

# OSSTF Limestone District 27



# Teachers' Bargaining Unit CONSTITUTION

As approved at the TBU Spring Annual Meeting  
May 19, 1999

As amended at the TBU Annual General Meeting  
May 15, 2024

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## **PART I – ARTICLES**

### **ARTICLE 1 – DEFINITIONS**

In this Constitution and Bylaws, the definitions found in the OSSTF Provincial Constitution and the OSSTF Limestone District 27 Constitution shall apply supplemented by the following definitions.

- 1.1 "District" shall mean the Limestone District 27 of the Ontario Secondary School Teachers' Federation, Limestone District School Board.
- 1.2 "Executive" shall mean the Limestone District 27 Teachers' Bargaining Unit Executive, who are responsible for the conduct of its affairs, the implementation of its policies, and who act as its legislative body, subject to the approval of the general membership.
- 1.3 "Membership" shall mean the Teachers' Bargaining Unit Membership of the Limestone District 27 OSSTF except where otherwise stated.
- 1.4 "Federation" shall mean The Ontario Secondary School Teachers' Federation.
- 1.5 "C.B.C." shall mean Collective Bargaining Committee of the Teachers' Bargaining Unit.
- 1.6 "Teachers Bargaining Unit" shall mean the Bargaining Unit representing all full and part-time teachers and Occasional Teachers in the secondary panel for the Limestone District School Board.
- 1.7 "Secondary School" shall include but not be limited to the following; Bayridge Secondary School, Ernestown Secondary School, Frontenac Secondary School, Granite Ridge Education Centre, Kingston Secondary School, LaSalle Secondary School, Loyalist Collegiate and Vocational Institute, Napanee District Secondary School, North Addington Education Centre, and Sydenham High School.
- 1.8 "Branch" shall mean a branch organization at each of the Secondary Schools and the Occasional Teachers within the OSSTF District 27 (Limestone) in which TBU members are employed.
- 1.9 "Annual Meeting" shall mean that meeting of the membership at which communications and reports are received, and at which Constitutional changes are adopted. The Annual Meeting shall also be considered to be an "Annual General Meeting" in that any function ascribed to a "General Meeting" can be performed at the Annual Meeting.
- 1.10 "Federation Year" shall mean the term from July 1 to June 30.

### **ARTICLE 2 – NAME**

This organization shall be known as "Limestone District 27 Teachers' Bargaining Unit (TBU) of the Ontario Secondary School Teachers' Federation".

### **ARTICLE 3 – OBJECTS**

#### **Section 1**

The objects of the Teachers' Bargaining Unit shall include the objects of the Provincial OSSTF (see current handbook).

## **Section 2**

In addition, it will be the object of the Teachers' Bargaining Unit:

- 2.1 to obtain, through negotiations and/or consultation with the Board, conditions of employment for members.

## **ARTICLE 4 – MEMBERSHIP**

Any Teacher in good standing with the OSSTF teaching in a secondary day school, night school or summer school and who is in the employ of the Limestone District School Board as a teacher shall be a member.

## **ARTICLE 5 – FEES**

### **Section 1 – Annual Fee**

The amount of the annual fee for a statutory member shall be prescribed by Provincial regulations and the Provincial OSSTF (see current handbook).

### **Section 2 – Special Assessment Fee**

Special assessment may be levied on the members of the Teachers' Bargaining Unit in accordance with the By-laws.

## **ARTICLE 6 – FINANCES**

The Teachers' Bargaining Unit shall maintain its funds in a duly accredited financial institution.

## **ARTICLE 7 – TEACHERS' BARGAINING UNIT ORGANIZATION**

### **Section 1 – Executive Body - Teachers' Bargaining Unit Executive**

- 1.1 There shall be a Teachers' Bargaining Unit Executive consisting of voting members in the following positions:
  - 1.1.1 President
  - 1.1.2 First Vice-President
  - 1.1.3 Second Vice-President
  - 1.1.4 Secretary
  - 1.1.5 Treasurer
  - 1.1.6 Branch Presidents from each Branch in the TBU in the District
  - 1.1.7 Chair of the Teachers' Bargaining Unit Collective Bargaining Committee
  - 1.1.8 Teachers' Bargaining Unit Chief Negotiator
  - 1.1.9 Immediate Past President
  - 1.1.10 Executive Officer (when there is no Immediate Past President)
- 1.2 There shall be the following non-voting members:
  - 1.2.1 District President
  - 1.2.2 Faculty of Education Liaison
  - 1.2.3 Health and Safety Officer

- 1.3 The voting members of the Teachers' Bargaining Unit Executive shall be elected or appointed in the manner prescribed by the Bylaws.

## **Section 2 – Branch Organization**

- 2.1 Each secondary school and the Occasional Teachers as a group within the District shall be called a Branch.
- 2.2 Each Branch shall elect a Branch President or Branch co-Presidents, and the following representatives: Collective Bargaining (4 representatives), Communications-Political Action, Educational Services, Friendly Society, Health and Safety, School Council and Status of Women, normally done by June 7.
- 2.3.1 Each Branch may elect a Vice-President and/or a Secretary, to aid the Branch President in his/her or their duties.
- 2.3.2 The Branch Vice-President may assume the duties of the Branch President in his or her absence.
- 2.4 Any member not employed within a secondary school shall be a member of the Branch which is geographically closest to his/her current place of employment.

Board Office	LCVI
Gould Lake	SHS
Robert Meek and KLC	KSS
Educational Services	LCVI
Itinerant	FSS
Quinte	NDSS
Sundance	BSS
Arden Court	GREC

## **Section 3 – Selection of the Executive**

- 3.1 The following officers shall be elected in odd-numbered years by secret ballot following the Annual General Meeting.
- a) TBU President
  - b) TBU First Vice-President
  - c) TBU Second Vice-President
  - d) TBU Secretary
  - e) TBU Treasurer

## **Section 4 – Role of Branch President**

- 4.1 The Branch President and all branch committee representatives shall be elected by secret ballot unless the positions are acclaimed in each Branch by the Teachers in that Branch normally by June 7.
- 4.2 The Chair of Branch Presidents shall be elected by the Branch Presidents at the first meeting of the TBU Executive, normally in June. In the event that a branch has not yet selected its representatives for the next federation year, the representatives from the current year shall remain in place. Each branch shall have a maximum of one vote.

## **Section 5 – Vacancies on the Executive**

Any other Executive vacancies occurring during the term of office shall be filled by a member elected by the Teachers' Bargaining Unit Executive following a call to the General Membership.

