



OSSTF / FEESO
DISTRICT 21

ESL CONSTITUTION

2021-2022

TABLE OF CONTENTS

<u>ARTICLES</u>		PAGE
DEFINITIONS		3
ARTICLE 1	Name and Authority	4
ARTICLE 2	Objects	4
ARTICLE 3	Membership	4
ARTICLE 4	Dues & Levies	4
ARTICLE 5	Organization	4
	5.1 Bargaining Unit Executive	4
ARTICLE 6	Meetings	5
ARTICLE 7	Collective Bargaining	5
ARTICLE 8	Standing Committee	5
ARTICLE 9	Amendments	5
ARTICLE 10	Grievances	5
ARTICLE 11	Electronic Meetings	5
ARTICLE 12	Electronic Meeting: Platform	5
ARTICLE 13	Electronic Meeting: Voting	6
ARTICLE 14	Electronic Meeting: Platform Features	6
ARTICLE 15	Electronic Meeting: Rules	6

BY-LAWS

BY-LAW 1	Meetings	7
	1. General Meetings	7
	2. Duties of General Meetings	7
	3. Executive Meetings	7
BY-LAW 2	Quorum	7
BY-LAW 3	Voting	7
BY-LAW 4	Elections	8
BY-LAW 5	Duties of Members	9
BY-LAW 6	Duties of Executive Members	9
BY-LAW 7	Amendments	11
BY-LAW 8	Vacancy	11
BY-LAW 9	Finances	11
BY-LAW 10	Collective Bargaining	11
BY-LAW 11	Duties of Collective Bargaining Committee	11

OSSTF DISTRICT 21 – HAMILTON WENTWORTH
ESL INSTRUCTOR BARGAINING UNIT CONSTITUTION & BY-LAWS

DEFINITIONS

1. “OSSTF” shall mean the Ontario Secondary Teachers’ Federation.
2. “District” shall mean the District 21, Hamilton-Wentworth.
3. “Bargaining Unit” shall be the ESL Instructor Bargaining Unit, which is the OSSTF organization of those Members for whom OSSTF holds bargaining rights under the appropriate legislation.
4. “Constitution” shall mean a system of fundamental principles by which this Bargaining Unit is governed and includes a basic organization of this Bargaining Unit.
5. “By-Laws” shall mean the standing rules governing the membership of this Bargaining Unit on matters which are entirely within the control of this Bargaining Unit.
6. “Policy” shall mean stand or position taken by the Bargaining Unit in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of this Bargaining Unit.
7. “Procedures” shall mean detailed rules established by the Bargaining Unit to govern the “day-to-day” operation of the Bargaining Unit which are consistent with the Constitution, By-Laws and policy.
8. “General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
9. “Member” shall mean an active member (in good standing) of the OSSTF Bargaining Unit.

ARTICLES

ARTICLE 1 – NAME AND AUTHORITY

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 21 Hamilton-Wentworth, ESL Instructors' Bargaining Unit.
- 1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention to the OSSTF/District/Division Constitution, By-Laws, Policies and/or Procedures are null and void.

ARTICLE 2 – OBJECTS

- 2.1 The objects of the ESL Instructors' Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the ESL Instructor's Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

ARTICLE 3 - MEMBERSHIP

- 3.1 Members shall be full-time, part-time and casual ESL Instructors who are members of OSSTF and are employed by the Hamilton-Wentworth District School Board.

ARTICLE 4 – DUES & LEVIES

- 4.1 members shall pay annual dues as prescribed in the By-laws of OSSTF.
- 4.2 There shall be a Unit Levy, the purpose of which shall be to pay the salary and fringe benefits for release time.
- 4.3 The amount of the Levy shall be approved by the Annual General Meeting of this Bargaining Unit.

