



OSSTF / FEESO  
DISTRICT 21

OCCASIONAL  
TEACHERS/TEACHERS'  
BARGAINING UNIT

Constitution and BY-LAWS

Revised July 1, 2023

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## **ARTICLES**

### **ARTICLE 1 - DEFINITIONS**

- 1.1 All definitions shall be as specified in Article 1 of the Constitution.
- 1.2 “Board” shall mean the Hamilton-Wentworth District School Board
- 1.3 “District” shall mean District 21 of the Ontario Secondary School Teachers’ Federation (OSSTF)
- 1.4 “Member” shall mean an OSSTF member who is an active member of the Unit.
- 1.5 “Teachers’ Council” shall mean the Council composed of Executive members and representatives from Branches representing both permanent and occasional teachers.
- 1.6 “Unit” shall mean the Teachers’/Occasional Teachers’ Bargaining Unit of OSSTF District 21 comprised of OSSTF Teachers’ and Occasional Teachers’.
- 1.7 Other definitions shall be those defined by the Constitution of OSSTF.

### **ARTICLE 2 – COMPLIANCE WITH OSSTF AND DISTRICT CONSTITUTIONS**

- 2.1 This Constitution cannot contravene the Provincial OSSTF Constitution, Bylaws, Policies, and Procedures.
- 2.2 This Constitution is established under the Constitution and Bylaws of the Ontario Secondary School Teachers’ Federation, a Provincial body, which is a federation affiliate of the Ontario Teachers’ Federation, and, where silent on a matter, the Constitution, Bylaws, and Policies of the Ontario Secondary School Teachers’ Federation shall be used.
- 2.3 This Constitution cannot contravene the District Constitution, Bylaws, Policies, or Procedures.

### **ARTICLE 3 – PARLIAMENTARY AUTHORITY**

- 3.1 Meetings of the Bargaining Unit and/or Branches shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF/FEESO Constitution and Bylaws.

### **ARTICLE 4 - UNIT LEVY**

- 4.1 There shall be a Unit Levy, the purpose of which shall be to pay the salaries and fringe benefits of Unit Officers, for all or part of the school year in which they are released from teaching duties in the manner prescribed in the By-Laws.
- 4.2 The amount of this levy is subject to the approval of the membership at the Unit Annual Meeting.

### **ARTICLE 5 - ORGANIZATION**

- 5.1 **Branch**
  - 5.1.1 The Teachers' Unit of OSSTF District 21, Hamilton-Wentworth shall be divided into Branches in accordance with the Constitution of OSSTF.
  - 5.1.2 A Branch shall consist of all Members
    - 5.1.2.1 in one school within the District.

- 5.1.2.2 assigned to the Education Centre and other Education Centre sites.
- 5.1.2.3 assigned to community facilities, offsite day school programs, and Alternative Education sites
- 5.1.2.4 assigned to Continuing Education programs.
- 5.1.2.5 employed as secondary occasional teachers.
- 5.1.3 Each Member in a Branch shall have one vote at a Branch meeting.
- 5.1.4 Each Branch shall have a Branch Executive consisting of:
  - 5.1.4.1 a Branch President
  - 5.1.4.2 a Deputy Branch Representative
  - 5.1.4.3 one representative to each of the following *Unit* Standing and Ad-Hoc Committees:
    - 5.1.4.3.1 Collective Bargaining Committee
    - 5.1.4.3.2 Communications/Political Action Committee
    - 5.1.4.3.3 Educational Services Committee
  - 5.1.4.4 one representative to each of the following *District* Standing Committees:
    - 5.1.4.4.1 Health and Safety
    - 5.1.4.4.2 Status of Women
    - 5.1.4.4.3 Humans Rights
  - 5.1.4.5 such other members as the Branch or Unit Executive may annually decide.
- 5.1.5 The members of the Branch Executive shall be elected or appointed in the manner prescribed in the By-Laws.

## 5.2 **Unit Executive**

- 5.2.1 There shall be a Unit Executive consisting of:
  - 5.2.1.1 the President
  - 5.2.1.2 the 1<sup>st</sup> Vice-President
  - 5.2.1.3 Chief Negotiator
  - 5.2.1.4 the 2<sup>nd</sup> Vice-President
  - 5.2.1.5 Secretary
  - 5.2.1.6 Treasurer
  - 5.2.1.7 Communications/Political Action Officer
  - 5.2.1.8 Educational Services Officer
  - 5.2.1.9 the Status of Women Officer
  - 5.2.1.10 Human Rights Officer
  - 5.2.1.11 Equity, Anti-Racism, and Anti-Oppression Officer
- 5.2.2 There shall be a Health & Safety Officer, who shall be appointed by Council, from the Executive Officers listed in Article 5.2.1.
- 5.2.3 There shall be a Constitution Officer, who shall be appointed by Council, from the Executive Officers listing in Article 5.2.1.
- 5.2.4 The members of the Executive shall be elected in the manner prescribed in the By-Laws. Each member of the Executive shall have one vote at Executive Meetings.
- 5.2.5 All members of the Executive must be active members of the Bargaining Unit.

## 5.3 **Teachers' Council**

- 5.3.1 There shall be a Teachers' Council consisting of:
  - 5.3.1.1 representative(s) from each Branch

- 5.3.1.2 members of the Unit Executive
- 5.3.1.3 the Constitution Officer (non-voting)
- 5.3.1.4 The number of Teachers' Council Representatives at a branch shall not decrease after elected, however, the number may increase should the number of members increase during the school year.
- 5.3.2 Annually, representation on Teachers' Council shall be as follows:
  - 5.3.2.1 For branches with forty (40) or fewer members, a Branch President.
  - 5.3.2.2 For branches with forty-one (41) to one hundred and fifty (150) Members, inclusive, a Branch President and a Deputy Branch President.
  - 5.3.2.3 For branches with one hundred and fifty-one (151) members or more, a Branch President and two Deputy Branch Presidents."
- 5.3.3 All members of the Teachers' Council shall have one vote at Council meetings.
- 5.3.4 Members of the Teachers' Council shall be elected or appointed in the manner prescribed in the By-Laws.

#### 5.4 **Unit Annual Meeting**

- 5.4.1 The Unit Annual Meeting shall be the supreme policy-making body of the Teachers' Bargaining Unit of OSSTF District 21, Hamilton-Wentworth.
- 5.4.2 There shall be a Unit Annual Meeting open to all Members.
- 5.4.3 Each Member shall have one vote at the Unit Annual Meeting or Special Unit Meetings and may move, second, and vote on motions.
- 5.4.4 The Unit Annual Meeting and Special Unit Meetings shall be convened in the manner prescribed in the By-Laws.

#### 5.5 **Unit Standing Committees**

- 5.5.1 There shall be the following Unit Standing Committees with terms of reference and duties as designated in the By-Laws.
  - 5.5.1.1 Collective Bargaining Committee
  - 5.5.1.2 Educational Services Committee
- 5.5.2 The Members of Unit Standing Committees shall be elected or appointed in the manner prescribed in the By-Laws.
- 5.5.3 Unit Standing Committees shall be responsible to the Teachers' Council between Unit Annual Meetings.
- 5.5.4 There shall be a **Unit Collective Bargaining Committee** consisting of the following voting members:
  - 5.5.4.1 a Chairperson who is the Chief Negotiator
  - 5.5.4.2 a Vice-Chairperson
  - 5.5.4.3 the 1<sup>st</sup> Vice President
  - 5.5.4.4 the 2<sup>nd</sup> Vice President
  - 5.5.4.5 the President
  - 5.5.4.6 one representative from each Branch.
- 5.5.5 There shall be a **Unit Educational Services Committee** consisting of the following voting members:
  - 5.5.5.1 a Chairperson who is the Educational Services Officer
  - 5.5.5.2 a Vice-Chairperson
  - 5.5.5.3 one representative from each Branch.

