

CONSTITUTION AND BY-LAWS
OF
THE OCCASIONAL TEACHERS BARGAINING UNIT
DISTRICT 18
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(O.S.S.T.F.)
(as amended on June 7th 2023)

**All previous Branch Constitutions of the Branch are declared null and void. Anything in this constitution, or adopted at a meeting, which is contrary to the Constitution and By-laws of either District 18 or of the Provincial OSSTF is hereby declared null and void.
(Note: This paragraph is not amendable by the Branch.)**

Constitution of the Occasional Teacher Bargaining Unit of District 18 O.S.S.T.F.

- A.**
1. Definitions shall be as specified in Article 1 of the Provincial O.S.S.T.F. Constitution.
 2. Nothing in this constitution may contravene the constitution or bylaws of District 18 or the provincial OSSTF.
- B.** The Bargaining Unit shall be composed of the members of the Occasional Teachers' Bargaining Unit of District 18.
- C.**
1. The voting members of the Bargaining Unit Executive shall be:
 - i. President/Chief Negotiator
 - ii. Vice-President
 - iii. Secretary/Treasurer
 2. The Bargaining Unit Executive shall be elected at the Annual General Meeting by the majority of those members present and voting.
 3. The Bargaining Unit Executive will either assume the following four (4) additional roles or appoint four (4) additional non-voting members of the Executive, as follows:
 - i. Health and Safety Officer
 - ii. Educational Services Officer / Professional Development Lead
 - iii. Communications/Political Action Officer
 - iv. Equity & Anti-Racism, Anti-Oppression Officer (AGM 2022)
- D. Elections and Nominations**
1. The President/Chief Negotiator/Grievance Officer shall be elected in odd-numbered years.
 2. The Secretary/Treasurer shall be elected in odd-numbered years.
 3. The Occasional Teacher Vice-President shall be elected in even-numbered years for a two-year term, beginning in the 2023-2024 school year.
 4. Nominations for BU Executive must have a mover and a seconder.
 5. All nominations (moved and seconded) must be sent to the Vice-President by electronic mail no less than fourteen calendar days prior to the Annual General Meeting.
 6. Nominations close fourteen calendar days prior to the Annual General Meeting.
 7. There will be no nominations from the floor, unless the position has received no nominations.
 8. All on-time nominations will be sent to the membership by electronic mail and/or posted on the Bargaining Unit web page within seven days of the nominations' deadline.
 9. Those positions receiving only one nomination will be acclaimed.
 10. Positions receiving more than one nomination will have an election at the AGM.
 11. Those positions with no nominations will be open to nominations from the floor at the AGM.

E. Delegates for the Annual Meeting of the Provincial Assembly (AMPA)

1. The Bargaining Unit President shall be a voting delegate at the Annual Meeting of the Provincial Assembly. If the President cannot attend, the Bargaining Unit Executive shall appoint a member to attend in their stead.
2. If more than one delegate is allocated to the bargaining unit to attend the Annual Meeting of the Provincial Assembly, such additional delegates shall be elected at the Annual General Meeting of the Bargaining Unit.

This member shall attend pre-AMPA meetings in the District.

Should there be insufficient candidates at the AGM, and/or or should an elected and/or appointed delegate become unavailable during the school year associated with the AMPA event, the position(s) shall be filled by appointment by the OTBU executive.

3. The alternate(s) to the Annual General Meeting of the Provincial Assembly (AMPA), if any, shall be appointed by the OTBU executive during the school year associated with the AMPA event.

This member shall:

- i. attend AMPA should an OTBU delegate be unable to attend, or should a District alternate be assigned to the Bargaining Unit in accordance with District 18 AMPA protocols.
- ii. attend pre-AMPA meetings in the District.

F. Duties

1. The President shall:
 - i. fulfil the duties of the Staff Representative as outlined in the Provincial O.S.S.T.F. handbook.
 - ii. act as a one of two signing authorities for the Bargaining Unit
 - iii. be an ex-officio member of all Bargaining Unit committees.
 - iv. call Executive and General Meetings.
 - v. act as the Grievance Officer for the Bargaining Unit.
 - vi. attend Provincial Council throughout the year
 - vii. attend the Annual Meeting of the Provincial Assembly (AMPA) as a voting delegate.
 - viii. serve as the Chairperson of the Collective Bargaining Committee.
 - ix. present the brief to the Executive, the Provincial O.S.S.T.F., and the Board of Education.
 - x. represent the Bargaining Unit at District Collective Bargaining Committee meetings.
2. The Vice-President shall:
 - i. assist the President in fulfilling the President's designated duties.
 - ii. appoint three (3) members to the Bargaining Unit Appeal Committee as required.
3. The Secretary-Treasurer shall:
 - i. take minutes of the meetings of the Executive and the Bargaining Unit;
 - ii. be responsible to the Bargaining Unit for the Bargaining Unit funds;
 - iii. present a financial statement at the Annual General Meeting;
 - iv. act as a one of two signing authorities for the Bargaining Unit;

4. The Educational Services Officer / Professional Development Lead shall
 - i. represent the Occasional Bargaining Unit at all District Educational Services Committee meetings;
 - ii. co-ordinate and lead the Professional Development Ad-Hoc Professional Development Committee in the review of PD Funding applications by individual members.
5. The Grievance Officer shall be responsible for all grievances.
6. The Communications Officer shall maintain a list of all current Bargaining Unit members and shall communicate with Bargaining Unit members at the direction of the Bargaining Unit Executive.
7. Equity & Anti-Racism, Anti-Oppression Officer shall assist the Executive regarding equity issues.

