The Teacher/Occasional Teacher Bargaining Unit of OSSTF District 29 Hastings-Prince Edward

CONSTITUTION and BYLAWS

as approved at the Inaugural Annual Meeting
April 1998

and amended at the T/OT Annual Meeting
through to May 2023

Teacher/Occasional Teacher
Constitution and Bylaws

CONSTITUTION

ARTICLE 1 DEFINITIONS

1.1 In this Constitution and By-Laws:

1.1.1 “T/OTBU” (Teacher/Occasional Teacher Bargaining Unit) shall designate those members of OSSTF District 29 Hastings Prince Edward on a teacher’s contract either permanent, temporary or occasional.

1.1.2 “Branch” shall designate the members of the T/OTBU in a single Secondary School, and the Occasional Teacher Branch of the Hastings Prince Edward District School Board.

1.1.3 "Executive” shall mean the Executive of the T/OTBU except where otherwise stated.

1.1.4 “Member” shall mean a T/OTBU active member of OSSTF District 29 Hastings Prince Edward**,** as defined in the OSSTF Provincial By-Laws.

1.1.5 “Unit” shall mean the Teacher/Occasional Teacher Bargaining Unit of OSSTF Rainbow District 3.

1.1.6 “District Constitution” shall mean the OSSTF District Constitution of OSSTF District 29 Hastings Prince Edward

1.1.7 “Executive Officers” shall mean those members of the Unit Executive.

1.1.8 “Chairperson” shall mean the Presiding Officer of an official body of the T/OTBU, and may be used in addition to elected titles such as President.

1.1.9 “Policy” shall mean a stand or position taken by the T/OTBU in accordance with its Bylaws on matters whose resolution is beyond the power of the Bargaining Unit. The purpose of a policy statement is to guide all members in making public statements, in forming action plans, and in carrying out Bargaining Unit activities.

ARTICLE 2 NAME,MEMBERSHIP AND AUTHORITY

2.1 NAME

2.1.1 This organization shall be the Teacher/Occasional Teacher Bargaining Unit of OSSTF District 29 Hastings Prince Edward.

2.2 MEMBERSHIP

2.2.1 Membership shall consist of all active T/OTBU members of OSSTF District 29 Hastings Prince Edward

2.3 AUTHORITY

2.3.1 Nothing in this Constitution shall contravice the Provincial OSSTF Constitution and Bylaws or the Constitution and Bylaws of OSSTF District 29 Hastings Prince Edward

ARTICLE 3 OBJECTIVES

3.1 The objectives of the Bargaining Unit shall be:

3.2 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;

3.3 to maintain for all Active Members of the T/OTBU equal collective bargaining rights including the right to strike;

3.4 to bargain collectively on behalf of its Active Members;

3.5 to promote and advance the cause of public education;

3.6 to promote a high standard of professional ethics and a high standard of professional competence;

3.7 to secure for all members active participation in formulating policies and practices affecting education;

3.8 to work toward control of our professional destiny;

3.9 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and the community;

3.10 to support and promote equal opportunity for members, employees and students;

3.11 to foster and promote the dignity of all persons regardless of race, religion or cultural origin;

3.12 to protect its members on employment issues;

3.13 to assist in promoting the goals of OSSTF, particularly within the boundaries of the District.

ARTICLE 4 LOCAL LEVY

4.1 Local dues shall be determined by resolution at the T/OT Annual Meeting.

ARTICLE 5 Bargaining Unit Executive

5.1 There shall be a Bargaining Unit Executive.
5.1.1 The Bargaining Unit Executive shall consist of the following elected, voting,

executive positions:
5.1.1.1 The President, who shall also be the Provincial Councillor;
5.1.1.2 the Vice-President;
5.1.1..3 the Treasurer;
5.1.1.4 Four (4) Executive Officers;
5.1.1..5 the Lead Negotiator.