## 5.6 **Unit Ad-Hoc Committees**

- 5.6.1 There shall be the following Unit Ad-Hoc Committees established annually:
  - 5.6.1.1 Finance Committee
  - 5.6.1.2 Negotiating Committee (established and empowered to negotiate from the October Teachers' Council Meeting to the next October Teachers' Council Meeting.)
  - 5.6.1.3 Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee.
  - 5.6.1.4 Walter Lunn and Walter Clarke Awards Selection Committee
  - 5.6.1.5 Health and Safety Committee.
- 5.6.2 The Members of Unit Ad-Hoc Committees shall be elected or appointed in the manner prescribed in the By-Laws.
- 5.6.3 Unit Ad-Hoc Committees shall be responsible to the Teachers' Council between Unit Annual Meetings.
- 5.6.4 There shall be a **Unit Finance Committee** consisting of the following voting members:
  - 5.6.4.1 a Chairperson who is the Treasurer
  - 5.6.4.2 the President
  - 5.6.4.3 the 2<sup>nd</sup> Vice-President
  - 5.6.4.4 three Members appointed by the Teachers' Council.
- 5.6.5 There shall be a **Unit Negotiating Committee** consisting of the following voting members:
  - 5.6.5.1 a Chairperson who is the Chief Negotiator
  - 5.6.5.2 the Collective Bargaining Committee Vice-Chairperson
  - 5.6.5.3 the President
  - 5.6.5.4 the Unit 1<sup>st</sup> Vice President
  - 5.6.5.5 Sufficient members to ensure the complement of the negotiating team is a total of six members elected by the Collective Bargaining Committee and ratified by the Teachers' Council.
- 5.6.5 There shall be a **Unit Health and Safety Committee** consisting of the following voting members, who shall meet at the discretion of the Chairperson:
  - 5.6.6.1 a Chairperson who is the Unit Health and Safety Officer
  - 5.6.6.2 the President
  - 5.6.6.3 one representative from each Branch.
- 5.6.7 There shall be a **Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee** consisting of the following voting members:
  - 5.6.7.1 the President or designate
  - 5.6.7.2 Unit Educational Services Committee members.
  - 5.6.7.3 up to four additional members of the Teachers' Unit as appointed by the Teachers' Unit Council.
- 5.6.8 There shall be a **Walter Lunn and Walter Clarke Awards Selection Committee**, consisting of the following voting members:
  - 5.6.8.1 the President or designate
  - 5.6.8.2 Unit Educational Services committee members
  - 5.6.8.3 up to three additional members of the Teachers' Unit as appointed by



Teachers' Unit Council who are not current nominees for either award

### **5.7 Special Committees**

5.7.1 There shall be such Special Committees as the Teachers' Council or Unit Annual Meeting may from time to time deem necessary.

### **5.8 Unit Delegates to the Provincial Assembly**

5.8.1 The Delegates to the Provincial Assembly shall be elected in the manner prescribed in the By-Laws.

## **ARTICLE 6 - BY-LAWS**

6.1 The Bargaining Unit, in an Annual General Meeting called in accordance with the Bylaws, may pass Bylaws not inconsistent with this Constitution or its Bylaws, concerning:

- 6.1.1 the procedures for the selection of its officer holders;
- 6.1.2 the management of its own internal organization and administration;
- 6.1.3 the time, place, and conduct of its Annual General Meeting, and its other meetings;
- 6.1.4 the establishment, amendment, or deletion of Bargaining Unit Procedures and/or Policies;
- 6.1.5 the conducting of the Bargaining Unit's financial affairs, including the appointment of the auditors; and
- 6.1.6 the administration and maintenance of the Collective Agreement which is in effect and applicable to the members.

## **ARTICLE 7 – AMENDMENTS TO THE ARTICLES**

7.1 Amendments to the Articles of this Constitution may be made by a two-thirds (2/3) majority vote of the members present, qualified to vote, and voting at the General Meeting of the Bargaining Unit, providing that notice of the amendment has been given, in writing, to the Bargaining Unit President no fewer than twenty (20) working days prior to the General Meeting.

7.2 Amendments may be made by a nine-tenths (9/10) vote of the members present, qualified to vote, and voting at a General Meeting when notice of the amendment has not been given, in writing, to the Bargaining Unit President twenty working days prior to the General Meeting.

## **ARTICLE 8 – ELECTRONIC MEETINGS**

### **8.1 Electronic Meetings**

8.1.1 As necessary, meetings of the Bargaining Unit membership, executive, council, or committees may be held electronically. Under no circumstances can any part of the electronic meeting be recorded.

## **BY- LAWS**

### **BY-LAW 1 - FISCAL YEAR**

1.1 The fiscal year of the Teachers' Unit shall be July 1 to June 30 of the following

year.

### **BY-LAW 2 - MEMBERSHIP**

Further to Article 3 of the Teachers' Unit Constitution.

2.1 Members who have retired from teaching, and in the opinion of the Teachers' Council have rendered meritorious services to OSSTF, may be recommended to the Provincial Executive for Honorary Associate Membership.

2.2 Honorary Associate Members shall be entitled to receive routine information and official communications at the discretion of the Teachers' Council.

2.3 Honorary Associate Members may be invited to Unit Meetings.

### **BY-LAW 3 - AWARDS, SCHOLARSHIPS AND FINANCIAL CONTRIBUTIONS**

3.1 A special Award of Merit may be conferred by the Teachers' Unit of District 21 upon any person who has made a vital contribution to education or the teaching profession.

3.2 Scholarships and other awards may be created and awarded in the following manner:

3.2.1 Terms of reference shall be determined by the Teachers' Council.

3.2.2 The rationale and procedures for awards, scholarships and financial contributions by the Unit shall be appended to the By-Laws of the Unit.

3.2.3 Scholarships and awards shall be administered by the Unit Executive in accordance with the monies provided by the Unit Annual Meeting.

### **BY-LAW 4 - ELECTIONS, APPOINTMENTS**

#### **4.1 Executive Offices**

4.1.1 Any Unit Member is eligible to hold any Federation appointment or elective office at the Unit level.

4.1.2 Any Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of their predecessor.

4.1.3 Election to the following offices shall take place bi-ennially at the Unit Annual Meeting in the following order:

4.1.3.1 President

4.1.3.2 1<sup>st</sup> Vice-President

4.1.3.3 Chief Negotiator

4.1.3.4 2<sup>nd</sup> Vice-President

4.1.3.5 Secretary

4.1.3.6 Treasurer

4.1.3.7 Communications/Political Action Officer

4.1.3.8 Educational Services Officer

4.1.3.9 Status of Women Officer

4.1.3.10 Human Rights Officer

**4.1.3.11 Equity, Anti-Racism, and Anti-Oppression Officer**

4.1.4 A Member may hold only one position on the Unit Executive during a term of office.

**Committee Vice-Chairpersons**

- 4.1.5 The following officers shall be elected annually at the September meeting of the respective Unit Standing Committee:
- 4.1.5.1 Collective Bargaining Committee Vice-Chairperson
- 4.1.5.2 Educational Services Committee Vice-Chairperson

**Branch Representatives**

- 4.1.6 Branch Executive representatives shall be elected annually from the Branch Members prior to the first Friday following Labour Day and take office that same Friday.
- 4.1.6.1 No Member of a Branch may represent the Branch in more than 2 capacities without obtaining the prior permission of the Teachers' Council.
- 4.1.6.2 **One member of a Branch may not hold the role of Branch President and Deputy Branch President simultaneously.**
- 4.1.6.3 Branch elections will follow the Branch Elections Protocol, as amendable by Council.

