

CONSTITUTION -- BY-LAWS -- POLICIES

OF

**THE TEACHER/OCCASIONAL TEACHER BARGAINING UNIT
OF RAINBOW DISTRICT 3**

**Revised May 1, 2013
Revised March 9, 2010**

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Rainbow District 3 TBU/OTBU Constitution

THE ARTICLES

ARTICLE 1 - DEFINITIONS

- 1.1 In this Constitution and By-Laws
- 1.1.2 “T/OTBU” (Teacher/Occasional Teacher Bargaining Unit) designate those members of OSSTF Rainbow District 3 on a teacher’s contract either permanent, temporary or occasional.
- 1.1.3 “Branch” shall designate the members of the T/OTBU in a single Secondary School including the Continuing Education Centre, the Gord Ewin Centre for Education, and the Occasional Teacher Branch of the Rainbow District School Board.
- 1.1.4 "Executive” shall mean the Executive of the T/OTBU except where otherwise stated.
- 1.1.5 “Member” shall mean a T/OTBU active member in good standing who is employed by the Rainbow District School Board.
- 1.1.6 “Unit” shall mean the Teacher/Occasional Teacher Bargaining Unit of OSSTF Rainbow District 3.
- 1.1.7 “District Constitution” shall mean the OSSTF District Constitution of Rainbow District 3, revised May 2013.
- 1.1.8 Branch Representatives/Executive Officers shall mean those members of the Unit Executive.
- 1.1.9 “Days” shall mean school days.
- 1.1.10 “Federation year” means July 1st to June 30th.

ARTICLE 2 – NAME, MEMBERSHIP AND AUTHORITY

2.1 **NAME**

- 2.1.1 This organization shall be the T/OTBU of OSSTF Rainbow District 3.

2.2 **MEMBERSHIP**

- 2.2.1 Membership shall consist of all active T/OTBU members of Rainbow District 3 in good standing.

2.3 **AUTHORITY**

- 2.3.1 Nothing in this constitution shall contravene the Provincial OSSTF Constitution and By-Laws of the OSSTF Rainbow District 3 Constitution and By-Laws.

ARTICLE 3 - OBJECTIVES

- 3.1 The objectives of the Unit shall be:
 - 3.1.1 to promote, advance, and defend quality public education, democratic principles, human rights and the wellbeing of working people generally;
 - 3.1.2 to promote a high standard of ethics;
 - 3.1.3 to advance the common interest of members whenever possible, by appropriate means including collective bargaining, public education and political action;
 - 3.1.4 to bring about improvement in the salaries and working conditions of the membership;
 - 3.1.5 to secure the members' active participation in the formulation of policies and practices affecting their workplaces;
 - 3.1.6 to protect its members, both individually and collectively, in their chosen roles;
 - 3.1.7 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of the members, students, and the community;
 - 3.1.8 to foster co-operation with labour unions and other organizations with objectives similar to those of the Bargaining Unit; and,
 - 3.1.9 to support and promote equal opportunity for its members and for students.

ARTICLE 4 - ORGANIZATION

- 4.1 The Unit shall operate as a Unit as defined by the District Constitution of OSSTF Rainbow District 3 revised May 2013.
- 4.2 **UNIT EXECUTIVE**
 - 4.2.1 There shall be a Unit Executive
 - 4.2.2 The Unit Executive shall consist of:
 - (a) the elected Unit President
 - (b) the elected Unit Vice-President
 - (c) the elected Unit Treasurer
 - (d) the elected Unit Secretary
 - (e) the elected Chair of Collective Bargaining/Contract Maintenance Committee (CB/CMC)
 - (f) one executive officer (branch representative) per branch as defined in Article 1.1.3, not represented by 4.2.2.(b) to (g) excluding the Unit President
 - (g) the District Officer (if a member of the Teacher Bargaining Unit)
 - 4.2.3 There shall be a minimum of six (6) executive meetings during the Federation Year.
 - 4.2.4 These officers (4.2.2) shall perform the duties prescribed by the by-laws.
- 4.3 **Standing Committees**
 - 4.3.1 There shall be the following standing committees:
 - (a) Collective Bargaining/Contract Maintenance Committee (CBC/CMC)
 - 4.3.2 There shall be special committees of the T/OTBU as the executive deems necessary. (e.g. Grievance Committee)
- 4.4 **Council of Teachers' Meetings**
 - 4.4.1 There shall be a Council of Teachers.
 - 4.4.2 There shall be a minimum of two (2) Council of Teachers' meetings to take place in the Fall and in the Spring.