ARTICLE 5 – ORGANIZATION

- 5.1 Bargaining Unit Executive
 - 5.1.1 There shall be an Executive consisting of the following voting members:
 - 5.1.1.1 Immediate Past President
 - 5.1.1.2 President/Grievance Officer
 - 5.1.1.3 Vice-President
 - 5.1.1.4 Chief Negotiator
 - 5.1.1.5 Secretary
 - 5.1.1.6 Treasurer
 - 5.1.1.7 Membership Secretary
 - 5.1.1.8 Member(s)-at-Large 2 (two)

ARTICLE 6 - MEETINGS

- 6.1 Frequency of Executive and Council Meetings shall be established in the By-Laws.
- 6.2 There shall be an Annual General Meeting.
- 6.3 Special General Meetings may be convened in accordance with the By-Laws.

ARTICLE 7 – COLLECTIVE BARGAINING

- 7.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of member representatives appointed as outlined in the By-Laws.
- 7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit through the Chief Negotiator.

ARTICLE 8 – STANDING COMMITTEES

- 8.1 There shall be Bargaining Unit Committees as required.

ARTICLE 9 – AMENDMENTS

- 9.1 Amendments to the Constitution may be made at an Annual General Meeting as provided in the By-Laws.

ARTICLE 10 – GRIEVANCES

- 10.1 The Grievance Officer/President shall be responsible for grievances.
- 10.2 The Grievance Appeals Committee shall consist of two (2) members of the Bargaining Unit Executive other than the Grievance Officer, plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive.
- 10.3 The Grievance Appeals Committee shall establish procedures for dealing with grievance appeals and publicize such procedures periodically to the membership.

ARTICLE 11 – ELECTRONIC MEETINGS

- 11.1 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically.

ARTICLE 12 – ELECTRONIC MEETING: PLATFORM

- 12.1 The platform in which these electronic meetings can be held is designated by the President.
- 12.2 The designated platform must support anonymous voting and support visible displays identifying those participating. Identifying those seeking recognition to speak, showing the text of pending motions, and showing results of votes
- 12.3 The designated platform must require members, participating in the electronic meeting, to log in to satisfy the process of verification of membership of meeting participants

- 12.4 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF rules of orders.

ARTICLE 13 -ELECTRONIC MEETING: VOTING

- 13.1 An anonymous vote conducted through the designated platform shall be deemed a ballot vote. Fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
- 13.2 Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining unit membership, executive, or committees. Election voting may be set up through Provincial OSSTF in the “My Vote” centre.

ARTICLE 14 – ELECTRONIC MEETING: PLATFORM FEATURES

- 14.1 The Public Chat function must be turned off. Private Chat function can be turned on if it is being used as a mechanism for members to be recognized in debate.
- 14.2 The Voting or Polling System can be used as long as it displays the results of a vote.
- 14.3 The use of video display should be used to present motions and/or documents to the membership.
- 14.4 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

ARTICLE 15 – ELECTRONIC MEETING: RULES

- 15.1 Proper Notice of Meeting and Meeting information (link, login, agenda, minutes, time and date) shall be sent out to members as per the constitution bylaw
- 15.2 The meeting link may open at least 15 minutes prior to the start of the meeting
- 15.3 Members shall login, identify themselves, and maintain internet and audio connection throughout the meeting when present but shall sign out upon any departure prior to adjournment.
- 15.4 Quorum shall be as designated as per the constitution bylaw.
- 15.5 The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 15.6 Members seeking recognition of the floor shall notify the chair by any electronic “Hands Up” method. For larger online meetings, it is advised that someone be assigned to assist the chair by creating a Spotter’s List.
- 15.7 Motions (and/or any other documents) must be displayed to the membership until it is disposed of.
- 15.8 Votes shall be anonymous and shall be conducted via the platform designated for the electronic meeting. When ordered or required, other methods of voting can be used as per the constitution bylaw.