**AMPA Delegates and Alternates**

- 4.1.7 Delegates to the Provincial Assembly shall be elected annually at the November meeting of the Teacher's Council and take office immediately.
- 4.1.7.1 Voting delegate position(s) to the Provincial Assembly shall be designated for an Occasional Teacher(s) based on the provincial allotment for delegates who shall be elected in accordance with Bylaws 4.4 and 4.5.

**4.1.8 Provincial Offices**

- 4.1.8.1 Nomination of a Member to any Provincial OSSTF Executive or OTF Office shall be subject to approval of each Unit Council as outlined in the District Constitution and By-Laws.

**4.2 Term of Office**

- 4.2.1 The term of office for all Teachers' Unit Executive except those otherwise specified shall be two years, with the two-year term beginning on July 1 and ending two years later on June 30.

**4.3 Vacancies**

- 4.3.1 In the event that the Office of the Unit President becomes vacant, the Unit Executive shall immediately appoint the Unit 1<sup>st</sup> Vice-President as Acting Unit President.
- 4.3.2 In the event that the Office of Unit 1<sup>st</sup> Vice President becomes vacant, the Unit Executive shall immediately appoint the Unit 2<sup>nd</sup> Vice President as Acting Unit 1<sup>st</sup> Vice President, subject to the terms of office.
- 4.3.3 In the event that the Office of Chief Negotiator becomes vacant, Teachers' Council shall appoint an Acting Unit Chief Negotiator from amongst the members of the Collective Bargaining Committee, Teachers' Council, or the Teachers' Executive, subject to the terms of office.
- 4.3.4 In the event that the Office of Unit 2<sup>nd</sup> Vice President become vacant, the

- Unit Executive shall immediately seek and recommend candidates from Teachers' Executive or Teachers' Council to Teachers' Council for filling the vacancy as Acting Unit 2<sup>nd</sup> Vice President, subject to the terms of office.
- 4.3.5 In the event that a vacancy occurs in any other Office filled at the Unit Annual Meeting or at a Teachers' Council Meeting, the Unit Executive shall immediately seek and recommend candidates to Teachers' Council for filling the vacancy from amongst the general membership, subject to the terms on the office.
- 4.3.6 With approval of Teachers' Council, an Alternate may take the place of a Branch representative to Teachers' Council at any given Council meeting and shall retain all rights and privileges of the Branch representative.
- 4.3.6.1 In the event the Unit President requires a statutory/sick leave, Teachers' Council shall appoint the Unit 1<sup>st</sup> Vice President as Acting Unit President, and the 2<sup>nd</sup> Vice President as Acting 1<sup>st</sup> Vice President for the duration of the leave, subject to the terms of office.
- 4.3.6.2 In the event the Unit 1<sup>st</sup> Vice President requires a statutory/sick leave, or is temporarily appointed to fulfill an acting position as the result of a statutory or sick leave, Teachers' Council shall appoint the Unit 2<sup>nd</sup> Vice President as Acting Unit 1<sup>st</sup> Vice President for the duration of the leave, subject to the term of office.
- 4.3.6.3 In the event the Chief Negotiator requires a statutory/sick leave, or is temporarily appointed to fulfill an acting position as the result of a statutory or sick leave, Teachers' Council shall appoint an Acting Chief Negotiator from amongst the members of the collective bargaining committee, Teachers' Council, or Teacher Executive, subject to the term of office.
- 4.3.6.4 Should any other member of Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, Teachers' Unit Council shall appoint an acting replacement from amongst the members of Teachers' Council for the duration of the leave, subject to the term of office.

#### 4.4 **Nominations**

- 4.4.1 Nominations for Unit Executive offices may be submitted in writing to the Unit Secretary:
- 4.4.1.1 not later than twenty one (21) days prior to the Unit Annual Meeting by the submission of a nomination form signed by 10 members of the Unit for inclusion in on-time information.
- 4.4.1.2 from the floor of the Unit Annual Meeting, only when there are no on-time nominations for an Executive position, provided the nomination is signed by 10 members of the Unit, who are in attendance.
- 4.4.2 Nominees for Unit Executive offices shall have the opportunity to address the Unit Annual Meeting for a period not to exceed five (5) minutes.
- 4.4.3 Nominees for delegates to the Provincial Assembly shall have the opportunity to address the November Teachers' Council Meeting for a period not to exceed two (2) minutes.
- 4.4.3.1 Occasional Teachers are eligible to be nominated as delegates to the Provincial Assembly.

## 4.5 **Balloting**

4.5.1 All elections shall be by secret ballot.

### **Executive Officers**

4.5.2 The election of all officers shall be by a majority vote of those qualified to vote, present and voting.

4.5.2.1 In the case of more than two candidates for any of the Unit 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.

### **AMPA Delegates & Alternates**

4.5.3 On-time nominations shall be received by the President, who shall be the Electoral Officer, from November 1<sup>st</sup> until the closing of the nominations prior to noon on the day of the November Council Meeting.

4.5.3.1 Should there be an insufficient number of on-time nominations, nominations from the floor of Council shall be considered.

4.5.3.2 Election of delegates and alternates to the Provincial Assembly are assigned from those Members who gain the highest vote on the first ballot at the November Teachers' Council Meeting.

4.5.3.4 In the case of a tie for the final delegate's or alternate's position a run off election will be held immediately following the release of the first ballot results.

4.5.3.5 An election for the designated Occasional Teacher position(s) shall occur prior to election of the remaining delegates and alternates to the Provincial Assembly.

4.5.3.6 An unsuccessful candidate for the designated Occasional Teacher delegate position shall have the right to notify the Chair that they wish to stand as a candidate for the remaining positions of delegates and alternates to the Provincial Assembly.

4.5.3.7 Should no nominations for the designated Occasional teacher delegate position(s) be submitted in accordance with Bylaw 4, the position(s) will be declared vacant and will be filled by Teacher Council in accordance with Bylaw 4.5.3.

### **Additional Provincial Councillor(s)**

4.5.4 Election of any additional Provincial Councillor(s) shall occur at the June Executive meeting from the members of the Executive.

4.5.4.1 Should the Bargaining Unit's Provincial Councillor(s) be unable to attend a meeting of the Provincial Council, the President shall select an alternate from member of Executive.

## 4.6 **Campaigning**

4.6.1 Rules for Unit Executive campaigns shall be governed by the "Campaign Manual" which shall be reviewed and renewed annually at the January Council Meeting.

## **BY-LAW 5 - CONVENING OF MEETINGS**

### **5.1 Unit Meetings**

- 5.1.1 The Unit Annual Meeting shall be held by the end of April at a time and place established by Teachers' Council.
- 5.1.2 On written request, the Unit Executive, Teachers' Council or 25 Members may direct the Unit President to call a Unit meeting.
- 5.1.2.1 All Branches must be given one-week notice in writing identifying the purpose of the Unit meeting.
- 5.1.3 Prior to the Membership voting to accept or reject any contract offer on salary, conditions of work, fringe benefits, or any other matters under negotiation with the Board, the Unit President shall call a Unit Meeting, at which the Negotiating Committee shall present the contract offer.