5.2 The following, appointed, non voting Bargaining Unit Executive position:
5.2.1 the Member Services Officer

5.3 The members of the Bargaining Unit Executive shall be elected or appointed in the manner described in the Bylaws.

ARTICLE 6 TEACHER/OCCASIONAL TEACHER COUNCIL

6.1 There shall be a T/OTBU Council consisting of:
6.1.1 voting members:
6.1.1.1 the members of the T/OTBU Executive;
6.1.1.2 the Branch Presidents;
6.1.1.3 the Chairpersons of the T/OTBU Standing Committees;
6.1.1.4 the workplace representative from the Board Office;
6.1.1.5 the Occasional Teacher Vice-President.
6.1.2 non-voting members:
6.1.2.1 the Health and Safety Officer;
6.1.2.2 the Staffing Officer;
6.1.2.3 the Pensions and Retirement Benefits Officer
6.1.2.4 the Member Services Officer;

6.1.3 The members of the Teacher/Occasional Teacher Council shall be elected or appointed in the manner described in the Bylaws.

ARTICLE 7 WORKPLACE REPRESENTATION

7.1 There shall be the following Branches:
7.1.1 Bayside Secondary School;
7.1.2 Centennial Secondary School;
7.1.3 Central Hastings Secondary School;
7.1.4 Eastside Secondary School;
7.1.5 North Hastings High School;
7.1.6 Occasional Teachers;
7.1.7 Prince Edward Collegiate Institute;
7.1.8 Trenton High School.

7.2 In each Branch there shall be a Branch Executive, including a Branch President as determined by the constitution or bylaws.

7.3 Each Secondary School Branch Executive must have at least the following positions:
7.3.1 a President;
7.3.2 a Vice-President;
7.3.3 a Collective Bargaining Committee representative;
7.3.4 a Staffing Representative;
7.3.5 Three (3) Staff Advisory Committee Representatives;

7.3.6 an Educational Services Representative;
7.3.7 A Health and Safety Representative.

7.4 The Occasional Teacher Branch must have at least the following positions:
7.4.1 A Vice-President;
7.4.2 A Collective Bargaining Committee Representative;
7.4.3 An Educational Services Representative.

7.5 Each Branch Executive may add the following positions:
7.5.1 a Secretary-Treasurer;
7.5.2 a second CBC Representative;
7.5.3 a minimum of one representative for each of the following committees:
7.5.3.1 Communications/Excellence in Education;
7.5.3.2 Political Action;
7.5.3.3 Pension and Benefits;
7.5.3.4 a Human Rights Representative;
7.5.3.5 a Status of Women Representative;
7.5.3.6 Member Engagement Representative;
7.5.3.7 Finance Representatives ad hoc.

7.6 Where the Members of the Branch are in more than one workplace, each workplace shall have an OSSTF Representative designated for the purposes of communication and the sharing of information.

7.7 Members working at the Board Office shall be assigned by the Bargaining Unit Executive to a Branch.

7.8 The Bargaining Unit President shall be the President of the Occasional Teachers' Branch.
7.8.1 The Occasional Teachers Branch executive be elected no later than June 30th in an election year.
7.8.2 The secondary school branch shall provide the workplace representation for occasional teachers while they are employed at their worksite.

Article 8 BYLAWS

8.1 The Bargaining Unit at its Annual Meeting, may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of District 29 Hastings Prince Edward and of the provincial OSSTF concerning:
8.1.1 the procedure for the election of the Bargaining Unit Executive and other Bargaining Unit Officers;
8.1.2 its own internal organization and administration;
8.1.3 the time, place and conduct of general and other meetings of the Bargaining Unit;
8.1.4 the appointment of auditors;
8.1.5 all other matters as are deemed necessary or convenient for the protection of the welfare and interests of the members of the Bargaining Unit.

Article 9 TERM OF OFFICE

9.1 The term of office for Executive members shall be two years.

9.2 The term of office for members of the Bargaining Unit Executive will begin on July 1.

9.3 Re-election to an office is possible.

9.4 The term of office for voting and non-voting members of T/OT Council shall be two years.

9.5 The term of office for Branch Executive members shall be two years and begin on July 1.

Article 10 ELECTIONS

10.1 The Bargaining Unit Executive shall be elected by a secret vote conducted in the workplace one day after the T/OT Annual Meeting.