4.4.3 The delegates to the Council of Teachers' meetings will be determined according to the By-Laws.

4.5 **AMPA DELEGATION**

4.5.1 The size of the AMPA delegation and/or alternates will be determined by the Provincial Office.

4.5.2 The delegates and/or alternates will be elected at the Fall meeting of the Council of Teachers.

4.5.2.1 Notwithstanding 4.5.2, should the District Officer originate from the T/OTBU, he/she shall be deemed an automatic AMPA delegate for the T/OTBU.

ARTICLE 5 - ELECTIONS AND APPOINTMENTS

5.1 Any member of the Unit is eligible to hold an elected office in the Unit.

5.2 Appointments will be made at the Unit level from persons qualified under the criteria established in the By-Laws.

5.3 All registered delegates have the right to vote at the Council of Teachers' Meeting.

5.4 Unit Executive members shall be elected by secret ballot at the Annual Spring Council of Teachers' Meeting.

5.5 The Chair of the CB/CMC will be appointed by the Executive at the Spring Council of Teachers Meeting pursuant to Bylaw 2.

ARTICLE 6 - AMENDMENTS TO THE CONSTITUTION

6.1 Amendments to this Constitution may be made at the Annual Spring Council of Teachers' Meeting.

6.2 The amendments will be made according to the following procedures:

6.2.1 By a two-thirds majority of the members present and qualified to vote and voting, providing that:

i) Notice of the proposed amendment shall have been given in writing no later than thirty (30) calendar days prior to the Annual Spring Council of Teachers' meeting, and

(ii) Such notice shall have been forwarded to the branches in order to arrive no later than fourteen (14) days before the date on which the meeting is to be held.

6.2.2 By a nine-tenths majority of the members present and qualified to vote and voting, providing previous notice as in 6.2.1 not having been given.

ARTICLE 7 - UNIT GENERAL MEETING

7.1 There may be a general meeting of the entire membership of the TB/OTBU of Rainbow District 3.

7.1.1 The convening and purposes of this meeting will be described in the By-Laws.

OSSTF T/OTBU BY-LAWS

BY-LAW 1 - UNIT FEDERATION YEAR

- 1.1 For fiscal matters and terms of office, the Unit Federation Year shall be from July 1st to the following June 30th.

BY-LAW 2 - STANDING COMMITTEES

- 2.1 Collective Bargaining Committee/Contract Maintenance Committee (CB/CMC)
 - 2.1.2 Composition
 - 2.1.2.1 The CB/CMC shall consist of:
 - 2.1.2.2 one (1) representative from each branch
 - 2.1.2.3 the T/OTBU President
 - 2.1.2.4 The District Officer, if he/she is a T/OTBU member.
 - 2.1.3 **Duties (CBC/CMC)**
 - 2.1.3.1 It shall be the duty of the CB/CMC to:
 - 2.1.3.2 elect a Chair, a Vice-Chair and a Secretary;
 - 2.1.3.3 elect the members of the Bargaining Team;
 - 2.1.3.4 maintain and update Provincial and Local bargaining priorities;
 - 2.1.3.5 solicit information from the membership in the preparation of a negotiation brief;
 - 2.1.3.6 maintain contact with the Provincial and Regional CB Committee and liaison officers;
 - 2.1.3.7 prepare a negotiation brief for recommendation to the Executive
- 2.2 **The Bargaining Team**
 - 2.2.1 **Duties**
 - 2.2.2 The Bargaining Team shall consist of the Chair of the CB/CMC, the T/OTBU President, the District Officer (provided he/she is a T/OTBU member) and two members elected by the CB/CMC, of which one is an alternate.
 - 2.2.3 It shall be the duty of the Table Bargaining Team (4 members)
 - 2.2.3.1 to receive the negotiation brief;
 - 2.2.3.2 to negotiate with the Rainbow District School Board;
 - 2.2.3.3 to report regularly to the Executive and the C/CMC during and at the end of negotiations;
 - 2.2.3.4 to submit Tentative Agreements to the Executive and C/CMC for recommendation to the membership.