## **Section 6 – Term of Office**

The term of office for the Executive members shall be as follows:

- 6.1 All positions shall commence on July 1 following the election.
- 6.2.1 All positions in Article 7, Section 3 shall be elected for a two year term.
- 6.2.2 The term for the Immediate Past President shall be one federation year following the election.
- 6.2.3 The term for the Executive Officer may be for one or two years, depending on the status of the Immediate Past President position.
- 6.3 Elections shall be held on odd numbered years.

## **ARTICLE 8 – BYLAWS**

The members in a Teachers' Bargaining Unit Assembly may approve Bylaws that are in accordance with this Constitution and with the Constitution, Bylaws and Policies of the Provincial OSSTF.

## **ARTICLE 9 – AMENDMENTS TO THE CONSTITUTION**

Amendments to the Constitution shall be made at a General Meeting of the Teachers' Bargaining Unit.

- 1.1 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that:
  - 1.1.1 written notice of the proposed amendment shall have been given to the Teachers' Bargaining Unit Secretary at least four (4) weeks prior to the General Meeting,
  - 1.1.2 such notice shall have been forwarded to the membership three (3) weeks prior to the General Meeting.
- 1.2 by three-quarters majority of the members qualified to vote, present and voting, provided that:
  - 1.2.1 written notice of the proposed amendment shall have been given to the Teachers' Bargaining Unit Secretary at least two (2) weeks prior to the General Meeting,
  - 1.2.2 such notice shall have been forwarded to the membership at least one (1) week prior to the General Meeting.
- 1.3 by a nine-tenths majority vote of the members qualified to vote, present and voting previous notice as in Section 1 and Section 2 not having been given.

## **ARTICLE 10 – ELECTRONIC MEETINGS**

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

## **ARTICLE 11 – RESTRICTION**

No Article, Bylaw or Policy of this Constitution shall contravene or otherwise change any article, by-law or policy of the Constitution of OSSTF.



## **PART II - BYLAWS**

### **BYLAW 1 – FEDERATION YEAR**

The OSSTF Limestone District 27 Teachers' Bargaining Unit Fiscal Year and Federation Year shall be from July 1 to June 30; membership is for the school year September 1 to August 31.

### **BYLAW 2 – TEACHERS' BARGAINING UNIT MEMBERSHIP**

Any Teacher in good standing with the OSSTF, teaching in a secondary day school, night school or summer school and who is in the employ of the Limestone District School Board as a Teacher shall be a member of the Limestone District 27 Teachers' Bargaining Unit provided this Teacher meets the requirements of membership as in the Handbook. (See current Provincial Handbook).

### **BYLAW 3 – LOGOTYPE**

In addition to the provincial insignia, the Teachers' Bargaining Unit shall use the Logotype which includes the District name, tree and sailboats and is represented in this bylaw.



### **BYLAW 4 – SPECIAL ASSESSMENT FEES**

Special Assessment Fees shall be established or changed when necessary by the Teachers' Bargaining Unit Assembly in the following manner:

- 1.1 Notification, in writing, of the purpose, proposed amount and method of payment of the levy shall be given to the members at least three (3) weeks prior to the Teachers' Bargaining Unit Assembly;
- 1.2 The purpose and amount shall be approved by the Teachers' Bargaining Unit Assembly by a majority vote of those members qualified to vote, present and voting.

### **BYLAW 5 – PAYMENT OF SPECIAL ASSESSMENT FEES**

Fees determined by Bylaw 4 shall be collected at source as outlined in the Collective Agreement.

## **BYLAW 6 – REPRESENTATION AT GENERAL MEETINGS**

### **Section 1 – General Meeting**

All members in good standing of the Limestone District 27 Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation are entitled to attend and vote at any General Meeting.

### **Section 2 – Teachers' Bargaining Unit Executive**

- 2.1 The Teachers' Bargaining Unit Executive shall consist of those members named in Article 7, Section 1 and duly elected or appointed according to the Bylaws of this Constitution.
- 2.2 In the event that an Executive Member elected by the Members of the Teachers' Bargaining Unit fails to attend three consecutive meetings, the Executive may deem the position vacant and appoint a replacement to fulfil the term.

### **Section 3 – Teachers' Bargaining Unit Associations and Standing Committee(s)**

- 3.1 Every Teachers' Bargaining Unit Association or Standing Committee may invite representation from each designated Branch of the Teachers' Bargaining Unit.

## **BYLAW 7 – MEETINGS**

### **Section 1 – Teachers' Bargaining Unit Executive**

- 1.1 The Teachers' Bargaining Unit Executive shall meet at the call of the President or at the request of any three (3) voting members of the Executive.
- 1.2 The Teachers' Bargaining Unit will normally meet monthly in the school year.
- 1.3 A quorum for a Teachers' Bargaining Unit Executive meeting shall be fifty percent plus one of the voting members of the TBU Executive.

### **Section 2 – Teachers' Bargaining Unit General Meetings**

- 2.1 There shall be a minimum of one General Meeting held each school year; this shall be scheduled as the ANNUAL GENERAL MEETING.
- 2.2 The Members of the Teachers' Bargaining Unit shall meet at a place named by the President of the Teachers' Bargaining Unit in consultation with the Teachers' Bargaining Unit Executive:
  - 2.2.1 on the third Wednesday of May to conduct the business of the Annual General Meeting or, if the above date is inappropriate, on an alternate date established by the Teachers' Bargaining Unit Executive provided sufficient notice is given to the membership;
  - 2.2.2 as deemed necessary by the President with the approval of the Teachers' Bargaining Unit Executive;
  - 2.1.3 as deemed necessary by 2/3 of the Branch Organizations or 150 voting members of the Teachers' Bargaining Unit, with the approval of the Teachers' Bargaining Unit Executive.

- 2.3 A quorum for the General Meeting shall be:
  - 2.3.1 the members present and entitled to vote, seven days' notice of the meeting having been given, or
  - 2.3.2 fifty members present and entitled to vote, fewer than seven days' notice having been given to the membership.

### **Section 3 – Committees and Associations**

- 3.1 Committees and associations shall meet:
  - 3.1.1 at the call of their respective chairpersons;
  - 3.1.2 as often as is necessary to conduct their business.
- 3.2 A quorum for a committee or association shall be determined by the committee or association.