G. The Professional Development Committee shall:

1. review individual applications for individual Professional Development grants and make recommendations to the Executive for the approval of application and for the allocation of funds;
2. make recommendations to the Executive of changes and improvements to the individual Professional Development application process, as required from time to time;
3. assist the Executive in planning Professional Development activities for the membership.

H. Collective Bargaining

1. There shall be a Collective Bargaining Committee consisting of a maximum of five persons, as appointed by the President/Chief Negotiator.
2. The primary duty of the committee shall be to negotiate the collective agreement with the Upper Grand District School Board.
3. When a tentative agreement has been reached, a copy of the tentative agreement and a notice of the place, date and time of the ratification meeting shall be mailed to each Bargaining Unit member at their most recently filed address.
4. The ratification meeting shall be held not less than 14 calendar days after the tentative agreement and notice of the meeting are mailed out.
5. In order to vote at a ratification meeting, a member must bring proof that they have worked as a member of the Bargaining Unit within the previous 90 school days.

I. The Grievance Appeals Committee:

1. shall consist of the members of:
 - i. the Bargaining Unit Executive, excluding the Grievance Officer;
 - ii. one other member of the Bargaining Unit, appointed by the Bargaining Unit Executive
2. shall establish procedures for dealing with grievance appeals, and
3. shall publicize such procedures to the membership from time to time via the Executive.

J. District Obligations and Requirements

1. When the District Constitution or Bylaws require a member to be selected from each Bargaining Unit, then the Executive shall select such member.
2. Such person shall report to the Bargaining Unit through the Bargaining Unit Executive.

K. Term of Office

1. The members of the Bargaining Unit Executive shall have two-year terms of office. (AGM 2023)
2. The persons selected to fill positions on District Committees as established in the District Constitution and Bylaws shall have **one-year** terms of office. (AGM 2023)
3. If a vacancy occurs in any Bargaining Unit office, the Bargaining Unit Executive may appoint a member to fill the unexpired portion of the term of office.

L. Quorum

1. The quorum at a properly constituted Bargaining Unit meeting shall be 10 (ten) members present.
2. Notwithstanding L (1) above, Quorum for the in-person meeting referenced in Article T (below) shall be fifty percent plus one (50% +1) of the OTBU Active Membership, and the vote shall be determined by a simple majority of fifty percent plus one (50% +1). (AGM 2023)

M. Bargaining Unit Levy:

The Bargaining Unit levy of the O.T.B.U. may be amended at the Annual General Meeting of the Bargaining Unit by a 2/3 (two-third) vote under the conditions that:

1. prior notice of one month has been given
2. a report on the proposed amendment is presented to the meeting.

N. Properly Constituted Meetings:

1. Regular meetings of the Bargaining Unit shall require a notice to be sent not later than five days before the announced date by regular mail or by telephone or by electronic mail to the last address or telephone number on record with the Bargaining Unit Communications Officer.
2. Special meetings of the Bargaining Unit shall require at least 24 hours' notice by the same notice procedures as for a Regular meeting.

O. Amendments may be made to the Constitution adopted by the Bargaining Unit if:

1. the proposed amendment has had one month's notice of motion.
2. The amendment receives a majority vote of those members present and voting.

P. Definitions shall be as specified in Article 3 of the Provincial OSSTF Constitution.

Anti-Harassment and Anti-Bullying

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

Q. Anti-Harassment and Anti-Bullying Appeal Procedures

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

- R. The cost of all benefits of the Occasional Teacher Bargaining Unit President working on release time shall be paid for by the Bargaining Unit.

S. Financial Reserves

Any financial reserves held by the bargaining unit shall assist in covering the costs of executive release time, members-at-large, professional development, membership training, and technological equipment upgrades.

T. Combination of Bargaining Units (AGM 2023)

1. Prior to any combination and/or integration of the *District 18 Occasional Teacher Bargaining Unit (D18 OTBU)* with the *District 18 Teacher Bargaining Unit (D18 TBU)* allowed for in Section 6(1) of the *School Board Collective Bargaining Act (SBCBA)*, and until and/or unless prevented by Provincial procedures;
 - i. The matter will be brought forward for consideration at an in-person meeting of the membership, for a vote of OTBU Active Members;
 - ii. The vote shall be held by secret ballot;
 - iii. The vote shall declare either support or opposition to such combination and/or integration.
2. Quorum for the in-person meeting referenced in Article X (above) shall be fifty percent plus one (50% +1) of the OTBU Active Membership, and the vote shall be determined by a simple majority of fifty percent plus one (50% +1) of the quorum referenced in in Article XXX (d) above;
3. Within five school days following the vote, the OTBU Executive:
 - i. shall provide the results of the vote count to the OTBU membership;
 - ii. shall provide the results of the vote count to the TBU President;
 - iii. shall provide the results of the vote count to the Provincial Executive, the General Secretary, and the AGS of Protective Services.
4. If at the time of the vote the OTBU has the right to determine whether or not the combination and/or integration referenced in Article X (above) shall take place, then the results of the vote shall determine whether or not to proceed with integration.

U. Ratification of Local Agreement (AGM 2023)

1. There shall be 2 ratification meetings on a Tentative Agreement prior to the voting. The first all Member meeting will be held in person at a central location and the second all Member meeting will be a virtual meeting.
2. Voting on a Local Tentative Agreement will be conducted on the Provincial Voting Centre. Voting will be open for 24 hours following the Member meetings.