BY-LAW 3 - UNIT EXECUTIVE

- 3.1 **The Unit Executive**

It shall be the duty of the Unit Executive members to:

 - 3.1.1 attend meetings;
 - 3.1.2 appoint the Chief Negotiator;
 - 3.1.3 deal with matters which are brought before it from the branches and/or members;
 - 3.1.4 authorize payment of executive expenses and accounts incurred in the conduct of the business of the unit;
 - 3.1.5 facilitate the exchange of information among the branches.

BY-LAW 3

3.2 The Unit President

- 3.2.1 The President shall be the Presiding Officer and the official representative of the Unit.
- 3.2.2 It shall be the duty of the President to:
- 3.2.3 call all meetings of the T/OTBU Executive;
- 3.2.4 preside at all meetings of the T/OTBU executive and T/OTBU membership meetings;
- 3.2.5 be a member, ex-officio, of all Committees and Councils of the T/OTBU;
- 3.2.6 act as a signing officer of the T/OTBU of contracts ratified by the T/OTBU membership;
- 3.2.7 at the request of the Chief Negotiator, request formal assistance to of the T/OTBU Executive;
- 3.2.8 report to the T/OTBU any relevant information from the Rainbow District 3 Executive;
- 3.2.9 set the agenda and distribute it at all Council of Teachers' meetings;
- 3.2.10 when necessary call a general meeting of the unit;
- 3.2.11 be a member of the Bargaining Team;
- 3.2.12 forward all required documents and resolutions of meetings to the Provincial Office.
- 3.2.13 With the assistance of the District Officer (if a T/OTBU member) to:
- 3.2.13.1 ensure that the provisions of the Collective Agreement are maintained;
- 3.2.13.2 advise individuals in processing grievances;
- 3.2.13.3 assist in preparation of documentation for Step 1 and Step 2 of grievances.
- 3.2.13.4 maintain a liaison with the Provincial Office through the Field Secretary in regard to grievances;
- 3.2.13.5 assist and advise teachers who have been declared surplus or redundant with respect to their contract rights.

3.3 The Unit Vice-President

- 3.3.1 It shall be the duty of the Vice-President to:
- 3.3.2 perform the duties of the President in his/her absence:
- 3.3.3 perform such other duties as are delegated by the Executive:
- 3.3.4 strike a committee to review the unit Constitution each year and make recommendations to the Executive.

3.4 The Unit Secretary

- 3.4.1 It shall be the duty of the Secretary (with the help of the District Officer) to:
- 3.4.2 record and ensure that a hard copy is kept on file of all minutes of the T/OTBU Executive, the T/OTBU General Membership meetings, the T/OTBU committee meetings and Council of Teachers' meetings.

3.5 The Unit Treasurer

- 3.5.1 It shall be the duty of the Treasurer with such assistance as may be provided by the Executive to:
- 3.5.2 along with the Unit President, and/or District Officer, be the signing authority of all expense vouchers for all authorized accounts in accordance with the District Budget Allocation and the Unit Budget; and
- 3.5.3 be a participating member representing the Unit, on the Rainbow District 3 Finance Committee.
- 3.5.4 Upon receiving from the District Treasurer, a notification of the amount of money allocated to the Unit:
the Treasurer will report on a monthly basis the unit expenditures and balance with the District T/OTBU allotted budget line.

3.5.5 present a budget for the upcoming year for the unit.