### **Section 4 – Teachers' Bargaining Unit Special Meetings**

- 4.1 The Members of the Teachers' Bargaining Unit shall meet at a place named by the President of the Teachers' Bargaining Unit with the approval of the Teachers' Bargaining Unit Executive at least 3 school days prior to a ratification vote on a Tentative Collective Agreement, or amendment thereof, in order to discuss said Tentative Agreement.
- 4.2 In the event of an externally mandated deadline this timeline may be shortened with the goal of providing the maximum time possible, up to the three days.
- 4.3 In the event of the need of the Members of the Teachers' Bargaining Unit to take a strike vote, the Members shall meet at a place named by the President of the Teachers' Bargaining Unit no more than one day prior to any strike vote (the strike vote does not refer to an advance vote date).

### **Section 5 – Electronic Meetings**

#### **5.1 Use of Electronic Platform**

- 5.1.1 The platform in which electronic meetings can be held is designated by the President or the Chair. Electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committee, or by OSSTF Rules of Order.
- 5.1.2 The designated platform must:
  - a) require members participating in the electronic meeting to log in to satisfy the process of verification of membership of meeting participants;
  - b) support visible displays identifying those participating;
  - c) support both public and anonymous voting;
  - d) be able to identify those seeking recognition to speak in a queue;
  - e) be able to show the text of pending motions;
  - f) be able to show results of votes.

## **5.2 Ballot Voting**

- 5.2.1 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.
- 5.2.2 All-member election voting, such as Annual General Meeting elections, must be set up through Provincial OSSTF in the “Vote Centre”.
- 5.2.3 If the Annual General Meeting is held remotely and voting for election is done through Provincial OSSTF, members will have 24 h to cast their vote electronically within 2 working days following the Annual General Meeting, in accordance with Bylaw 16.

## **5.3 Decorum**

- 5.3.1 In accordance with Article 10, under no circumstances can any part of the electronic meeting be recorded by any participants of the meeting.
- 5.3.2 The “chat function” may be enabled or disabled at the discretion of the Chair. Normally, the chat function will be turned off for Executive and General Meeting.

# **BYLAW 8 – DUTIES OF THE TEACHERS’ BARGAINING UNIT ORGANIZATION**

## **Section 1 – Duties of the Members of the Teachers’ Bargaining Unit at the General Meeting**

### **1.1 General Duties**

It shall be the general duty of the Teachers’ Bargaining Unit membership in an assembly of the Teachers’ Bargaining Unit:

- 1.1.1 to receive and adopt reports;
- 1.1.2 to determine action;
- 1.1.3 to adopt or change Articles, Bylaws and Policies;
- 1.1.4 to remove any member(s) of the Teachers’ Bargaining Unit Executive provided that just cause can be shown by either of the following procedures:
  - a) by a three-quarters majority vote of the members qualified to vote, present and voting, provided that written notice of the proposed impeachment shall have been given to the Teachers’ Bargaining Unit Secretary at least two (2) weeks prior to the General Meeting (such notice shall have been forwarded to the membership one (1) week prior to the General Meeting), or
  - b) by a nine-tenths majority vote of the members qualified to vote, present and voting, previous notice as in 1.1.6 (a) not having been given, but providing that the Teachers’ Bargaining Unit Secretary and the named Executive member(s) has/have been informed at least one (1) week before the General Meeting.
- 1.1.5 to carry out other duties as necessary for the Teachers’ Bargaining Unit within its Bylaws and Constitution and that of the Provincial OSSTF;
- 1.1.6 to carry out other duties deemed appropriate by the TBU Executive.

## **1.2 Specific Duties – ANNUAL GENERAL MEETING**

It shall be the duty of the membership at the Annual General Meeting:

- 1.2.1 to conduct all business arising under 1.1 General Duties;
- 1.2.2 to conduct election business as required by the Constitution and as prescribed by the Nominations and Elections Committee;
- 1.2.3 to approve the proposed budget for the next fiscal year;
- 1.2.4 to receive the current unaudited financial report;
- 1.2.5 to honour Teachers of the Teachers' Bargaining Unit with awards as described in Bylaw 17 of this Constitution.

## **Section 2 – Duties of the Teachers' Bargaining Unit Executive**

### **2.1 General Duties**

It shall be the duty of the Teachers' Bargaining Unit Executive to:

- 2.1.1 Promote within the Teachers' Bargaining Unit the aims and objectives of the Provincial OSSTF;
- 2.1.2 Represent the members of the Teachers' Bargaining Unit with respect to the members' collective views to the Provincial OSSTF, all government bodies, elected government representatives, community agencies, the Board, the general public and/or media, as considered appropriate;
- 2.1.3 Deal with all matters related to the Federation which in the opinion of the Executive require action before the next meeting of the Teachers' Bargaining Unit;
- 2.1.4 Keep the members of the Teachers' Bargaining Unit informed of its activities;
- 2.1.5 Authorize payment of expenses and accounts incurred in the conduct of business of the Teachers' Bargaining Unit;
- 2.1.6 Establish terms of reference for all Teachers' Bargaining Unit Standing Committees and Ad Hoc Committees of the Teachers' Bargaining Unit;
- 2.1.7 Appoint Teachers' Bargaining Unit representatives such as the Joint Board/ Federation Committee as required to represent the members of the Teachers' Bargaining Unit, appointing substitutes when representatives are unable to act;
- 2.1.8 Perform any other duties as deemed appropriate by the President and/or the TBU Executive.

### **2.2 Specific Duties**

It shall be the duty of the Teachers' Bargaining Unit Executive to:

- 2.2.1 Meet at the call of the Teachers' Bargaining Unit President, or at the written request of three (3) members of the Executive, such meeting to take place within three working days of receipt of such request by the Teachers' Bargaining Unit Secretary;
- 2.2.2 Appoint, normally in June, on the recommendation of each Teachers' Bargaining Unit Standing Committees, the Chairperson of the TBU Standing Committee(s), such appointment normally being for one (1) Federation year. The Teachers' Bargaining Unit Executive shall use its discretion with regard to the length and precise timing of such

appointments depending on the activities of the Committee;