Article 11 GENERAL MEETINGS

11.1 There shall be a T/OTBU Annual Meeting to be held no later than May 15 in each year.

11.2 Other General Meetings may be called by the President, the T/OT Executive, or the T/OT Council, and shall be called at the written request of ten percent of the members.

11.3 Notice of such meeting shall be at least one week and the purpose of the meeting shall be stated in such notice.

11.4 The quorum of a General Meeting shall be 10% of the total Bargaining Unit Membership.

Article 12 COMMITTEES

12.1 The Bargaining Unit Executive shall establish such committees as are necessary to carry out the objects of the Bargaining Unit.

12.2 Committees shall have terms of reference as approved by the Bargaining Unit Executive.

Article 13 RULES OF ORDER

13.1 The rules of order which govern the Bargaining Unit shall be the Rules of Order contained in the current edition of the *OSSTF Handbook* and the most recent available edition of *Democratic Rules of Order*

Article 14 TERMS OF REFERENCE

14.1 Collective Bargaining

14.1.1 To develop the local negotiations brief

14.1.2 To provide assistance to the Bargaining Unit Officers on all aspects of the issues involved in the negotiations and maintenance of a collective agreement

14.1.3 To assist in the training of Bargaining Unit Negotiations and Grievance Officers

14.1.4 To establish and maintain an effective communications network between the bargaining unit, District 29 and the provincial organization with respect to collective bargaining matters

14.2 Communications and Excellence in Education

14.2.1 To train, assist and advise the Bargaining Unit in providing information to its members on OSSTF programs and activities, on new communications technologies and on effective media relations with their communities

14.2.2 To promote the pride of Members in their own skills and contributions in their professions, students, clients, media and the community through the organization and administration of the annual Excellence in Education Awards

14.2.3 To administer the annual selection and presentation of awards for

excellence in education through the location Student Recognition Awards
14.2.4 To assist with the promotion and selection processes of the provincial Student Achievement Awards

14.3 Educational Services
14.3.1 To identify the professional, curricular and educational issues and concerns of T/OT members and to make recommendations to the T/OT Executive for policy, actions or educational research projects
14.3.2 To assist Members to work collaboratively to implement effective and innovative educational practices and to provide equality of access to professional growth
14.3.3 To administer staff development funds allocated directly to the school
14.3.4 To administer to Kevin Manion Memorial Lecture Fund and to play professional development activities in accordance with the guidelines established for the fund
14.3.5 To advise the Executive on appropriate uses of TEP and JSD funds as required.

14.4 Pensions & Benefit Committee
14.4.1 To advise the T/OT Executive and T/OT Council on matters relating to benefits and retirement
14.4.2 To provide assistance to the Collective Bargaining Committee for negotiation of benefits
14.4.3 To organize workshops for members on the subject of pensions and Retirement
14.4.4 To communicate to members issues and information related to benefits

14.5 Political Action
14.5.1 To advise the Bargaining Unit Executive and Council on matters concerning political activity at the local and regional levels
14.5.2 To organize actions in conjunction with other interest groups in order to deal with areas of mutual concerns, subject to the prior approval of the Bargaining Unit Executive
14.5.3 To maintain liaison with the other local OTF Affiliates

14.6 Human Rights
14.6.1 To advise the Bargaining Unit Executive and Council on matters relating to human rights
14.6.2 The committee with meet a minimum of 3 times a year
14.6.3 To promote awareness, monitoring and enforcement of human rights, as defined by provincial legislation, for the members of the Bargaining Unit and their immediate family
14.6.4 To promote awareness of matters relating to human rights among high school students through competitions based on themes highlighted throughout the year
14.6.5 To share and promote resources with members on matters relating to human rights so that they can be implemented in the classroom and school community