### **5.2 Teachers' Council Meetings**

- 5.2.1 Teachers' Council shall meet **at the call of the President.**
- 5.2.2 **Teachers' Council will hold its first meeting before September 30 each year and shall meet no less than five (5) times per year.**
- 5.2.3 **A special meeting of Teacher's Council may be called by the President or by written request of any five (5) members of the Council. The written request shall specify the purpose of the special meeting.**
- 5.2.4 **All meetings shall be in-person.**
- 5.2.5 **A quorum of fifty (50) percent of Teachers' Council members shall be required for conducting Unit business requiring voting.**

### **5.3 Unit Executive Meetings**

- 5.3.1 The Executive shall meet **at the call of the President.**
- 5.3.2 **The Executive will hold its first meeting before September 30 of each year and shall meet no less than five (5) times per year.**
- 5.3.3 **A special meeting of the Executive may be called by the President or by written request of any two (2) members of the Executive. The written request shall specify the purpose of the special meeting.**
- 5.3.4 **All meetings shall be in-person.**
- 5.3.5 **A quorum of fifty (50) percent of Executive members shall be required for conducting Unit business requiring voting.**

### **5.4 Unit Committee Meetings**

- 5.4.1 A Unit Committee shall meet at such time as the Committee Chairperson, the Unit Executive or the Teachers' Council shall direct, or upon the written request of five members of that Standing committee, or of two members of that Ad-Hoc Committee.

### **5.5 Branch Meetings**

- 5.5.1 The Branch membership shall meet at the call of the Branch Staff Representative or on the written request of ten (10) Members of the Branch.

### **5.6 Meetings of Delegates to the Provincial Assembly**

- 5.6.1 The Delegates and Alternates shall meet as required prior to AMPA, as is necessary, for the efficient conduct of its business, or at the request of the Delegation Chairperson (Unit President).

## 5.7 **Electronic Meetings**

### 5.7.1 **Electronic Meetings: Platform**

- 5.7.1.1 The platform in which these electronic meetings can be held is designated by the President.
- 5.7.1.2 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.
- 5.7.1.3 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.
- 5.7.1.4 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, council, or committees, or by OSSTF rules of order.

### 5.7.2 **Electronic Meeting: Voting**

- 5.7.2.1 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.
- 5.7.2.2 Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining Unit membership, executive, council, or committees

### 5.7.3 **Electronic Meeting: Platform Features**

- 5.7.3.1 The Public Chat function must be turned off.
- 5.7.3.2 The Voting or Polling System can be used as long as it displays the results of a vote.
- 5.7.3.3 The use of video display should be used to present motions.
- 5.7.3.4 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

### 5.7.4 **Electronic Meeting: Rules**

- 5.7.4.1 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.
- 5.7.4.2 The meeting link shall open at least 15 minutes prior to the start of the meeting.
- 5.7.4.3 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.
- 5.7.4.4 Quorum shall be as designated as per the constitution bylaw.
- 5.7.4.5 The chair can mute a member if the member is causing interference with the meeting.
- 5.7.4.6 Members seeking recognition of the floor shall notify the chair by raising their virtual hand.
- 5.7.4.7 Motions must be displayed to the membership until they are disposed of.

- 5.7.4.8 Votes shall be anonymous and shall be conducted via the platform designated for the electronic meeting.

### **BY-LAW 6 - QUORUM**

A quorum for OSSTF District 21 (Hamilton-Wentworth) meetings shall be:

- 6.1 Unit meetings: the greater of members in attendance or 100 members.
- 6.2 Teachers' Council meetings: 50% of the Members of Council
- 6.3 Unit Executive meetings: 50% of the Members of Executive
- 6.4 Committee meetings committee: 50% of the voting Members of the
- 6.5 Branch meetings: 50% of the Members of the Branch.  
(except Occasional Branch meetings)
- 6.6 Occasional Branch Meetings: 18 members of the Branch

### **BY-LAW 7 - PROCEDURES FOR MEETINGS**

- 7.1 The Rules of Order of OSSTF are the parliamentary authority for OSSTF District 21 (Hamilton-Wentworth) meetings.
- 7.2 Motions shall be presented to the Secretary in writing at the Teachers' Council, Unit Executive and Unit Annual Meetings.
- 7.3 The Unit Annual Meeting will consider the following business:
  - appointment of scrutineers, steering committee, credentials committee and any other temporary committees
  - adoption of the agenda
  - minutes of the previous meeting and business arising therefrom
  - action items
  - election of officers
  - report of the Treasurer and business arising therefrom
  - appointment of auditors
  - communications and business arising therefrom
  - reports of officers and committee chairpersons
  - reports from OSSTF Provincial Office
  - amendments to the constitution
  - new business

### **7.4 Executive Session**

- 7.4.1 A committee, Council, or General Membership shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.
- 7.4.2 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."
- 7.4.3 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.
- 7.4.4 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 committee/Council specifically directs it otherwise.
- 7.4.5 Within Executive Session, the standard rules of order shall be followed unless the committee/Council specifically directs otherwise.
- 7.4.6 A resolution to rise from Executive Session shall be moved at the end of the Session.
- 7.4.7 The resolutions directing the committee/Council to move into and rise from Executive Session are the only public record of the Executive Session.
- 7.4.8 Any resolution arising from Executive Session requiring public action shall be reported in the resolution to rise from Executive Session

### **BY-LAW 8 - FINANCE**

- 8.1 The Teachers' Council may open accounts and sign whatever documents are required for that purpose with any legally recognized financial institution in Canada, located in the Province of Ontario.
- 8.2 All vouchers for expenditures shall bear the signature of the Treasurer and either the President and/or Committee Chairperson.
- 8.3 An auditor shall be appointed at the Unit Annual Meeting. The auditor's report shall be circulated to all members of the Teachers' Council.
- 8.4 Each Standing Committee chairperson shall submit an itemized budget to the June Teachers' Council meeting. No cheque may be made to a committee budget unless prior approval has been obtained from the Teachers' Council.
- 8.5 The Treasurer shall prepare an interim budget for presentation to the June meeting of the Teachers' Council.
- 8.6 The final budget shall be approved at the September Teachers' Council meeting.
- 8.7 No change may be made in the budget approved by the Teachers' Council without prior approval by a two-thirds majority vote of the Teachers' Council.
- 8.8 Authorized expenditures may be approved by the Treasurer when the Committee Chairperson has submitted a statement for each expenditure.
- 8.9 Unit Reserve Fund shall be established and administered by Teachers' Council.
- 8.9.1 The Bargaining Unit Reserves Account shall be used for:
- 8.9.1.1 unforeseen or unbudgeted expenditures approved by the Bargaining Unit Executive by motion
- 8.9.1.2 protection of member associated with cost incurred to process grievances, arbitrations, collective bargaining, or legal advice beyond monies provided by the Provincial OSSTF; or,
- 8.9.1.3 release time for Bargaining Unit Officers.

- 8.9.2 The Unit Reserve Fund consists of such funds declared surplus by the Finance Committee as approved by the Teachers' Council.
- 8.9.3 The Unit Reserve Fund shall not exceed 50% of total Unit allocation as approved in the District Budget. Any amount over the 50% of total Unit allocation shall be placed in the District Reserve Fund.
- 8.9.4 Expenditures from the Unit Reserve Fund must be authorized by Teachers' Council. Recommendations for withdrawals from the Unit Reserve Fund will be made by the Finance Committee.
- 8.9.5 The Unit Treasurer shall report monthly on the administration of the Fund to the Teachers' Council and Unit Executive.

### **BY-LAW 9 - DUTIES OF THE UNIT ORGANIZATION**

#### **9.1 Unit Executive**

The prime function of the Unit Executive shall be to translate policy into effective administrative action. The Unit Executive shall act in the name of the Teachers' Unit of OSSTF District 21 (Hamilton-Wentworth) between meetings of the Teachers' Council.