3.6 **Collective Bargaining Committee/Contract Maintenance Committee Chair (CB/CMC)**

3.6.1 It shall be the duty of the Chair of the CB/CMC to:

3.6.2 call the first meeting of the CB/CMC of the school year to be held no later than the first of October;

3.6.3 call a meeting of the CB/CMC as a whole at the written request of at least five (5) committee members:

3.6.4 be a member of the Bargaining Team;

3.6.5 delegate responsibilities within the CB/CMC in order to fulfill the mandate of the CB/CMC:

3.6.6 represent the T/OTBU on the Rainbow District 3 Collective Bargaining and Contract Maintenance Committee:

3.6.7 present all accumulated records to his/her successor:

3.6.8 submit all expense vouchers to the Unit Treasurer:

3.6.9 make regular reports on the status of Collective Bargaining and Contract Maintenance Committee at the Council of Teachers and Unit Executive Meetings.

BY-LAW 4 - BRANCH ORGANIZATION

4.1 The OSSTF members in each secondary school, including the Continuing Education Centre, Occasional Teachers and the Gord Ewin Centre for Education, shall each constitute a branch of the unit.

4.1.1 Each Branch shall elect an OSSTF/FEESO staff representative.

4.1.2 Each Branch shall elect one representative to the CB/CMC

4.1.3 Each School Branch shall elect one (1) member to the in-school staffing committee.

4.1.4 Each Branch shall elect or appoint a member and alternate responsible for each of the following District Committees: Educational Services, Health and Safety, Status of Women, Communication/Political Action, and Human Rights.

BY-LAW 5 - UNIT COMMITTEES

5.1 CB/CMC shall meet at the call of the Chair, or where no Chair exists at the call of a unit Vice-President upon request of the Executive.

BY-LAW 6 - COUNCIL OF TEACHERS

6.1 **Representatives**

6.1.1 Delegates of the Council of Teachers shall consist of:

6.1.2 The T/OTBU Executive consisting of:

One (1) Staff Representative per school plus the following elected positions: President, Vice-President, Treasurer, Secretary, and CB/CMC Chair.

6.1.3 Additional delegates for branches whose membership exceeds thirty (30) FTE members will be determined by the following formula: $(\text{Number in branch} - 30) \div 15$, to the nearest whole number of members.

6.1.4 All Council of Teachers meetings are open to any other member of the T/OTBU of Rainbow District 3, in a non-voting capacity. These members/guests must provide notice of their attendance ten (10) days in advance.

6.1.5 Any member of the T/OTBU of Rainbow District 3 may speak at the Council of Teachers Meeting at the invitation of the Chair.

6.2 **Agenda items**

- 6.2.1 The delegates to AMPA will be elected at the Fall meeting.
- 6.2.2 Any constitutional revisions shall be dealt with at the Annual Spring Council of Teachers Meeting.
- 6.2.3 Members of the Executive will be elected at the Annual Spring Council of Teachers Meeting.
- 6.2.4 Other business as determined by the executive or submitted by the branches will be included.

6.3 **Additional meetings**

- 6.3.1 There shall be other meetings of the Council of Teachers at other times as may be determined by the Executive or at the written request of at least three (3) branches.

6.4 **Chair**

- 6.4.1 The President of the T/OTBU or his/her designate shall act as Chair of the Council of Teachers Meeting.