- 2.2.3 Appoint the chairpersons of all Ad Hoc committees, for a term in keeping with the terms of reference of the respective committee;
- 2.2.4 Endorse, normally in June, on the recommendation of each Teachers' Bargaining Unit Collective Bargaining Committee, the Executive of the CBC, such appointment normally being for one (1) year;
- 2.2.5 Appoint the Chair of the Branch Presidents, on the recommendation of the Branch Presidents at the June TBU Executive meeting and voted by secret ballot for the Chair normally by June 30;
- 2.2.6 Appoint the Queen's Faculty of Education Liaison for a two year term at the TBU Executive Meeting in June of an election year;
- 2.2.7 Select a TBU Health and Safety Officer for a two year term at the TBU Executive Meeting in June of an election year;
- 2.2.8 Meet, no later than the October 1, at a time and place of its choosing, to review the Teachers' Bargaining Unit Constitution, in particular the general duties of the Executive, and assign specific tasks and/or portfolios to the Executive members;
- 2.2.9 Appoint five (5) members to the Teachers' Bargaining Unit Grievance Appeals Committee;
- 2.2.10 Appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend;
- 2.2.11 Appoint an alternate to attend meeting(s) of the Teacher/Occasional Teacher Sector Council on behalf of the TBU in the event that neither the President nor First Vice President can attend;
- 2.2.12 Select the Delegates assigned to the Teachers' Bargaining Unit to the Provincial Assembly as described in Bylaw 21 of this constitution;
- 2.2.13 Establish an Election Rules Committee, normally by September 30, in a non-election year, in accordance with Bylaw 16;
- 2.2.14 Establish a Budget Committee, normally by February 1, in accordance with Bylaw 15;
- 2.2.15 Establish a Finance Committee as needed in accordance with Bylaw 15;
- 2.2.16 Establish an Awards Committee, normally by February 28, in accordance with Bylaw 20;
- 2.2.17 Approve the recipient of the Wib Mayor Award, based on the recommendation of the TBU Awards Committee.
- 2.2.18 Establish a Nominations and Elections Committee prior to April 1 of an election year in accordance with Bylaw 15;
- 2.2.19 Approve the Negotiations Brief;
- 2.2.20 Approve the Tentative Collective Agreement and recommend it to the members;
- 2.2.21 Appoint three (3) members to serve on the District President Selection Committee.

## **2.3 Specific Duties Related to General Meetings**

It shall be the duty of the Teachers' Bargaining Unit Executive to:

- 2.3.1 Call a Teachers' Bargaining Unit General Meeting, as needed;
- 2.3.2 Establish an agenda for any Teachers' Bargaining Unit General Meeting;
- 2.3.3 Distribute to the membership the agenda for the TBU Annual General Meeting at least 1 week prior to the meeting;
- 2.3.4 Report to the Teachers' Bargaining Unit General Meeting;
- 2.3.5 Carry out the instructions of the Teachers' Bargaining Unit General Meeting through proper motions;
- 2.3.6 Approve a proposed budget for next Federation year at least three (3) weeks prior to the Annual General Meeting and distribute to the membership no less than 1 week prior to the Annual General Meeting.

## **BYLAW 9 – DUTIES OF THE MEMBERS OF THE TEACHERS' BARGAINING UNIT EXECUTIVE**

### **Section 1 – Duties of the Members of the Teachers' Bargaining Unit Executive**

#### **1.1 President**

The position of TBU President shall be full time release with remuneration determined by the Teachers' Bargaining Unit Collective Agreement. The TBU President shall receive a District 27 OSSTF Release Officer honorarium of an amount equal to that of a PAR position in the TBU Collective Agreement.

It shall be the duty of the President:

- 1.1.1 to act as Chairperson at meetings of the Teachers' Bargaining Unit;
- 1.1.2 to be the spokesperson for the Teachers' Bargaining Unit;
- 1.1.3 to be a voting member of the Teachers' Bargaining Unit Executive;
- 1.1.4 to call all meetings of the Teachers' Bargaining Unit Executive and the General Meeting;
- 1.1.5 to be an ex-officio member of all Teachers' Bargaining Unit Committees and to maintain contact with all Teachers' Bargaining Unit Federation work;
- 1.1.6 to call a meeting of the Teachers' Bargaining Unit Executive no later than September 30 for the specific purposes of:
  - a) reviewing the Constitution, in particular the duties of the Executive,
  - b) assigning specific tasks to the members of the Executive or other members of the Teachers' Bargaining Unit as the Executive sees necessary;
- 1.1.7 to ensure that all Teachers' Bargaining Unit Standing Committees hold meetings for the purpose of electing a Chair;
- 1.1.8 to co-ordinate all information to the news media and maintain a close liaison with the media;

- 1.1.9 to attend the Annual Meeting of the Provincial Assembly as a delegate;
- 1.1.10 to serve as the Bargaining Unit's Provincial Councillor;
- 1.1.11 to attend all meetings of Provincial Council or provide for an alternate if unable to attend; the alternate shall be chosen by the TBU Executive;
- 1.1.12 to carry motions or to seek information from Provincial Council as approved by the Teachers' Bargaining Unit Executive;
- 1.1.13 to present concerns of the Teachers' Bargaining Unit at Provincial Council;
- 1.1.14 to make regular written reports to the Teachers' Bargaining Unit Executive concerning the business of Council;
- 1.1.15 to make a written report to the Teachers' Bargaining Unit Executive and the TBU General Membership on the business of the Annual Meeting of Provincial Assembly.

## **1.2 First Vice President**

It shall be the duty of the First Vice President:

- 1.2.1 to be a voting member of the TBU Executive;
- 1.2.2 to assume the duties of the President in his/her absence or at his/her request;
- 1.2.3 to chair the Resolution Committee for the Annual General Meeting;
- 1.2.4 to assume the duties of the Teachers' Bargaining Unit President when that position is vacant;
- 1.2.5 to undertake tasks as assigned by the TBU Executive;
- 1.2.6 to attend the Annual Meeting of the Provincial Assembly as a delegate;
- 1.2.7 to serve as liaison with Standing and Ad hoc Committees as directed by the President;
- 1.2.8.1 to act as chairperson of the Constitution Committee;
- 1.2.8.2 to maintain an up-to-date account of all amendments to Articles and Bylaws in the Constitution and to provide same to members of the Teachers' Bargaining Unit Executive and Standing Committee Chairpersons in September of each year;

## **1.3 Second Vice President**

It shall be the duty of the Second Vice President:

- 1.3.1 to be a voting member of the Teachers' Bargaining Unit Executive;
- 1.3.2 to assume the duties of the President in his/her absence or at his/her request in the absence of the First Vice President;
- 1.3.3 to assume the duties of the Teachers' Bargaining Unit First Vice President when that position is vacant;
- 1.3.4 to undertake tasks as assigned by the TBU Executive;
- 1.3.5 to serve as liaison with Standing and Ad hoc Committees as directed by the President.