BY-LAWS**BY-LAW 1 - MEETINGS****1.1 General Meetings**

- 1.1.1 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty days prior to the date of the meeting.
- 1.1.2 Notice of other General Meetings shall be given to the Members in writing at least fourteen days in advance of the meeting.
- 1.1.3 The Bargaining Unit President shall call a General Meeting where twenty-five percent of the Members make such a request in writing to the President.
- 1.1.4 Prior to the Membership voting to accept or reject any contract offer on salary, conditions of work, fringe benefits or any other matters under negotiations with the Board, the Unit President shall call a General Meeting at which the Chief Negotiator shall present the contract offer.
- 1.1.5 Such meeting notification shall be as defined in the Labour Relations Act.

1.2 Duties of Annual General Meetings

- 1.2.1. The Annual General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
 - 1.2.2 election procedures for Bargaining Unit Officers.
 - 1.2.2 the formation of internal organizations and procedures.
 - 1.2.4 the establishment, amendment or rescission of Bargaining Unit Policy.
 - 1.2.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members on the conduct of the business of the Bargaining Unit.

1.3 Executive Meetings

- 1.3.1 The Bargaining unit Executive shall meet at the call of the President, but not less than five times per school year.
- 1.3.2 The Bargaining Unit President shall call a meeting of the Executive when 25% of the Members of the Executive make such a request in writing to the President.

BY-LAW 2 – QUORUM

- 2.1 A quorum for meetings of the Executive shall be a simple majority.
- 2.2 A quorum for annual meetings shall be determined by the Bargaining Unit Executive.
- 2.3 A quorum for general meetings shall be 20% of the Bargaining Unit membership.

BY-LAW 3 – VOTING

- 3.1 Any member of the Bargaining Unit may attend, speak and vote at the Annual General Meeting and at any special General Meeting duly convened.
 - 3.1.1 Any employee in the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer.
 - 3.1.2 Such vote shall be by secret ballot.

BY-LAW 4 – ELECTIONS**4.1 Election**

- 4.1.1 Any member in good standing shall be eligible to hold elected office in the Bargaining Unit.
- 4.1.2 A Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of his/her predecessor.
- 4.1.3 Elections of the Unit Officers shall take place at the Annual Meeting in the following order:
 - President/Grievance Officer
 - Chief Negotiator
 - Vice-President
 - Secretary
 - Treasurer
 - Membership Secretary
 - Members-at-Large
- 4.1.4 The term of office shall be for 2 (two) years.

4.2 Balloting

- 4.2.1 All elections shall be by secret ballot.
- 4.2.2 The election of all officers shall be by a simple majority vote of those qualified to vote, present and voting.
- 4.2.3 In the case of more than two candidates for any of the elected offices, and failing a majority for any candidate on the first ballot, the candidate with the lowest number of votes shall be dropped from the succeeding ballots until a majority is reached.
- 4.2.4 Notice of Unit elections shall be sent to all members, in writing, at least four (4) weeks prior to the Annual Meeting by the Unit Secretary. The notice shall solicit nominations for the elected positions.

4.3 AMPA Delegates

- 4.3.1 In the event that the President is unable to be the AMPA delegate, or in the year that the Unit has the District alternate position, AMPA delegates shall be elected by Executive at the December Executive meeting.
- 4.3.2 For the position of AMPA Delegate, the number of Bargaining Unit Delegate position(s) shall be filled by the equal number of members with the highest vote count. Once all positions are filled, the balance of names shall fill the alternate position(s), in order of most votes. The remainder of nominees shall have their

name retained on a list, in order of vote count, to move into a position if it becomes vacant.

4.4 Nominations

- 4.4.1. Nominations for Unit Executive Officers may be submitted in writing to the Unit Secretary, not later than twenty-one (21) days prior to the Annual Meeting and shall be identified as “on-time” nominations. Such on-time” nominations shall be