14.7 Status of Women
14.7.1 To advise the Bargaining Unit Executive and Council on matters relating to the status of women
14.7.2 The committee will meet a minimum of 3 times a year

14.8 Health and Safety
- 14.8.1 To advise the Bargaining Unit Executive and Council on matters relating to health and safety
- 14.8.2 The committee will meet a minimum of 3 times a year

14.9 Member Involvement
- 14.9.1 To advise the Bargaining Unit Executive and Council on matters relating to new members and member involvement
- 14.9.2 The committee will meet a minimum of 3 times a year
- 14.9.3 To organize and promote social activities for members

14.10 Finance Committee
- 14.10.1 To advise and report to the District Executive and District Council about:
  - 14.10.1.1 Financial goals of the District;
  - 14.10.1.2 Financial policies of the District;
  - 14.10.1.3 Investigation and pursuit of recoverable expenditures;
  - 14.10.1.4 Current finances, ad hoc;
  - 14.10.1.5 Succession planning.

14.11 Grievance Appeals Committee

14.11.1 Shall determine if an alleged grievance is actually a grievance and resolve the member's request to appeal a decision of the bargaining unit.

Article 15 AMENDMENTS

15.1 Amendment to the Constitution and Bylaws may be made at a T/OTBU Annual Meeting by a two-thirds (2/3) majority vote of the members present, qualified to vote and voting, provided that the members have received the amendments in writing at least four (4) full weeks prior to the meeting.
- 15.1.1 Amendments to qualify for a two-thirds (2/3) majority vote may be submitted to the Member Services Officer by the T/OT Executive, the T/OT Council, or any two members at least 30 days prior to the T/OT Annual Meeting.

15.2 Amendment to the Constitution and Bylaws may be made at a T/OTBU Annual Meeting by a nine-tenths (9/10) vote of the members present, qualified to vote and voting, where sufficient notice has not been given under Article 15.

15.3 Interim Bylaws and /or Interim Amendments to the Bylaws may be made by T/OT Council:
- 15.3.1 by a three-quarters (3/4) majority vote of the members present, qualified to vote and voting provided that such notice of motion was given on or before the date of the previous T/OT Council meeting;
- 15.3.2 by a nine-tenths (9/10) majority vote of the members qualified to vote and voting, previous notice as in 15.3.1 not having been given;
- 15.3.3 Any Interim Bylaws and/or Interim Amendments to Bylaws shall be ratified, rescinded or amended at the next T/OT Annual Meeting.

BYLAW 1 ELECTIONS AND APPOINTMENTS

1.1 Bargaining Unit Executive

1.1.1 Election to the Bargaining Unit Executive shall be by a secret vote of the membership conducted in the workplace one day after the T/OTBU Annual Meeting.

1.1.2 The candidate with the greatest number of votes shall be declared elected.

1.1.3 In the case of the four Executive Officers, the four candidates with the greatest number of votes shall be declared elected.

1.1.4 Tie votes shall be broken by a secret vote of the membership conducted in the workplace one week after the T/OT Annual Meeting.

1.1.5 The term of these offices shall be two years.

1.1.6 Notwithstanding Bylaw 1.1.5 the election of the Lead Negotiator will be deferred to the first annual meeting following the ratification of a contract.

1.2 T/OT Council

1.2.1 Branch Presidents shall be elected in their workplaces by secret ballot prior to the end of June.

1.2.1.1 The term of office of Branch Presidents shall be two years.

1.2.1.2 Re-election is possible.

1.2.2 Chairpersons of T/OT Standing Committees shall be elected by their committee prior to the end of September in each school year.

1.3 Other Bargaining Unit Officers

1.3.1 The Member Services Officer, the Pension and Benefits Officer, the Health and Safety Officer and the Staffing Officer, shall be appointed by majority vote of the Bargaining Unit Executive, subject to the approval of T/OT Council.

1.3.2 These positions shall be advertised to the membership.

1.3.3 The term of these offices shall be two years.

1.3.4 re-appointment is possible.