#### **1.4 Secretary**

It shall be the duty of the secretary:

- 1.4.1 to be a voting member of the Teachers' Bargaining Unit Executive;
- 1.4.2 to take minutes of all meetings of the Teachers' Bargaining Unit Executive and ensure publication and distribution as directed by the Executive;
- 1.4.3 to take minutes of all meetings of the Teachers' Bargaining Unit General Meeting, and ensure publication and distribution;
- 1.4.4 to take minutes of Executive Session and maintain the same according to defined procedures;
- 1.4.5 to forward one copy of all Teachers' Bargaining Unit Executive minutes to the District Office Manager;

#### **1.5 Treasurer**

It shall be the duty of the Treasurer:

- 1.5.1 to be a voting member of the Teachers' Bargaining Unit Executive;
- 1.5.2 to ensure that all monies received and disbursed are recorded in books of account;
- 1.5.3 to ensure that all monies are deposited in a chartered bank or other duly accredited financial institution approved by the Teachers' Bargaining Unit Executive in consultation with the District Treasurer;
- 1.5.4 to ensure that receipts are issued, when requested, for all monies received
- 1.5.5 to ensure that all authorized accounts are paid in accordance with the By- laws of the Teachers' Bargaining Unit;
- 1.5.6 to chair the proceedings of the Teachers' Bargaining Unit Budget Committee established under Bylaw 12 of this constitution;
- 1.5.7 to present annually, at the Annual General Meeting, a proposed budget for the next fiscal year;
- 1.5.9 to ensure that monthly financial statements are prepared for consideration of the Teachers' Bargaining Unit Executive;
- 1.5.10 to ensure that all monies received for transmission are forwarded to the Treasurer of Provincial OSSTF or other approved destination;
- 1.5.11 to perform duties as established in the By-laws of the Provincial OSSTF.

#### **1.6 Branch Presidents from each Branch of the Teachers' Bargaining Unit**

It shall be the duty of the Branch President:

- 1.6.1 to be a voting member of the Teachers' Bargaining Unit Executive for a period of one federation year;
- 1.6.2 to represent the Branch at the Teachers' Bargaining Unit Executive meetings;
- 1.6.3 to attend all meetings of Teachers' Bargaining Unit Executive or provide for an alternate if unable to attend;
- 1.6.4 to carry motions from the Branch or to seek information from the Teachers' Bargaining

Unit Executive;

- 1.6.5 to present concerns of the Branch at the Teachers' Bargaining Unit Executive meetings;
- 1.6.6 to make regular reports to the Teachers' Bargaining Unit Members at the Branch;
- 1.6.7 to distribute all correspondence to the membership as directed by the Teachers' Bargaining Unit President;
- 1.6.8 to hold monthly Branch meetings;
- 1.6.9 to hold Branch elections for OSSTF Branch Representatives, normally by June 7;
  - 1.6.9.1 in the event that Branch elections for OSSTF Branch Representatives does not occur by June 7, the Branch President shall notify the TBU President and call a Branch meeting at the soonest possible date for Branch elections;
- 1.6.10 to normally hold elections at the monthly Branch meetings throughout the school year to fill vacant positions;
- 1.6.11 to notify the Committee Chair and the District Office of any changes to the Branch's representatives prior to the subsequent committee meetings;
- 1.6.12 to vote for a Chair of Branch Presidents at the first meeting of the TBU Executive, normally in June;
- 1.6.13 to notify the President or Chair of the Executive meeting, in the case of Branch Co-Presidents, which Branch Co-President will be the casting the vote for the Branch so that only one of the branch's Branch Co-President votes at any one time.

#### **1.7 Chair of the TBU Collective Bargaining Committee**

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

- 1.7.1 to be a voting member of the Teachers' Bargaining Unit Executive for a period of one Federation year;
- 1.7.2 to call all meetings of the committee;
- 1.7.3 to preside at all committee meetings;
- 1.7.4 to be an ex-officio member of all sub-committees of the TBU Collective Bargaining Committee;
- 1.7.5 to maintain awareness of all areas of committee work;
- 1.7.6 to report to the TBU Executive on a regular basis;
- 1.7.7 to receive information from the TBU Executive on all committee related matters;
- 1.7.8 to monitor, in co-operation with the Treasurer, the expenditure of the committee;
- 1.7.9 to prepare, in co-operation with the Treasurer, the annual budget of the committee;
- 1.7.10 to receive and sign, in co-operation with the Treasurer, bills of all expenditures of the committee and to forward such information to the Teachers' Bargaining Unit Treasurer.

#### **1.8 TBU Chief Negotiator**

It shall be the duty of the Chief Negotiator:

- 1.8.1 to be a voting member of the Teachers' Bargaining Unit Executive for a period of one

Federation year;

- 1.8.2 to lead the Negotiating Team;
- 1.8.3 to provide current information to Members on negotiations;
- 1.8.4 to act as a member of the Grievance Committee
- 1.8.5 to attend all meetings as indicated in the TBU Collective Agreement;
- 1.8.6 to submit the Negotiations Brief approved by the TBU Executive to the Provincial Office for approval;
- 1.8.7 to undertake other duties as assigned by the TBU Executive
- 1.8.8 to carry out responsibilities in coordination with the Collective Bargaining Committee.
- 1.8.9 to act as a resource person for all TBU Standing Committees and such Ad Hoc Committees as designated by the TBU Executive;
- 1.8.10 to represent the TBU on such joint Board/OSSTF Committees as determined by the TBU Executive;
- 1.8.11 to act as TBU Benefits Officer;
- 1.8.12 to assist the TBU President to represent the interests of the membership in the implementation and maintenance of the TBU Collective Agreements;
- 1.8.13 to attend and monitor all staffing meetings and other associated activities;
- 1.8.14 to counsel members on personal or professional issues that may affect their employment status with the Board, their status with the Ontario College of Teachers, or their standing in OSSTF;
- 1.8.15 the position of Chief Negotiator shall be full time release with remuneration determined by the Teachers' Bargaining Unit Collective Agreement. The TBU Chief Negotiator shall receive a District 27 OSSTF Release Officer honorarium of an amount equal to that of a PAR position in the TBU Collective Agreement.