#### 9.2 It shall be the duty of the Unit Executive:

- 9.2.1 to recommend to Teachers' Council the appointment of the Unit Benefits Officer and Health and Safety Officer from the elected release-time officers.
- 9.2.2 to meet before all Teachers' Council Meetings in accordance with By-Law 5.3
- 9.2.3 to report to the Membership at Unit Meetings
- 9.2.4 to fill vacancies in Unit Federation offices during the fiscal year in accordance with By-Law 4.3
- 9.2.5 to hear and render decisions on appeals concerning submission of grievances and filing of grievances for arbitration.
- 9.2.6 to designate a time for a ratification vote of a collective agreement with the Hamilton-Wentworth District School Board
  - 9.2.6.1 within forty-eight hours of the information meeting for all Members.
  - 9.2.6.2 Voting shall take place in the individual Branches, when possible.
  - 9.2.6.3 Votes will be counted, collectively, in a central location.
  - 9.2.6.4 to appoint, at the June Executive meeting, a second Provincial Council representative from the incoming Teacher Executive as required by the Constitution and Bylaws of OSSTF/FEESO.
  - 9.2.6.5 to appoint, at the June Executive meeting, a Teachers' Constitution Officer.

#### **9.3 Teachers' Council**

The Teachers' Council will act as a policy-making body between Annual Meetings, reporting for ratification on its actions to the Unit Annual Meetings.

#### 9.4 It shall be the duty of the Teachers' Council:

- 9.4.1 to decide on all business affecting the Unit
- 9.4.2 to instruct the Provincial Councillors and Delegates on matters to come

- 9.4.3 before the Provincial Council and Provincial Assembly to discuss and vote on the District Budget and Unit Budget
- 9.4.4 to elect a successor to complete the unexpired term of any Officer elected or appointed at the Unit Annual Meeting or June Teachers' Council Meeting.
- 9.4.5 to meet in accordance with By-Law 5.2
- 9.4.6 to appoint at the Board's request and at Teachers' Council's discretion, Members to serve on Board Committees
- 9.4.7 annually at the October Teachers' Council Meeting, to appoint a Unit Finance Committee and Unit Negotiating Committee
- 9.4.8 to instruct the Treasurer in the administration of the Unit Reserve Fund
- 9.4.9 to approve the nomination of a Member of the Unit to any Provincial OSSTF Executive or OTF Office
- 9.4.10 annually at the June Council meeting, to appoint three Trustees to the Harry Paikin District 21 Student Benevolent Fund Committee.
- 9.4.11 when necessary at Teachers' Council meetings, to approve Alternates for Branch representatives
- 9.4.12 annually at the November Teachers' Council meeting, to elect Unit Delegates to the Provincial Assembly of OSSTF for the following year
- 9.4.13 deal with policy and action motions referred by the Unit Annual Meeting
- 9.4.14 to discuss and recommend to the Teachers' Unit Annual General Meeting the Annual Unit Levy
- 9.4.15 annually at the October Council meeting to appoint a Unit Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee and a Unit Walter Lunn and Walter Clarke Awards Selection Committee.
- 9.4.16 to ratify the appointment of the Unit Benefits Officer and Health and Safety Officer, as recommended by the Unit Executive, at the June meeting of Council.
- 9.4.17 to ratify the appointment of the Teachers' Unit Constitution Officer as recommended by the Unit Executive at the June meeting of Council.

## 9.5 **Unit Standing Committees**

### 9.5.1 **Unit Collective Bargaining Committee**

The purpose of this committee shall be to conduct, on behalf of the Teachers' Unit of District 21 (Hamilton-Wentworth), all collective negotiations between the Unit and the Hamilton-Wentworth District School Board in respect of any terms or conditions of employment in accordance with the Labour Relations Act.

- 9.5.1.1 It shall be the duty of the Collective Bargaining Committee Branch Representative:
- 9.5.1.1.1 to attend all CBC Meetings
- 9.5.1.1.2 to assist the CBC Chairperson in the research and preparation of the Negotiating Brief
- 9.5.1.1.3 to make recommendations regarding proposed amendments to the Collective Agreement
- 9.5.1.1.4 to act as resource personnel at the Branch with respect to all matters

affecting Collective Bargaining

- 9.5.1.1.5 to act as liaison between the Branches and the CBC Chairperson
- 9.5.1.1.6 to encourage and administer CBC activities at the Branch
- 9.5.1.1.7 to elect a Vice-Chairperson at the September CBC meeting
- 9.5.1.1.8 to elect sufficient CBC members to the Unit Negotiation Committee to ensure the complement of the negotiating team is a total of six members subject to ratification at the October Teachers Council Meeting.

## 9.5.2 **Unit Educational Services Committee**

It shall be the duty of the Unit Educational Services Committee Branch Representatives:

- 9.5.2.1 to attend all ES Meetings
- 9.5.2.2 to assist the ES Officer in the formation of all Unit ES policy
- 9.5.2.3 to assist the ES Officer in the implementation of all Unit ES activities
- 9.5.2.4 to act as liaison on all ES matters between the Branches and the ES Officer
- 9.5.2.5 to encourage ES activities at the Branch
- 9.5.2.6 to elect a Vice-Chairperson at the September ES meeting.

## 9.6 **Unit Ad-Hoc Committees**

### 9.6.1 **Unit Finance Committee**

It shall be the duty of the Unit Finance Committee:

- 9.6.1.2 to recommend an annual Unit Budget to the Unit Executive and Teachers' Council at the September Meeting
- 9.6.1.2 from time to time during the fiscal year to recommend alterations in the annual Budget as circumstances dictate
- 9.6.1.3 to review from time to time during the fiscal year all Unit funds, accounts, and other fiscal matters, and to make recommendations thereto to the Unit Executive and Teachers' Council.
- 9.6.1.4 to recommend to the Unit Executive and Teachers' Unit Council the Annual Unit Levy.

### 9.6.2 **Unit Negotiating Committee**

It shall be the duty of the Unit Negotiating Committee:

- 9.6.2.1 to bargain in good faith with the Board on behalf of the Unit and in accordance with the Labour Relations Act
- 9.6.2.2 to present all items passed by the CBC to the Board for inclusion in the contractual agreement and in emergencies to act as a policy-making body, reporting to the CBC for ratification of any action undertaken
- 9.6.2.3 to present the Board Contract offer to the Unit prior to a Membership vote to accept or reject the Contract offer.

## 9.7 **Delegates to the Provincial Assembly**

It shall be the duty of delegates to the Provincial Assembly:

- 9.7.1 to make recommendations to the February Unit Executive and Teachers' Council Meetings concerning the Unit's involvement in the Provincial Assembly.

9.7.2 to represent the Unit fairly and efficiently at the Provincial Assembly.

## **BY-LAW 10 - DUTIES OF OFFICERS**

### **10.1 Unit President**

It shall be the duty of the Unit President:

- 10.1.1 to preside over all meetings of the Unit Executive, Teachers' Council, and all special meetings of the membership
- 10.1.2 to be an ex-officio member of all Unit Committees and to maintain contact with all aspects of Federation activities in the Unit
- 10.1.3 to act as spokesperson for all Members of the Unit
- 10.1.4 to act as a public relations ambassador for the Members
- 10.1.5 in emergencies, to make decisions on behalf of the membership subject to later ratification by Teachers' Council
- 10.1.6 in the event of a vacancy on the Unit Executive, to ensure that all vital functions of that office are continued on an interim basis until Teachers' Council fills that vacancy
- 10.1.7 to sit as a member of the Unit Negotiating Committee
- 10.1.8 to sit as a member of the Unit Finance Committee
- 10.1.9 to assume responsibility for the efficient management of the Unit Office
- 10.1.10 to call and arrange the meetings of the Unit, the Teachers' Council and the Unit Executive
- 10.1.11 to report to the Unit Annual Meeting
- 10.1.12 to be a Signing Officer for Unit vouchers
- 10.1.13 to ensure the Unit monitors Board/Committee meetings and provides representatives when requested
- 10.1.14 to sit as a member of the District Co-ordinating Committee
- 10.1.15 to carry out such other duties as may be assigned by the Teachers' Council.
- 10.1.16 to administer the District Anti-Harassment Policy as it applies to the Teachers' Unit.
- 10.1.17 to serve as the unit representative to Provincial Council in accordance with the Constitution and Bylaws of OSSTF/FEESO.
- 10.1.18 to assign responsibilities for communications to the time release Unit Officers.