- included in the “on-time” materials provided to the membership in writing at least fourteen (14) days prior to the Annual Meeting.
- 4.4.2 For an “on-time” nomination to be valid, candidates must have their nomination papers signed by two (2) active members.
- 4.4.3 A nomination will be received from the Floor of the Annual Meeting provided the nomination is signed by three (3) active members.
- 4.4.4 Nominees for the position of President, Chief Negotiator, and Vice-President shall have the opportunity to address the Annual Meeting for a period not to exceed five (5) minutes. All other elected positions shall have the opportunity to address the Annual General Meeting for a maximum of three (3) minutes.
- 4.4.5 There shall be an opportunity provided for questions to the nominees for the position of President, Chief Negotiator, and Vice President.
- 4.5 **AMPA Delegate Nominations**
- 4.5.1 In the event that the President is unable to be the AMPA Delegate, or in the year the Unit has the District Alternate position, nomination shall be sought for the position of AMPA Delegate by notification to the membership soliciting names by the last week in November.
- 4.5.2 The AMPA Delegate and Alternate shall be elected by the Unit Executive at the December Executive meeting.

BY-LAW 5 – DUTIES OF MEMBERS

- 5.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers’ Federation as defined in By-Law 4 Rights, Privileges and Duties, Section 2 – Duties of Members.

BY-LAW 6 – DUTIES OF EXECUTIVE MEMBERS

- 6.0 To appoint a Unit Delegate(s) to the Provincial Assembly of OSSTF.
- 6.1 The duties of the President shall be:
- 6.1.1 assume the role of Chief Executive Officer for the Collective Agreement.
- 6.1.2 call and preside over all Executive and General Meetings.
- 6.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook. 7.1.4 be an ex-officio member of all Bargaining Unit committees.
- 6.1.5 attend all District 21, Co-ordinating Committee meetings or ensure that a member of the Bargaining Unit attends in their place.
- 6.1.6 report to the Bargaining Unit Executive and Members, the activities and concerns of the District.
- 6.1.7 report to the members at the Annual General Meeting.
- 6.1.8 be a member of the Collective Bargaining Committee.
- 6.1.9 represent all Members fairly whether they are union members or not.
- 6.1.10 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until that vacancy is filled.
- 6.1.11 bring forward grievances on behalf of the Members of the Bargaining Unit.
- 6.1.12 represent the Bargaining Unit at Provincial Council in accordance with the constitution and By-Laws of OSSTF/FEESO.
- 6.1.13 be the Unit’s delegate to AMPA

- 6.1.14 administer the District Anti-Harassment Policy

- 6.2 The duties of the Vice-President shall be to:
 - 6.2.1 perform the duties of the President in the President's absence.
 - 6.2.2 carry out duties as may be assigned by the President
 - 6.2.3 chair the Annual General Meeting

- 6.3 The duties of the Secretary shall be to:
 - 6.3.1 keep a record of the minutes of all General and Executive meetings.
 - 6.3.2 send a copy of the minutes to each member of the Executive.

- 6.4 The duties of the Treasurer shall be:
 - 6.4.1 arrange the financial affairs of the Bargaining Unit.
 - 6.4.2 carry out duties as may be assigned by the President.
 - 6.4.3 attend the District Co-ordinating Committee meetings.

- 6.5 The duties of the Chief Negotiator shall be:
 - 6.5.1 be responsible for the information of negotiating procedures and strategies.
 - 6.5.2 meet as required with the representatives of the Board.
 - 6.5.3 present all items passed by the CBC to the Board for inclusion in the collective agreement.
 - 6.5.4 co-ordinate preparation of the negotiating brief on behalf of the ESL Instructors' Bargaining Unit of District 21 (Hamilton-Wentworth) membership.
 - 6.5.5 negotiate the collective agreement.
 - 6.5.6 keep an up-to-date manual of settlements from all OSSTF Districts and/or Divisions.
 - 6.5.7 predict future demands for salary, fringe benefits and working conditions.
 - 6.5.8 make periodic progress reports on negotiations to the Executive and membership.
 - 6.5.9 report to the Unit Annual Meeting
 - 6.5.10 sit as a member of the District Co-ordinating Committee
 - 6.5.11 carry out such other duties as may be assigned by the Unit President.
 - 6.5.12 to be the Chair of the Collective Bargaining Committee
 - 6.5.13 to call and to report to the membership at a ratification meeting the proposed new Collective Agreement.
 - 6.5.14 to conduct the ratification of the proposed Collective Agreement as outlined in the Ontario Labour Relations Act.