## **1.9 Immediate Past President**

It shall be the duty of the Immediate Past President:

- 1.9.1 to be a voting member of the Teachers' Bargaining Unit Executive for the period of one year immediately after having held the position of President of the Teachers' Bargaining Unit. In the event the President is re-elected, this position is declared vacant and replaced by the Executive Officer position;
- 1.9.2 to attend all meetings of the Teachers' Bargaining Unit Executive and the Teachers' Bargaining Unit General Meeting while in office, and to act in an advisory capacity on those occasions;
- 1.9.3 to represent the Teachers' Bargaining Unit as requested by the Teachers' Bargaining Unit Executive;
- 1.9.4 to provide a smooth transition during the change of office which will ensure continuity in the carrying out of Teachers' Bargaining Unit business and, during his/her term of office, to advise the incoming President and Executive;
- 1.9.5 to call the first meeting of the Nominations and Elections Committee and facilitate the

election of a Chair of the Nominations and Elections Committee.

1.10 Executive Officer (when there is no Past President)

It shall be the duty of the Executive Officer:

- 1.10.1 to be a voting member of the Teachers' Bargaining Unit Executive for up to a period of (2) years;
- 1.10.2 to serve as liaison with Standing and Ad hoc Committees as directed by the President;
- 1.10.3 to attend all meetings of the Teachers' Bargaining Unit Executive and the Teachers' Bargaining Unit General Meeting while in office;
- 1.10.4 to call the first meeting of the Nominations and Elections Committee and facilitate the election of a Chair of the Nominations and Elections Committee.
- 1.10.5 to undertake tasks as assigned by the Teachers' Bargaining Unit Executive.

## **BYLAW 10 – DISTRICT PRESIDENT**

The selection and review of the District President is the responsibility of the District Executive. Refer to the Limestone District 27 Constitution for these items.

## **BYLAW 11 – GRIEVANCE OFFICER**

### **Section 1 – Bargaining Unit Grievance Officer**

The Bargaining Unit Grievance Officer:

- 1.1 shall be the Chief Negotiator;
- 1.2 shall serve as the Chairperson of the Bargaining Unit Grievance Committee;
- 1.3 shall advise the Bargaining Unit on matters relating to maintenance of the collective agreement;
- 1.4 shall perform such duties as assigned by the President.

### **Section 2 – Duties of the Grievance Officer**

It shall be the duty of the Grievance Officer:

- 2.1 to be chairperson of the Grievance Committee;
- 2.2 to be knowledgeable of all articles in the Collective Agreement and to be aware of all appropriate Acts and Regulations;
- 2.3 to have complete knowledge and understanding of the Bargaining Unit's grievance procedure;
  - 2.4.1 to maintain records of all alleged violations that were not filed as a grievance and their disposition; These records will be useful in the future when similar allegations arise i.e. for past practice or estoppel purposes especially;
  - 2.4.2 to maintain a complete file on each grievance;
- 2.5 to report to the Bargaining Unit Executive the status of each active grievance and the resolution of each grievance, respecting the rights and confidentiality of individual members;

- 2.6 to educate/communicate with: the grievor, the Branch President, the Board, the TBU Executive, the Collective Bargaining Committee, the Membership and the Provincial OSSTF.
- 2.7 to consult with members of the grievance committee concerning a potential grievance;
- 2.8 to process each grievance:
  - maintain timelines and the filing of the grievance;
  - seek advice from OSSTF;
  - attempt to resolve grievance;
  - if necessary, proceed to arbitration with assistance from OSSTF;
  - maintain a complete written record of all aspects of the grievance;
  - at any point where a decision is made not to proceed with the grievance, inform the grievor about the appeal process.

## **BYLAW 12 – GRIEVANCE COMMITTEE**

### **Section 1 – Membership**

- 1.1 The Grievance committee shall consist of the following three members or their designates:
  - 1.1.1 President of the Bargaining Unit;
  - 1.1.2 Chief Negotiator/ Grievance Officer of the Bargaining Unit;
  - 1.1.3 District President.
- 1.2 The Chief Negotiator/ Grievance Officer shall act as Chairperson of the Grievance Committee.
- 1.3 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Bargaining Unit Executive will be appointed by the Grievance Committee to become the representative.

### **Section 2 – Terms of Reference**

- 2.1 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.
- 2.2 Meetings of the Grievance Committee will be called by the Chairperson.
- 2.3 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor.
- 2.4 Procedures for Alleged grievances
  - 2.4.1 All alleged grievances shall be referred to the Grievance Officer immediately.
  - 2.4.2 The Branch President/Representative or another member of the Bargaining Unit may assist the member in presenting the facts of the case to the Grievance Committee.
  - 2.4.3 The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
  - 2.4.4 The Grievance Officer shall inform the Member of the Committee's decision that will be reported to the Bargaining Unit Executive and the reason for it and shall inform the Member of the appeal process;

- 2.4.5 The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.
- 2.5 All decisions by the Committee shall be by simple majority.
- 2.6 A quorum for the Committee shall be two.

## **BYLAW 13 – GRIEVANCE APPEALS COMMITTEE**

- 1.1.1 The Grievance Appeals Committee shall consist of five (5) Members of the Bargaining Unit Executive who did not take part in the decision to deny the grievance.
- 1.1.2 The Members of the Grievance Appeals Committee shall be selected by the TBU Executive, normally at the TBU meeting in June;
- 1.2 The members of the Grievance Appeals Committee shall select one of their members to act as Chair, normally in June;
- 1.3 A quorum for the Grievance Appeals Committee shall be three members;
- 1.4 One member of the Bargaining Unit Executive, (who shall not have been a member of the Grievance Committee and also shall not act as a member of the Grievance Appeals Committee) may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee;
- 1.5 Procedures for the Grievance Appeals Committee:
  - 1.5.1 The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall notify, in writing, to the Chair of the Grievance Appeals Committee their intention to appeal;
  - 1.5.2 The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case;
  - 1.5.3 The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
  - 1.5.4 The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance;
  - 1.5.5 The Bargaining Unit members appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee;
  - 1.5.6 The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused. The chair will communicate their decision to the Bargaining Unit Member the Bargaining Unit Grievance Officer and the Teachers' Bargaining Unit Executive as soon as possible.

## **BYLAW 14 – TEACHERS’ BARGAINING UNIT COMMITTEES**

### **Section 1 – Standing Committees**

There shall be the following standing committees:

- 1.1 Collective Bargaining Committee
- 1.2 Communications - Political Action Committee
- 1.3 Constitution Committee
- 1.4 Educational Services Committee
- 1.5 Status of Women Committee

### **Section 2 – General Objectives**

A Standing Committee of the Teachers’ Bargaining Unit shall operate under the following objectives:

- 2.1 to recommend priorities and policies to the Executive and the TBU Assembly on items related to the specific objectives of the committee;
- 2.2 to undertake research in its own area;
- 2.3 to submit a budget to the TBU Treasurer;
- 2.4 to report to the Executive and the TBU Assembly on its activities.