1.3.5 Appointment to these positions shall take place in alternate years to Bargaining Unit elections

1.4 Delegates to Meetings of the Provincial Assembly

1.4.1 The T/OT Council shall elect Delegates and Alternates to the Annual Meeting of the Provincial Assembly (AMPA).

1.4.2 The number of Delegates and Alternates shall be established in accordance with the formula established by the Provincial Office, OSSTF.

1.4.3 The T/OTPresident will announce one month prior to when the election shall take place (at T/OT Council) to allow potential delegates to put their name forward for election as a delegate.

1.5 Authority

1.5.1 Bargaining Unit Officers elected or appointed, are subject to the authority of the Bargaining Unit Executive.

Bylaw 2 VACANCIES

2.1 Vacancies which occur in elected or appointed positions shall be filled in the manner in which the position was originally filled.

2.1.1 The T/OTCouncil shall elect interim executive positions.

2.1.2 Tie votes shall be broken by a secret vote of members of T/OT Council eligible to vote conducted in the workplace within one week of T/OT Council

Bylaw 3 NOMINATIONS

3.1 The Bargaining Unit Officers shall constitute the Bargaining Nominating Committee.

3.2 Nominations for election to executive positions shall be submitted in writing to the Member Services Officer who shall act as the Chair of the Bargaining Unit Nominating Committee.

3.3 The Bargaining Unit Nominating Committee shall develop balloting procedures and ensure that the elections are carried out in an equitable manner.

Bylaw 4 DUTIES OF THE BARGAINING UNIT ORGANIZATION

4.1 The Bargaining Unit shall provide for:

- 4.1.1 the establishment of appropriate structures to ensure the negotiation of collective agreements for the Bargaining Unit;
- 4.1.2 the establishment of procedures to ensure the Bargaining Unit members shall have input in the formulation of the Bargaining Unit's budget;
- 4.1.3 the formulation of appropriate Branches;
- 4.1.4 the representation of its Active Members to the T/OT Council;
- 4.1.5 the designation of one or more workplaces as a Branch;
- 4.1.6 an OSSTF representative in each workplace.

BYLAW 5 DUTIES OF THE BARGAINING UNIT EXECUTIVE MEMBERS

5.1 The Bargaining Unit Executive shall:

- 5.1.1 act in the name of the Federation between meetings of the T/OT Council;
- 5.1.2 ensure that the OSSTF Constitution or Bylaws are not contravened in the process of transactingBargaining Unit business;
- 5.1.3 ensure that the Staff Representatives and/or Branch Executives are informed of their duties at the start of their term of office and are given assistance throughout their term in carrying out these duties;
- 5.1.4 forward to the General Secretary a copy of the Bargaining Unit Constitution and of Branch constitutions where they exist, together with all amendments thereto;
- 5.1.5 endeavour to achieve provincial goals as approved by the Provincial Council;
- 5.1.6 assist in the achievement of policies and priorities as approved by a Provincial Assembly, and provide fair representation for its members with due regard to the terms of the collective agreement;
- 5.1.7 provide leadership in all matters affecting the welfare of the Bargaining Unit members;
- 5.1.8 recommend and debate motions to the Annual Meeting of the Provincial Assembly;
- 5.1.9 meet after each meeting of Provincial Council and at other times at the call of the President or at the written request of two members of the Executive, subject to provisions for funding in the Bylaws;
- 5.1.10 prepare a budget;
- 5.1.11 authorize payment of expenses and accounts in accordance with the Bylaws;
- 5.1.12 appoint ad hoc committees;
- 5.1.13 recommend to the T/OT Council the nature and extent of OSSTF activities at the Bargaining Unit level;
- 5.1.14 nominate candidates, if desired, for election to Provincial Offices at the Provincial Assembly.

