to call and preside over all meetings of the Branch Executive and the Branch Membership;

      II to represent the Branch on the Teachers' Council;

      III to report to the Branch Membership on the activities of Teachers' Council;

      IV to receive and answer all correspondence;

      V to distribute all correspondence as directed;

      VI to give each Member of the Branch the opportunity to submit items for the Agenda of the Branch Meeting;

      VII to send immediately to the Bargaining Unit President and the Secretary copies of any resolutions from the Branch for consideration at the next Teachers' Council meeting;

      VIII to work with the CBC Representative from the Branch;

      IX to coordinate the Branch Delegation to AMTA (Annual Meeting of Teachers' Assembly; and

      X to coordinate the School Staffing Committee including assigning a delegate if necessary.

b) It shall be the duty of the Branch Vice President to act in the President's absence or at his/her request.

c) It shall be the duty of the Branch CBC Representative:
   I to represent the Branch at Collective Bargaining Committee meetings;

   II to report to the Branch Membership on the activities of the Collective Bargaining Committee; and

   III to work with the Branch President.

d) It shall be the duty of the Branch Executive:
   I to arrange for all Branch Meetings;

   II to provide representatives to Committees as required;

   III to appoint a substitute or alternate Member from the Branch Executive in the absence of representation at Teachers' Council; and

   IV to oversee the election of the Branch Executive.

BYL25 – TEACHERS' COUNCIL MEETINGS

1. The Teacher's Council shall hold regular meetings according to a schedule adopted by the Council at its first meeting each federation year.

2. The Teachers' Council will hold its first meeting before September 30th and shall meet no less than 5 times per year.

3. A special meeting of the Teachers' Council may be called by the President or by written request of any two members of the Council. The written request shall specify the purpose of the special meeting.

4. All meetings shall be face - to - face.

5. Notwithstanding 25.4, in the event a member cannot attend a meeting in person, attendance by conference call may be permitted.

6. All meetings must allow for simultaneous aural communication as per the most recent edition of Robert's Rules of Order.

7. Quorum of the Teachers Council shall be the number of voting members present.

BYL26 – EXECUTIVE SESSION

1. The Teachers' Council, Executive, &/or General Meeting(s) shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.

2. The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this House move into Executive Session, with the Chairperson in the Chair, minimal staff present, and the doors tyled."

3. All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.

4. The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the Unit's public record unless the Council specifically directs otherwise.

5. Within Executive Session, the standard rules of order shall be followed unless the Council specifically directs otherwise.

6. A resolution to rise from Executive Session shall be moved at the end of the Session.

7. The resolutions directing the Council to move into and rise from Executive Session are the only public record of the Executive Session.

8. Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

BYL27 – EXECUTIVE MEETINGS

1. The Executive shall meet at the call of the President.

2. The Executive will hold its first meeting before September 30th and shall meet no less than 5 times per year.

3. A special meeting of the Executive may be called by the President or by written request of any two members of the Executive. The written request shall specify the purpose of the special meeting.

4. All meetings shall be face - to - face.

5. Notwithstanding 27.4, in the event a member cannot attend a meeting in person, attendance by conference call may be permitted.

6. All meetings must allow for simultaneous aural communication as per the most recent edition of Robert's Rules of Order.

7. A quorum of the Executive members shall be the number of voting members present.

BYL28 – GENERAL MEETINGS

1. A General Meeting of the Bargaining Unit shall be called as the President deems it necessary.

2. General Meetings may be called by a:
    a. vote of the Executive;
    b. vote of Council; or,
    c. petition to the President by a minimum of 25% of the members of the Bargaining Unit of whom no more than half may be from one Branch.

3. Twenty-eight calendar days' advance notice of General Meetings of the Bargaining Unit must be given by the President in writing to the members via the Branch Representatives.

4. Notwithstanding 28.3, an Emergency General Meeting may be called by the President at the direction of the Executive or for the ratification of a Tentative Collective Agreement. The agenda of the Emergency Meeting must be stated. This agenda may be changed only by a 90% majority vote of the members present at the Emergency Meeting and voting. Such Emergency Meetings may be called on 48 hours' notice to the members.

5. All voting shall occur under the Rules of Orders determined under the Bylaws of the OSSTF.

6. All meetings must allow for simultaneous aural communication as per the most recent edition of Robert's Rules of Order.

7. The quorum for a General Membership meeting shall be those members present, qualified to vote, and voting.

BYL29 – ANNUAL MEETING OF THE TEACHER ASSEMBLY

1. All voting shall occur under the Rules of Orders determined under the Bylaws of the OSSTF.

2. All meetings must allow for simultaneous aural communication as per the most recent edition of Robert's Rules of Order.

BYL30 – ANTI-HARASSMENT POLICY AND PROCEDURE

1. 1.There shall be an Anti - Harassment Policy and Procedure in effect for all functions of the Bargaining Unit, including but not limited to, all General, Council, Executive, and Committee Meetings.

2. There shall be an Anti - Harassment Appeals Procedure in effect allowing members to challenge findings arising from the aforementioned Policy.

3. Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti - Harassment Policy may appeal this decision using the following procedure:

4. Within 5 days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.
5. Within 2 days of receiving the request, the Bargaining Unit President shall appoint 3 members of the Bargaining Unit Appeals Committee to consider the appeal.

6. Within 3 days, the Bargaining Unit Appeals Committee shall meet to consider the appeal.
7. The Bargaining Unit Appeals Committee shall review the complaint, the investigation process and findings, and the decision.

8. Following the review, the Committee shall either confirm or modify the decision.

9. The decision of the Bargaining Unit Appeals Committee shall be consistent with the Bargaining Unit's Anti – Harassment Policy.

10. The Bargaining Unit Appeals Committee shall report the decision on the Appeal to the Bargaining Unit President within 5 days after the meeting at which the Appeal is considered.

11. Within 2 days of receiving the decision of the Bargaining Unit Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.

12. The decision of the Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal.

BYL31 – DEPENDANT CARE

1. If a unit officer attends an OSSTF meeting or workshop after school or on the weekend and incurs childcare costs in order to attend the meeting or workshop, the rate of remuneration shall be $15.00 per hour of childcare, payable by the Unit.