### **Section 3 – Regulations in Common**

The Standing Committees of the Teachers’ Bargaining Unit shall operate under the following regulations:

#### **3.1 Duties**

The duties of Standing Committees shall be established by the TBU Assembly and shall be amended in the manner prescribed for amending the Bylaws of the Teachers’ Bargaining Unit.

#### **3.2 Membership**

The membership of a Standing Committee shall be determined in the Bylaws of the committee but should include representation from each Branch. The inaugural meeting shall be held in June and shall consist of the representatives from each branch chosen at the June branch meeting for the next federation year. In the event that the branch has not yet selected its representatives for the next federation year, the representatives from the current year shall remain in place.

#### **3.3 Election of Committee Executive**

The Executive of a Standing Committee shall be elected from, and by the membership of, the respective committee, unless otherwise stipulated in the committee Bylaws. This election shall normally take place at a meeting prior to June 30.

#### **3.4 Responsibilities of Committee Executive**

##### **3.4.1 CHAIRPERSON**

It shall be the duty of the chairperson:

- a) to call all meetings of the committee in coordination with the District President;
- b) to preside at all meetings;

- c) to be an ex-officio member of all sub-committees of the Standing Committee;
- d) to maintain awareness of all areas of committee work;
- e) to report to the TBU Executive on a regular basis;
- f) to receive information from the TBU Executive on all committee related matters;
- g) to be familiar with the Rules of Order as outlined in the most recent OSSTF Handbook;
- h) to implement the Bylaws of the Committee;
- i) to monitor, in co-operation with the treasurer, the expenditure of the committee;
- j) to prepare, in co-operation with the treasurer, the annual budget of the committee;
- k) to forward to the Teachers' Treasurer all bills incurred by the committee;
- l) to report to the Membership the activities of the committee at the Annual General Meeting;
- m) to liaise with the Chair of the District Committee, if there is one.

#### 3.4.2 VICE CHAIR

It shall be the duty of the Vice Chair to perform the duties listed above in the absence of, or at the request of, the Chairperson;

#### 3.4.3 SECRETARY

It shall be the duty of the Secretary:

- a) to record all minutes and ensure their distribution to members and to the District President for inclusion in the District Office Binder;
- b) to receive, answer and keep all correspondence;
- c) to keep all records of the committee;
- d) to turn over past records of the committee for filing by the District President;
- e) to assist the Chairperson, as necessary, in preparing communiqués, expenditures.

### 3.5 Reports and Findings

The decision to publish findings, to implement suggestions, policies, or to embark on courses of action recommended by the committee shall be the responsibility of the TBU Executive or the TBU Assembly.

## Section 4 – Formation of Committees

- 4.1 The Teachers' Bargaining Unit Executive, may, from time to time, recommend to the Teachers' Bargaining Unit General Meeting, the establishment of a Teachers' Bargaining Unit Committee on receipt of a request from the members wishing to enter into such a Committee by approving an appropriate resolution.
- 4.2 The Teachers' Bargaining Unit Executive may, from time to time, recommend to the Teachers' Bargaining Unit General Meeting the rescission of resolutions and/or Bylaws establishing a Teachers' Bargaining Unit Committee, when in the opinion of the Executive it is in the best interest of the Teachers' Bargaining Unit to do so.



## Section 5 – Membership and Duties, by Committee

### 5.1 Collective Bargaining Committee

#### 5.1.1 Membership

The members the Collective Bargaining Committee shall include;

- a) up to four representatives elected from each of the Branches (branches as defined in the definitions section), normally elected by June 7;
- b) up to one alternate representative elected from each Branch in addition to the four in a). This alternative representative may replace a representative at a CBC meeting. Each Branch may have a maximum of 4 votes;
- c) any changes to the composition of the Branch CBC Representatives shall be approved at a Branch meeting;
- d) any changes to the Branch's CBC representatives shall be reported to the CBC Chair and District Office by the Branch President prior to the subsequent CBC meeting;
- e) Branch representatives will be elected normally at the first June Branch meeting;
- f) Branch representatives elected in June shall commence their duties at the inaugural meeting in June;
- g) in the extraordinary event that there is no June Branch meeting, incumbent representatives may attend and vote at the inaugural June meeting;
- h) in the event that there are Branch vacancies, the Branch may fill the vacancy at any Branch meeting, preferably at the soonest opportunity;
- i) the TBU Executive, in consultation with the TBU CBC, shall have the right to recommend the appointment of additional members to the TBU CBC;
- j) the TBU CBC will elect an Executive from its members, normally in June in odd number years, for the next two federation years. The Executive shall consist of the Chief Negotiator, Chair, Vice-Chair, and Secretary;
- k) the TBU CBC Executive positions will be elected in an odd-numbered year for a two year term. If negotiations are in progress, there is a possibility of a one-year extension with the approval of the Committee in May of the odd numbered year. In the case that an extra year is added to a term, the regular election process will be followed in the even-numbered year, however the term will be for the one year remainder of the two-year term that would have commenced in July of the previous odd-year.

#### 5.1.2 Election of the TBU CBC Executive

The election of the Chief Negotiator, Chair, Vice-Chair, and Secretary (in that order) will normally take place in odd number years at the June inaugural meeting following this process:

- a) The Chair, or designate, will announce the June elections at the May TBU CBC meeting or by email during the second week of May in an odd number year unless an extension was approved by the Committee;
- b) Nominations for each position will be accepted by the Chair, or designate, up to the Thursday prior to the June meeting;

- c) The names of those nominated will be forwarded (emailed) to the current Members of the TBU CBC on the Friday just prior to the June meeting;
- d) In the event that there is only one candidate for a position, then that candidate shall be acclaimed and deemed elected to that position;
- f) Candidates, or designate, will be allowed to make a two minute speech;
- g) The Candidate with the greatest number of votes will be declared elected;
- h) If there is a tie vote for a position, there will be a second ballot;
- i) If the subsequent ballot after the first tied ballot is also tied, the Presiding Officer shall flip a coin, with the candidate with the first alphabetical surname from the two candidates calling the toss;
- j) If a candidate is not successful, and there were no on-time candidates for a subsequent position (position is vacant), they may drop down.