5.2 The Bargaining Unit President:

5.2.1 shall be a member ex-officio of all Bargaining Unit committees;

5.2.2 is the official representative and Chief Executive Officer of the Bargaining Unit;

5.2.3 shall be a signing authority for the Bargaining Unit;

5.2.4 shall be the Chief Executive Officer of the Bargaining Unit for collective bargaining purposes;

5.2.5 shall represent the bargaining unit at all meetings of the T/OT (Teacher/Occasional Teacher) Sector Council, and to report back to the bargaining unit;

5.2.6 As Provincial Councillor, the President shall:

5.2.6.1 present a written report to the T/OT Council immediately following each meeting of the Provincial Council;

5.2.6.2 forward to the Administrative Assistant to Provincial Council questions to the Provincial Executive (for response at the Council) as approved by the T/OT Executive or T/OT Council;

5.2.6.3 forward to the Administrative Assistant to Provincial Council resolutions to be dealt with by the Provincial Council;

5.2.6.4 take a leadership role with the Bargaining Unit's delegation to the Provincial Assembly.

5.3 The Bargaining Unit Vice-President:

5.3.1 shall perform the duties of the President in his/her absence;

5.3.2 shall perform such other duties as the President may direct.

5.4 The Bargaining Unit Executive Officers and Lead Negotiator:

5.4.1 shall be responsible for the co-ordination of Communications/Excellence in Education, Educational Services, Political Action, Health & Safety, Collective Bargaining and other committees as assigned by the President;

5.4.2 shall report to the T/OT Council the activities, programs and initiatives of their respective portfolios;

5.4.3 shall perform such other duties as the President may direct.

5.5 The Bargaining Unit Treasurer:

5.5.1 shall carry out his/her duties in accordance with Provincial OSSTF Bylaws; deposit all monies received in a chartered bank in the name of OSSTF District 29 T/OTBU;

5.5.2 receive and distribute monies in accordance with the Bylaws, T/OT Executive and T/OT Council motions;

5.5.3 pay all authorized accounts by cheque and in accordance with the Bylaws of the Bargaining Unit.

5.5.4 Present current budget spending summaries to T/OT Council at their regularly scheduled meetings.

5.6 The Member Services Officer:

5.6.1 serves as advisor to the T/OT Executive and the T/OT Council;

5.6.2 provides service and advice in the following areas:

5.6.2.1 Grievances;

5.6.2.2 Long Term Disability;

5.6.2.3 Contract Maintenance;

5.6.2.4 provides other services and advice to members as needed or as directed by the T/OT Executive;
5.6.2.5 shall keep a record of all minutes and files of correspondence;
5.6.2.6 performs other duties as assigned by the President.
5.6.2.7 serves as Secretary on the District Executive

Bylaw 6 DUTIES OF THE T/OT COUNCIL

6.1 The T/OT Council shall:

6.1.1 act in the name of the Federation between meetings of the T/OT Annual Meeting;
6.1.2 determine the nature and extent of Federation activities at theBargaining Unit level;
6.1.3 receive and review current budget spending statements as presented by the Bargaining Unit Treasurer;
6.1.4 adopt interim Bylaws governing the conduct of Federation business in accordance with Article 8;
6.1.5 recommend amendments to the Constitution and Bylaw;
6.1.6 approve all waivers to the collective agreement in accordance with Bylaw 8;
6.1.7 deal with matters referred to it by the T/OT Annual Meeting, the T/OT Executive, Standing Committees and Branches;
6.1.8 recommend and debate motions to the Provincial council and Annual Meeting of the Provincial Assembly;
6.1.9 nominate or endorse candidates for election to Provincial Offices at the Annual Meeting of the Provincial Assembly;
6.1.10 elect delegates and alternates to the Annual Meeting of the Provincial Assembly in accordance with Bylaw 1.4;
6.1.11 receive reports from the Provincial Councillor, Chairs of Standing Committees, Branch Presidents and others as required.