### **10.2 Unit 1<sup>st</sup> Vice-President**

It shall be the duty of the Unit 1<sup>st</sup> Vice-President:

- 10.2.1 to perform the duties of the Unit President in **their** absence or at his/her request
- 10.2.2 to assist the Unit President in carrying out functions especially those of communication and facilitation
- 10.2.3 to report to the Unit Annual Meeting
- 10.2.4 to perform such other duties as assigned by the Unit President.

### **10.3 Unit Secretary**

- It shall be the duty of the Unit Secretary:
- 10.3.1 to be responsible for the Minutes of all Unit Executive and Teachers' Council Meetings, the Unit Annual Meeting
  - 10.3.2 to ensure that Minutes of all meetings listed in 10.3.1 are distributed electronically, where possible to the Unit Executive, Teachers' Council and the Membership as required
  - 10.3.3 to assist the President to receive, answer and file correspondence
  - 10.3.4 to assume responsibility for maintenance of Council and Executive Minutes
  - 10.3.5 to report to the Unit Annual Meeting
  - 10.3.6 to carry out such other duties as may be assigned by the Unit President.

#### 10.4 **Unit Treasurer**

- It shall be the duty of the Unit Treasurer:
- 10.4.1 to prepare the annual budget
  - 10.4.2 to maintain a complete set of books and accounts
  - 10.4.3 to keep the Unit funds in a legally recognized financial institution approved by the Teachers' Council
  - 10.4.4 to sign and submit vouchers to pay all authorized accounts
  - 10.4.5 to submit a printed financial statement at each Unit Executive and Teachers' Council meeting
  - 10.4.6 to assist auditors in the preparation of the Annual Audit and Financial Statements
  - 10.4.7 to present the previous fiscal year's final budget to the Unit Annual Meeting
  - 10.4.8 to Chair the Unit Finance Committee
  - 10.4.9 to caution against unnecessary and wasteful expenditures in the Unit
  - 10.4.10 to administer the Unit Levy in accordance with By-Law 11
  - 10.4.11 to be a Signing Officer for the Unit vouchers
  - 10.4.12 to sit as a member of the District Co-ordinating Committee.
  - 10.4.13 to publicize, in consultation with the Harry Paikin District 21 Student Benevolent Fund Committee, the existence and purpose of the fund.

#### 10.5 **Unit 2<sup>nd</sup> Vice-President**

- It shall be the duty of the Unit 2<sup>nd</sup> Vice-President:
- 10.5.1 to chair Teachers' Council
  - 10.5.2 to organize and Chair the Unit Annual Meeting
  - 10.5.3 to advise the Unit Executive and Teachers' Council
  - 10.5.4 to serve on the Unit Finance Committee
  - 10.5.5 to perform such other duties as assigned by the Unit Executive.

#### 10.6 **Unit Chief Negotiator**

- It shall be the duty of the Unit Chief Negotiator:
- 10.6.1 to be responsible for the formulation of negotiating procedures and strategies
  - 10.6.2 to meet as required with the representatives of the Board
  - 10.6.3 to present all items passed by the CBC to the Board for inclusion in

- the collective agreement providing they are not in contradiction of negotiations included in working towards a provincial central agreement.
- 10.6.4 to coordinate preparation of the negotiating brief on behalf of the Teachers' Bargaining Unit of District 21 (Hamilton-Wentworth) membership
  - 10.6.5 to negotiate the Local items of the collective agreement
  - 10.6.6 to keep an up-to-date manual of settlements from all OSSTF Districts and/or Divisions
  - 10.6.7 to coordinate other research as the Unit Executive and/or CBC may deem necessary
  - 10.6.8 to make periodic progress reports on negotiations to the Teachers' Council and to the Membership
  - 10.6.9 to make recommendations to Teachers' Council and to the Membership in accordance with By-Law 5.1.3
  - 10.6.10 to act as spokesperson in all matters related to the Negotiating Committee for all Members of the Unit
  - 10.6.11 to report to the Unit Annual Meeting
  - 10.6.12 to act as Education Finance Officer assisting and advising the Unit Collective Bargaining Committee, Negotiating Committee and Teachers' Council, in dealing with educational finances and their impact on school board finances and available resources
  - 10.6.13 to sit as a member of the District Co-ordinating Committee
  - 10.6.14 to carry out such other duties as may be assigned by the Unit President.
  - 10.6.15 to serve as the Teachers' Unit Grievance Officer, with duties outlined in 10.10.

#### 10.7 **Unit Communications/Political Action Officer**

It shall be the duty of the Unit Political Action Officer:

- 10.7.1 to be a member of the District Political Action Committee
- 10.7.2 to assist the District Political Action Committee in the implementation of all District political activities
- 10.7.3 to advise and assist the Unit Executive, Teachers' Council and Branches on matters concerning communications and political activity
- 10.7.4 to establish liaison and organize actions with other interest groups to deal with areas of mutual concerns, subject to prior approval of Teachers' Council
- 10.7.5 to provide advice, assistance and training programs to Members regarding communications and political action
- 10.7.6 to foster interest in political action in the Branches
- 10.7.7 to report to the Teachers' Council
- 10.7.8 to carry out such other duties as may be assigned by the Unit President.

#### 10.8 **Unit Benefits Information Officer**

It shall be the duty of the Unit Benefits Information Officer:

- 10.8.1 to provide the Membership including new Members with information on all benefits and changes therein
- 10.8.2 to provide benefits information to retiring Members, disabled Members,

Members suffering long-term illnesses, and upon the death of a Member, to the Member's survivors

10.8.3 to organize and conduct Unit benefits workshops

10.8.4 to carry out such other duties as may be assigned by the Unit President.

### 10.9 **Unit Grievance Officer**

It shall be the duty of the Unit Grievance Officer:

10.9.1 to investigate all alleged grievances

10.9.2 to inform the Teachers' Council of all grievances

10.9.3 to determine, in consultation with the President and the 1<sup>st</sup> Vice-President, whether grievances shall be submitted or filed to arbitration.

10.9.4 to organize and conduct Unit contract maintenance workshops

10.9.5 to carry out such other duties as may be assigned by the Unit President.

### 10.10 **Unit Health & Safety Officer**

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

10.10.1 to make recommendations to the Unit Executive and Teachers' Council on general matters of health and safety

10.10.2 to advise and assist Members in dealing with health and safety

10.10.3 to sit as a member of the District Health and Safety Committee

10.10.4 to report to Teachers' Council

10.10.5 to sit as a representative on the Board's Joint Health and Safety Committee

10.10.6 to carry out such other duties as may be assigned by the Unit President.

### 10.11 **Unit Status of Women Officer**

It shall be the duty of the Unit Status of Women Officer:

10.11.1 to recommend to the Unit Executive and Teachers' Council research and educational programs designed to promote equality of opportunity with specific reference to women Members.

10.11.2 to recommend to the Unit Executive and Teachers' Council on an annual basis, goals to be achieved in order to implement the OSSTF affirmative action statements, and ways to remove barriers to women's full participation in OSSTF.

10.11.3 to encourage and promote respect for the rights and the diverse needs of all members with respect to their personal and family obligations.