BY-LAW 7 - ELECTED POSITIONS FOR THE EXECUTIVE

7.1 **Elected Positions**

- 7.1.1 The following executive positions shall be elected in alternate years at the Annual Spring Council of Teachers Meeting, beginning with the Vice-President and Secretary, in April 2002, followed by the President and Treasurer in April, 2003.
- 7.1.2 Election of officers will be a timed item on the agenda.
- 7.1.3 Nominations will close one-half hour prior to the beginning of elections.
- 7.1.4 Candidates for office shall be allowed one opportunity to address the membership at the Annual General Meeting for a time not to exceed five (5) minutes for the position of President; three (3) minutes for any other position.
- 7.1.5 The order of elections shall be:
 - i) President, ii) Vice-President, iii) Secretary, iv) Treasurer
- 7.1.6 The candidate receiving over 50% of all the votes cast will be declared the winner.
- 7.1.7 If none of the candidates receive over 50% of the votes cast, the candidate with the least number of votes will be dropped from the roster.
- 7.1.8 Elections will continue to be held until a candidate receives over 50% of the votes cast.
- 7.1.9 Unsuccessful candidates may submit their candidacy for any of the subsequent positions to be elected.
- 7.1.10 The term of office for all Unit elected executive shall be two federation years as defined in BY-LAW 1.1
- 7.1.11 If an elected Unit Executive position becomes vacant for more than 30 calendar days, the following election procedures will apply:
- 7.1.12 Applicants will be given one week's notice of the position through an internal OSSTF posting to all unit members.
- 7.1.13 Applications will be vetted by the Unit President, CB/CMC Chair and District Officer for eligibility.
- 7.1.14 The list of candidates will be submitted to the Executive for voting purposes.
- 7.1.15 The candidate receiving over 50% of the votes cast will be elected.
- 7.1.16 If none of the candidates receive over 50% of the votes cast, the candidate with the least number of votes will be dropped from the roster.
- 7.1.17 Elections will continue to be held until a candidate receives over 50% of the votes cast.

BY-LAW 8 - UNIT GENERAL MEETING

- 8.1 The Unit General Meeting shall be convened of all members:
 - 8.1.2 by the Unit Executive, or;
 - 8.1.3 upon the written request of at least three (3) branches, or
 - 8.1.4 upon the request of the Council of Teachers, or
 - 8.1.5 upon the receipt of a petition containing the signatures of at least ten (10) percent of the unit membership.

8.2 Voting

- 8.2.1 all members present shall have the right to speak and to vote.
- 8.2.2 When a vote is held on the ratification of a proposed collective agreement or sanction against the employer, all T/OTBU members who are voting will vote by secret ballot.

BY-LAW 9 - QUORUMS

- 9.1 A quorum shall be 20% of the T/OTBU membership, as determined by the Chair, for all unit general meetings.
- 9.2 For all other meetings, a quorum shall be more than 50% of the voting members for the applicable meeting.

BY-LAW 10 - ANTI-HARRASSMENT AND ANTI-BULLYING POLICY

10.1 Anti-Harassment and Anti-Bullying Policy

The OSSTF District 3 shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions. See OSSTF District 3 Human Rights Anti-Harassment binder.

- 10.1.1 The Anti-Bullying and Anti-Harassment Policy and Procedures and any amendments to it shall be approved by the OSSTF District 3 Executive Council.

BY-LAW 11 ANTI-HARRASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

- 11.1 Members of OSSTF District 3 affected by a decision resulting from a complaint under the OSSTF District 3 Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
 - 11.1.1 within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the OSSTF District 3 President for an appeal hearing.
 - 11.1.2 within two days of receiving the request, the OSSTF District 3 President shall appoint three members of the OSSTF District 3 Appeals Committee to consider the appeal.
 - 11.1.3 within three days, the OSSTF District 3 Appeals Committee shall meet to consider the appeal.
 - 11.1.4 The OSSTF District 3 Appeals Committee shall review the complaint, the investigation process and findings, and the decision.
 - 11.1.5 Following the review, the Committee shall either confirm, modify, or dismiss the appeal.
 - 11.1.6 The decision of the OSSTF District 3 Appeals Committee shall be consistent with the OSSTF District Anti-Harassment and Anti-Bullying Policy and Procedures.
 - 11.1.7 The OSSTF District 3 Appeals Committee shall report the decision on the appeal to the OSSTF District 3 President within five (5) days after meeting at which the appeal is considered.

- 11.1.8 Within two days of receiving the decision of the OSSTF District 3 Appeals Committee, the OSSTF District 3 President shall communicate the decision to the Appellant in writing.
- 11.1.9 The decision of the OSSTF District 3 Appeals Committee shall be considered final and not subject to any appeal.

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