Bylaw 7 BARGAINING UNIT STANDING COMMITTEES

7.1 There shall be the following Bargaining Unit Standing Committees:

7.1.1 Collective Bargaining
7.1.1.1 consisting of 1 representative from each Branch
7.1.2 Education Services
7.1.2.1 consisting of 1 representative from each Branch
7.1.3 Communications/Excellence in Education
7.1.3.1 consisting of 1 representative from each Branch
7.1.4 Political Action
7.1.4.1 consisting of 1 representative from each Branch
7.1.5 Pensions & Benefits
7.1.5.1 consisting of 1 representative from each Branch
7.1.6 Staffing Committee
7.1.6.1 consisting of 1 representative from each Branch
7.1.7 Health and Safety
7.1.7.1 consisting of 1 representative from each Branch
7.1.8 Human Rights
7.1.8.1 consisting of 1 representative from each Branch
7.1.9 Status of Women
7.1.9.1 consisting of 1 representative from each Branch
7.1.10 Member Engagement
7.1.10.1 consisting of 1 representative from each Branch
7.1.11 Finance Committee
7.1.11.1 consisting of representatives from each Branch

7.2 General Objectives of Bargaining Unit Standing Committees

7.2.1 To recommend priorities to the T/OT Executive and T/OT Council on items encompassed by the specific objectives of the committee;

7.2.2 To submit a budget to the Bargaining Unit Treasurer;

7.2.3 To report to T/OT Council on its activities;

7.2.4 To perform other duties as defined in the Provincial OSSTF Constitution and Bylaws;

7.2.4.1 Except where the Bargaining Unit Executive gives specific direction, any committee may, with the approval of the Bargaining Unit Executive, reorient its projects in the light of changing circumstances.

Bylaw 8 COLLECTIVE BARGAINING

8.1 A person or persons selected to negotiate on behalf of the Bargaining Unit shall be responsible to the Bargaining Unit Executive and shall keep the Bargaining Unit Executive informed at all times of the progress of negotiations.

8.2 The Bargaining Unit Executive shall:

8.2.1 inform the Provincial OSSTF of progress in negotiations on a regular basis and shall endeavor to cooperate with the provincial Executive to coordinate effectively negotiation strategies among bargaining units.

8.3 All waivers to the collective agreement must be presented to the T/OT Council for approval.

8.4 All amendments to the collective agreement must be approved by a secret ballot of the membership conducted in the workplace.

8.4.1 Members shall have a minimum of 48 hours following a bargaining unit meeting, exclusive of weekends and statutory holidays, to consider any proposed amendments prior to voting.

8.4.2 Approval of any amendments to the collective agreement requires a majority of those voting.

Bylaw 9 MEETINGS

9.1 T/OTBU Annual Meeting

9.1.1 There shall be a T/OTBU Annual Meeting, held prior to May 15.

9.1.2 Notice of the date of the T/OTBU Annual Meeting shall be given in writing to the Branch Presidents at least six (6) weeks prior to the date of that meeting.

9.1.3 Branch Presidents shall communicate the date of the T/OTBU Annual Meeting to the members of their branches.

9.1.4 The T/OTBU Annual Meeting shall:

9.1.4.1 ratify, rescind, or amend action taken by the T/OT Executive in the name of the Federation;

9.1.4.2 receive the written annual reports of Officers and Committees;

9.1.4.3 amend the Constitution and Bylaws in accordance with the provisions of the Constitution and Bylaws.

9.1.4.4 approve the T/OTBU Budget for the next school year.

9.2 General Meetings

9.2.1 A General Meeting of the membership of the T/OTBU may be called at any time by the President, the T/OT Executive, or the T/OT Council, and shall be called at

the written request of ten percent of the members.

9.2.2 Notice of such meeting shall be at least one week and the purpose of the meeting shall be stated in the notice.

9.2.3 The quorum of a General Meeting shall be 10% of the total T/OTBU membership.

9.3 Bargaining Unit Executive Meetings

9.3.1 The Bargaining Unit Executive will meet ten times a year and at such other times as called by the President or on the written request of two members of the Bargaining Unit Executive.