10.11.4 to sit as a member of the District Status of Women Committee

10.11.5 to report to Teachers' Council

10.11.6 to carry out such other duties as may be assigned by the Unit President.

### 10.12 **Unit Educational Services Officer**

It shall be the duty of the Educational Services Officer:

10.12.1 to keep the Membership aware of Educational Services issues raised by the Provincial Educational Services Committee or Provincial Staff

10.12.2 to advise the Executive and Council of matters pertaining to Professional Development opportunities



- 10.12.3 to report to the Unit Annual Meeting, the Unit Executive and Teachers' Council
- 10.12.4 to be the Chair of the Unit Educational Services Committee
- 10.12.5 to carry out such other duties as may be assigned by the Unit President

#### 10.13 **Unit Human Rights Officer**

It shall be the duty of the Human Rights Officer:

- 10.13.1 to be a member of the District Human Rights Committee
- 10.13.2 to assist the District Human Rights Committee in the implementation of all related District activities.
- 10.13.3 to advise and assist the Unit Executive, Teachers' Council and Branches on matters concerning Human Rights activity.
- 10.13.4 to establish liaison and organize actions with other interest groups to deal with areas of mutual concern, subject to prior approval of Teachers' Executive and/or Teachers' Council.
- 10.13.5 to provide advice, assistance and training programs to Members regarding Human Rights issues.
- 10.13.6 to foster interest in Human Rights in the Branches
- 10.13.7 to report to Teachers' Council
- 10.13.8 to carry out such duties as may be assigned by the Unit President.

#### 10.14 **Members on Board Committees**

It shall be the duty of Members on Board Committees:

- 10.14.1 to provide open communication between the Unit and the Board Committees
- 10.14.2 to communicate the policies of the Unit to the other members of the Board Committees.

#### 10.15 **Chairpersons of Unit Committees**

It shall be the duty of Chairpersons of Unit Committees:

- 10.15.1 to convene and direct the work of their Committees in accordance with the instructions of the Unit Executive and Teachers' Council, and in accordance with the Unit Constitution and By-Laws
- 10.15.2 to preside over meetings of their respective committees
- 10.15.3 to present a report at each regularly scheduled Teachers' Council Meeting
- 10.15.4 to report to the Unit Annual Meeting.

#### 10.16 **Branch President**

It shall be the duty of the Branch President:

- 10.16.1 to represent the Branch at all Teachers' Council meetings
- 10.16.2 to report any alleged violations of the collective agreement in the branch to the Unit Grievance Officer and Teachers' Council
- 10.16.3 to perform such other duties as are assigned by the Unit Executive and Teachers' Council.
- 10.16.4 to co-ordinate the election of the Branch Executive at their Branch prior to the June meeting of Teachers' Council.

- 10.16.5 to act as the Branch's School Council Teacher Representative or coordinate the selection of their Branch's School Council Teachers Representative by the Branch Executive in September of each year.

10.17 **Branch Executive**

- 10.17.1 It shall be the duty of the Branch Executive:  
 10.17.2 to assist the Branch President as required by the Unit Executive and Teachers' Council

10.18 **Unit Constitution Officer**

- 10.18.1 it shall be the duty of the Unit Constitution Officer  
 10.18.2 to advise the Unit Executive and Teachers' Council on matters concerning the Teachers' Unit Constitution and Bylaws  
 10.18.3 to represent the Unit on the District Constitution Committee  
 10.18.4 to chair any unit ad-hoc Constitution Committee created by Council

10.19 **Unit Equity, Anti-Racism, and Anti-Oppression Officer**

It shall be the duty of the Equity, Anti-Racism, and Anti-Oppression Officer to:

- 10.19.1 act as a resource person in the Bargaining Unit which may include reviewing local OSSTF policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level  
 10.19.2 assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation  
 10.19.3 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks  
 10.19.4 assist in the establishment of a local equity, anti-racism, and anti-oppression committee  
 10.19.5 assist in the preparation of local OSSTF materials relating to equity  
 10.19.6 assist the Executive regarding equity issues  
 10.19.7 attend and report to meetings of the Executive  
 10.19.8 build awareness on equity, anti-racism, and anti oppressive issues  
 10.19.9 coordinate and participate in training on equity and related matters,  
 10.19.10 liaise with other Bargaining Units' Equity, Anti-Racism, & Anti-Oppression Officers to collaborate and share resources  
 10.19.11 to carry out such duties as may be assigned by the Council."

**BY-LAW 11 - UNIT LEVY AND FEDERATION LEAVE OF ABSENCE**

- 11.1 The per/pay amount of a Unit Levy shall be determined each year by Teachers' Council subject to approval of the Unit Annual Meeting for:
- the salary
  - fringe benefits
  - consultant allowance
  - summer hours (pay not to exceed 200 hours paid at the Summer School rate)

- of Unit Officers granted Leave of Absence for Federation duties pursuant to the collective agreement.
- 11.1.1 At the discretion of Teachers' Unit Council, additional funds may be added to the Unit Levy Account.
  - 11.2 For each Member the levy shall be payable pursuant to the appropriate article of the collective agreement.
    - 11.2.1 Each Education Act Member shall pay the maximum amount per pay as determined by the Unit Annual Meeting.
  - 11.3 The leave of absence for Federation duties between July 1 and June 30 of each year pursuant to the collective agreement will be granted to the following Executive members:
    - 11.3.1 the Unit President
    - 11.3.2 the Unit 1<sup>st</sup> Vice-President
    - 11.3.3 the Unit Chief Negotiator
    - 11.3.4 the Unit 2<sup>nd</sup> Vice-President
  - 11.4 The **Unit Treasurer** shall:
    - 11.4.1 place all levy payments into a designated Unit Levy account
    - 11.4.2 apply the operating surplus remaining in the Unit Levy account towards the next year's needs
    - 11.4.3 report on the administration of the Unit Levy account at each regularly scheduled Teachers' Council meeting.

#### **BY-LAW 12 - RATIFICATION**

- 12.1 Members shall assemble in one meeting place for the purpose of receiving information concerning the proposed collective agreement.
- 12.2 A ratification vote will take place at times and locations designated by the Teachers' Unit Executive, the vote to occur within forty-eight hours of the information meeting.
- 12.3 Votes shall be counted collectively in central locations.

#### **BY-LAW 13 - FUNDING**

- 13.1 All requests for funding to be presented to Provincial O.S.S.T.F. be presented through the appropriate Teachers' Unit Committee and the Treasurer of the Unit.

#### **BY-LAW 14 – LABOUR COUNCIL**

- 14.1 The Unit holds membership in the Hamilton & District Labour Council and
- 14.2 that delegates to the HDLC are elected at the October Meeting of Teachers' Council each year from nominations submitted to the Unit Council from the general membership.

#### **BY-LAW 15 – HARRY PAIKIN DISTRICT 21 STUDENT BENEVOLENT FUND**

- 15.1 A benevolent fund, The Harry Paikin District 21 Student Benevolent Fund, be established and maintained to assist students attending Hamilton-Wentworth

Secondary Schools.

- 15.2 A committee of three unit members shall be designated as trustees and shall administer the fund.
- 15.3 The committee shall elect a chairperson.
- 15.4 The committee shall provide information and recommendations to the Council on all aspects of the Fund, including revenue received and disbursements made. The names of recipients, however, will not be revealed.
- 15.5 Semi-annually, or as necessary, the committee shall publicize the fund and solicit donations to the fund, both within and outside the Unit organization.
- 15.6 The committee Chairperson shall receive requests for funds from Heads of Guidance/Student Services. The request must indicate the needs of the student and the names of the student. Upon such a request the Chairperson shall meet with the trustees to decide the level of support, if any, to be given and this decision shall be communicated to the Head of Guidance/Student Services concerned.