- 6.6 The duties of the Member-at-Large shall be to:
 - 6.6.1 perform duties as assigned by the President

- 6.7 The duties of the Membership Secretary shall be to:
 - 6.7.1 maintain the membership list.
 - 6.7.2 communicate with new members.

- 6.8 Honorariums
 6.8.1 There shall be an annual honorarium awarded to:
 President - \$750.00
 Vice-President - \$450.00
 Treasurer - \$150.00

BY-LAW 7 – AMENDMENTS

- 7.1 Amendments to the Constitution and By-Laws may be made at the Annual General Meeting of the Bargaining Unit as follows:
 7.1.1 By a two-thirds majority vote of the Members present and voting provided notice of the proposed amendment shall have been submitted in writing to the Unit President at least 30 calendar days prior to the Unit Annual General Meeting.
 7.1.2 By a three-quarters vote of the members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the President at least 20 calendar days prior to the Unit Annual General Meeting.
 7.1.3 The Unit President must inform the Members in writing of the amendments at least 14 calendar days prior to the Unit Annual General Meeting.
 7.1.4 By a nine-tenths vote of the Members present and voting, where the notice has not been given out as outlined in By-Laws 7.1.1 and 7.1.2.
 7.2 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at the next Annual General Meeting by a simple majority vote of the members present and voting.

BY-LAW 8 - VACANCY

- 8.1 If a vacancy occurs in any Bargaining Unit Executive position, except the Presidency, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
 8.2 Where no nominations are forthcoming, the Executive may appoint a Member to fill the vacancy.
 8.3 Where the vacancy occurs in the Presidency, the Vice-President shall assume the position for the remainder of the term of office.

BY-LAW 9 – FINANCES

- 9.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
 9.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the Budget as approved by the Annual General Meeting.
 9.3 Cheques drawn on the Bargaining Unit account shall require two signatures (normally the Treasurer and Bargaining Unit President).
 9.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

- 9.5 The Unit Reserve Fund consists of such funds as declared surplus by the Treasurer with the approval of the Unit Council.
- 9.6 The Unit Reserve Fund shall not exceed 50% of total Unit allocations as approved in the District Budget. Any amount over the 50% of total Unit allocations shall be placed in the District Reserve Fund.
- 9.7 **Levy**
- 9.7.1 Each member shall pay a Unit Levy per pay period worked.
- 9.7.2 For each member the Levy shall be payable pursuant to the appropriate Article of the Collective Agreement.
- 9.7.3 The Unit Treasurer shall place the Levy funds in a designated Unit Levy Account.

BY-LAW 10 – COLLECTIVE BARGAINING

- 10.1 The Collective Bargaining Committee shall consist of a minimum of six (6) and a maximum of ten (10) members. The members shall be: the Chief Negotiator, the President and other interested members who will submit their names to the Chief Negotiator.
- 10.2 There shall be representation from different sites, as well as, when possible, at least one part-time member and one casual member on the Committee.
- 10.3 When vacancies exist on the Committee, the Executive shall search for and appoint representatives to fill the vacancies as outlined in 10.2 above.
- 10.4 There shall be a Table Team consisting of four (4) members of the Collective Bargaining Committee, elected by the Committee. The Chief Negotiator and the President shall be members of the Table Team.

BY-LAW 11 – DUTIES OF COLLECTIVE BARGAINING COMMITTEE

It shall be the duty of the Collective Bargaining Committee to:

- (a) seek input from all members on bargaining priorities
- (b) prepare a negotiating brief;
- (c) seek approval for the brief from the Provincial Office of OSSTF;
- (d) communicate with the members on the progress of the negotiations;
- (e) seek approval of the members on any Collective Agreement