9.3.2 A quorum shall be five of the voting members of the Bargaining Unit Executive.

9.4 T/OT Council Meetings

9.4.1 T/OT Council shall meet at least six times during the school year and at such other times as called by the President or on the written request of eight members of theT/OT Council.

9.4.2 A quorum shall be 60% of the voting members of the T/OT Council.

Bylaw 10 ANTI-HARASSMENT

It is the policy of the T/OTBU that the OSSTF/FEESO Anti-Harassment Policy and Resolution and Complaints Procedure is in effect at all T/OTBU meetings and functions. The Anti-Harassment statement shall be read into the record at the beginning of each general meeting and at the annual leadership retreat.

Bylaw 11 PURCHASING

It is the policy of the T/OTBU that the District Office and its branches shall make every attempt to purchase items from sources that manufacture under humane working conditions in compliance with accepted international standards and local laws.

Bylaw 12 DATA

It is the policy of the T/OTBUthat members oppose any use of data from Provincial and/or Board-wide assessments for the purpose of tracking, evaluating and/or monitoring individual teacher performance.

Bylaw 13 DATA

It is the policy of the T/OTBU that members should not use data in any way to compare, analyze or evaluate the performance of OSSTF members.

Bylaw 14 EQAO

It is the policy of the T/OTBU that every member should refrain from participating in non-curricular EQAO marking.

Bylaw 15 CONFIDENTIALITY

It is the policy of the T/OTBU that it is the duty of every member to maintain the confidentiality of any document, communication or any other information deemed confidential.

Bylaw 16 BARGAINING UNIT RESERVE FUND

It is the policy of the T/OTBU that any Reserve fund is used in the following manner:

16.1 Property Fund

This fund is to provide for maintenance of Federation House. Expenditures from this fund must be recommended by the Property Committee and approved by motion of the Bargaining Unit Executive. Up to 50% of any year-end surplus of the General Operating budget may be allocated by the Bargaining Unit Executive to the Property Fund. The

Property Fund shall not exceed 50% of the accumulated Bargaining Unit surplus.

16.2 Negotiations Fund
This fund is to finance any special costs connected to negotiations or sanctions not funded though Provincial Resumption of Negotiations (PRN). Expenditures from this fund must be approved by motion of the Bargaining Unit Executive. Up to 30% of any year-end surplus of the General Operating budget may be allocated by the Bargaining Unit Executive to the Negotiations Fund. The Negotiations Fund shall not exceed 30% of the accumulated Bargaining Unit surplus.

16.3 Capital Equipment Fund
This fund is to provide for the purchase, replacement or repair of office equipment, when the need was not anticipated and was not budgeted for in the general operating budget. Expenditures from this fund must be approved by motion of the Bargaining Unit Executive. In the case where an expenditure exceeds $10000, there must be approval by the T/OT Council in addition to the Bargaining Unit Executive. Up to Bargaining Unit Executive to the Capital Equipment Fund. The Capital Equipment Fund shall not exceed 20% of the accumulated Bargaining Unit surplus.

Bylaw 17 GRIEVANCE APPEALS

17.1 Grievance Appeals Committee

- 17.1.1 The Grievance Appeals Committee shall consist of 3 elected members of the Bargaining Unit Executive who did not take part in the decision to deny the grievance.
- 17.1.2 The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.
- 17.1.3 A quorum for the Grievance Appeals Committee shall be three members.
- 17.1.4 One member of the Bargaining Unit Executive, (who shall not have been a member of the Grievance Appeals Committee) may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee.

17.2 Procedures for the Grievance Appeals Committee

- 17.2.1 An appeal request must be made within 24 hours upon the Grievance Officers notification of grievance decision.
- 17.2.2 The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit will be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case.
- 17.2.3 The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 17.2.4 The Bargaining Unit Grievance Officer will state the reasons for not carrying forward the grievance.
- 17.2.5 The Bargaining Unit members appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Grievance Officer.
- 17.2.6 The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused and will communicate their decision to the Bargaining Unit member and the Bargaining Unit Grievance Officer as soon as possible.