#### **BY-LAW 16 – DONATIONS**

- 16.1 Donation shall be defined as a gift of money to support and individual or group whose objects are not inconsistent with OSSTF policy.
- 16.2 No donation shall be made without prior authorization of Unit Council in the form of a motion.
- 16.3 Donations and gifts shall be debited against a budget line called “donations and gifts”.
- 16.4 The Unit **may** donate from Unit funds, **to any charity, provided that the donation is approved by the Unit Council as per Bylaw 16.2.**
- 16.5 The Unit may support recognized charities by promoting membership involvement, distributing material and /or subsidizing a portion of the organizational meetings, subject to a motion of Unit Council.

#### **BY-LAW 17 – RETIREMENT RECEPTION**

- 17.1 In any year when District 21 does not host a Retirement Reception, then
- 17.2 OSSTF District 21 – Hamilton- Wentworth – Teachers’ Unit shall host a social event to recognize members who retired at the end of the previous semester and members who are planning to retire at the end of the current semester and
- 17.3 to present any Teachers’ Unit OSSTF awards that the Executive deem appropriate.

**BY-LAW 18 – BRANCH AWARDS**

- 18.1 Branch Awards be given according to the following criteria:
- 18.2 A maximum of one award may be given per branch per year
- 18.3 The recipient must have given meritorious service to the Federation.
- 18.4 The Branch Executive will seek nominees from the staff and determine the Branch Award Recipient. The name of the recipient will be forwarded to the Unit Office no later than May 15.
- 18.5 The award will be in the form of a framed certificate.

**BY-LAW 19 – TEACHER AWARD**

- 19.1 Awards may be given each year based on the following guidelines:
- 19.2 The Walter Clarke award will be given to a member of OSSTF District 21 – Hamilton-Wentworth Teachers' Unit whose work in the classroom and in the community testifies to their outstanding qualities as a teacher.
- 19.3 The Walter Lunn award will be given to a member of OSSTF District 21 – Hamilton-Wentworth Teachers' Unit whose work within OSSTF either at the provincial or local level demonstrates a commitment of at least five (5) years to the principles by OSSTF.
- 19.4 The award will consist of a suitable plaque for the recipient.
- 19.5 A plaque recognizing all Walter Clarke and Walter Lunn award winners will be displayed at the District Office and shall contain the names of each recipient and the year during with the award was made.
- 19.6 A brief nomination form shall be distributed by the staff representative to each teacher in their branch each year. Each nomination must be seconded. Each nominee shall be contacted to see if they are willing to stand.
- 19.7 The nomination and selection process shall be in accordance with By-Law 5.6.9
- 19.8 The implementation requirements and methods of recognition for any other future Unit Award shall be brought by the Educational Services Officer to Teachers' Unit Council for consideration and approval.

**BY-LAW 20 - MEMBER ASSISTANCE FUND**

- 20.1 The Member Assistance Fund Committee shall include:
  - 20.1.1 the President and four (4) members of the Executive, appointed each year at the September Executive meeting.
  - 20.1.2 elect a Chairperson from its membership at the first meeting of the committee.

20.2 The Fund is intended as an emergency source of financial assistance for members of the Unit upon approval of the Member Assistance Fund Committee.

**20.3 Application for funds:**

- 20.3.1 must be completed after or concurrently with an application to the Provincial Benevolent Fund.
- 20.3.2 must be submitted using the Member Assistance Application document, which must be completed in full.
- 20.3.3 will be kept confidential to the members of the Committee.
- 20.3.4 may require additional information upon request of the Committee.

20.4 The Committee shall present a written financial summary at the June Council meeting. Specific member names will not be reported.

20.5 Any changes to the process will be approved by Council.

**BY-LAW 21 – PROCEDURES FOR AMENDING THE BYLAWS**

21.1 Amendments to Bylaws of this Constitution may be made by a simple majority vote of the members present, qualified to vote, and voting, at a General Meeting of the Bargaining Unit, providing that notice of the amendment has been given in writing to the Bargaining Unit secretary no fewer than twenty working days prior to the General Meeting.

21.2 Amendments may be made by a three-quarters vote of the members present, qualified to vote and voting at a General Meeting when notice of the amendment has not been given in writing to the Bargaining Unit secretary twenty working days prior to the General Meeting.

**BY-LAW 22 – EXTERNAL POLICIES**

22.1 The Unit may, from time to time, approve external policies for the purpose of setting out publicly the Unit's official view and stance on any issue when it is considered to be in the interest of the members of the Unit to do so.

22.2 New policies may be approved and existing policies may be amended:

22.2.1 at a Council meeting by a simple majority of the members qualified to vote, present and voting, provided that at least four (4) working days prior to the meeting:

22.2.1.1 notice of the proposed policy(ies) or amendment(s) has (have) been duly circulated to the members of Council and

22.2.1.2 the proposed policy(ies) or amendment(s) has (have) been circulated to the members of Council

22.2.1.3 by a two-thirds (2/3) vote of the members qualified to vote, present and voting, if previous notice as set out in 22.2.1.1 and 22.2.1.2 has not been given.

22.2.2 at a General Meeting of the Unit by a simple majority of the members qualified to vote, present and voting, provided that at least nine (9) days prior to the meeting:

- 22.2.2.1 notice of the proposed policy(ies) or amendment(s) has (have) been given and
- 22.2.2.2 the proposed policy(ies) or amendment(s) has (have) been duly circulated to or posted for the examination of the members of each Branch
- 22.2.2.3 by a two-thirds vote of the members qualified to vote, present and voting, if previous notice as set out in 22.2.2.1 and 22.2.2.2 has not been given.

### **BY-LAW 23 – DEPENDENT CARE**

- 23.1 If a unit officer attends an OSSTF meeting or workshop after normal working hours 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.

### **BYLAW 24 – GRIEVANCES**

#### **24.1 Grievance Procedure**

- 24.1.1 The Grievance process shall be as follows:

- 24.1.1.1 A grievance shall be defined as any matter arising from the interpretation, application, or alleged violation including, but not limited to, the Collective Agreement, Board policies, legislation.
- 24.1.1.2 The Grievance Officer, after consultation with Provincial Office Secretariat and/or legal counsel, where applicable, shall make the decision whether the Bargaining Unit will file a grievance or grievances.
- 24.1.1.3 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.
- 24.1.1.4 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, which shall include seven (7) members of the Bargaining Unit Executive, except for the Grievance Officer.

#### **24.2 Grievance Appeals Process**

- 24.2.1 If the Member disagrees with the decision of the Grievance Officer, the Member shall send a written letter of appeal to the Chairperson of the Bargaining Unit Council within seven (7) days of the Grievance Officer's decision. The member will include with their letter of appeal a written rationale for the appeal and all documents relating to the matter.
- 24.2.2 The Unit President, as Chairperson of the Appeals Committee, shall convene an Appeals Committee. A members of the Appeals Committee who has had any involvement with the case shall inform the other members of the Appeals Committee of their involvement and temporarily recuse themselves from the Committee unit such time as the appeal is dispensed with.
- 24.2.3 The Chairperson of the Appeals Committee shall provide all documentation related to the appeal that was submitted by the Appellant to the Appeals Committee at least five (5) days prior to the schedule Appeals Committee meeting as set out in 24.2.2.

24.2.4 At the Appeals Committee meeting, both the Appellant and the Grievance Officer shall have the opportunity to address the Committee, in person.

24.2.5 The Chairperson of the Appeals Committee, within two working days of the Appeals Committee meeting and vote on the appeal, shall provide both the Appellant and the Grievance Officer, in writing, the Appeals Committee decision, rationale for the decision, and all relevant and related documentation.