#### 5.1.3 Membership of the Negotiating Team

The members the Collective Bargaining Committee Negotiating Team shall include;

- a) the TBU CBC Executive and one representative from the Occasional Teachers Branch plus up to four (4) members selected from the Committee;
- b) the Negotiating Team will be elected by the CBC, normally before the end of September of the school year for which a round of negotiations is to take place;
- c) the CBC may elect a Member to the Negotiating Team if a position becomes vacant or may choose to leave such a position vacant.

#### 5.1.4 Duties of the Collective Bargaining Committee

The duties of the Collective Bargaining Committee are:

- a) to elect an Executive (Chair, Vice-Chair, Secretary and Chief Negotiator) from amongst its members by secret ballot if more than one candidate and to do so at the inaugural June meeting
- b) to select a Negotiating Team;
- c) to request input from the Teachers;
- d) to provide regular updates to the Teachers;
- e) to endorse a Membership Survey before submitting it to the TBU Executive for final approval and distribution to the Membership;
- f) to carry out a Membership Survey of the membership as needed;
- g) to endorse a Negotiations Brief as presented by the CBC Negotiating Team;
- h) to recommend the Negotiations Brief to the TBU Executive for final approval;
- i) to direct the Chief Negotiator to submit the Negotiations Brief approved by the TBU Executive to the Provincial Office for approval;
- j) to make normally three copies of the Negotiating Brief, in addition to the CBC representatives own copy, available to each of the Branches to be held by the CBC representative for review by the Membership immediately prior to its presentation to the Board;

- k) to receive progress reports from the Negotiating Team as required;
- l) to provide direction to the Negotiating Team as required;
- m) after consultation and approval of the Teachers' Bargaining Unit Executive to implement all steps required by law or by prior agreement with the Board, that affect the collective bargaining process;
- n) to make recommendations to the TBU Executive concerning appropriate courses of action should a settlement not appear to be feasible through normal negotiating procedures;
- o) to endorse a Tentative Agreement negotiated by the Negotiating Team;
- p) to recommend a Tentative Agreement to the TBU Executive for final approval and recommendation to the Membership;
- q) to normally meet at least once a month or as needed to discuss items related to the Collective Agreement;
- r) the term of the members shall be one year or, with the approval of the Committee, the length of the negotiating period.

#### 5.1.5 Duties of the Collective Bargaining Committee Negotiating Team

The duties of the Collective Bargaining Committee Negotiating Team are:

- a) to prepare a Membership Survey for endorsement by the CBC;
- b) to prepare a Negotiations Brief to present to the Board;
- c) to negotiate with the representatives of the Board until a tentative settlement is reached;
- d) to recommend a Tentative Agreement to the Collective Bargaining Committee;
- e) to make recommendations to the TBU CBC concerning appropriate courses of action should a settlement not appear to be feasible through normal negotiating procedures;
- f) to report regularly to the TBU CBC and the TBU Executive;
- g) to seek endorsement of the CBC for deliberations on a continual basis prior to taking any such deliberations to the General Membership for consideration;
- h) to present the Tentative Collective Agreement for approval to the CBC and TBU Executive;
- i) the Chair and Chief Negotiator shall attend all TBU Executive meetings as voting member;
- j) the term of the members shall be one year or, with the approval of the Committee, the length of the negotiating period.
- k) to present the Tentative Collective Agreement for approval to the CBC and final approval by the TBU Executive.

#### 5.1.6 Meetings

- a) The committee shall convene at least once a month during the school year;
- b) The frequency or number of meetings will be determined according to the current work load and/or state of negotiations;
- c) There shall be an inaugural meeting in June at which the CBC representatives elected for the subsequent year will commence their duties;
- d) In the event that there is no current Chair, the President or designate will call the first meeting in June and facilitate the election of a Chair;
- e) Each Branch shall have a maximum of four votes.
- f) If there are more than four representatives at a meeting, the Chair shall be notified at the start of the meeting of the names of the representatives who will be voting on behalf of the Branch;
- g) A quorum at meetings shall consist of a minimum of ten (10) members present, with at least six (6) out of the eleven (11) branches represented.

#### 5.1.7 Ratification of the Collective Agreement

The Negotiating Team will present the details of the Tentative Agreement to the TBU CBC for endorsement. The TBU CBC then will bring their recommendation of the Tentative Agreement to the TBU Executive for final approval and subsequent recommendation to the membership.

Following approval of the Tentative Collective Agreement by the TBU Executive, a summary of the Tentative Agreement will be released to the membership. The Tentative Collective Agreement shall be presented at a general meeting of the membership and recommended for ratification.

### 5.2 Communications - Political Action Committee

#### 5.2.1 Membership

**The members of the Communications - Political Action Committee should include:**

- a) at least one representative from each Branch, normally elected by June 7;
- b) the TBU President or designate.

#### 5.2.2 Duties

**The duties of the Communications - Political Action Committee shall be:**

- a) to inform the membership of the TBU on matters affecting the welfare of the TBU and concerns relevant to their roles;
- b) to assist the TBU Executive in disseminating information;
- c) to assist the President in establishing and maintaining contact with local Members of Parliament and Members of Provincial Parliament;
- d) to establish and maintain close liaison with community groups through sharing similar interests to those of the Teachers;
- e) to follow the performance and policies of the elected Trustees of the Board;

- f) to recommend to the TBU Executive support of candidates at any level of government on the basis of their stands on the needs of education or related to policies supported by the TBU, District or Provincial OSSTF;
- g) to recommend to the TBU Executive (and District) Executive a representative to attend meetings of the Kingston and District Labour Council;
- h) to provide liaison with similar Bargaining Unit, District or Provincial OSSTF committees.

#### 5.2.3 Meetings

- a) The committee should normally convene each month during the school year;
- b) In the event that there is no current Chair, the President or designate will call the first meeting in June and facilitate the election of a Chair;
- c) A quorum at meetings shall be two members attending the meeting, one of which must be the Chair or designate.

### 5.3 Constitution Committee

#### 5.3.1 Membership

The members of the Constitution Committee should include:

- a) at least one representative from each Branch, normally elected by June 7;
- b) the TBU First Vice President shall Chair the committee.

#### 5.3.2 Duties

The duties of the Constitution Committee shall be:

- a) to review the TBU, District and Provincial Constitutions;
- b) to consult with constituent groups; TBU Executive, Branches and Committees;
- c) to act as a resource to the constituent groups of the Bargaining Unit;
- d) to recommend changes to the Articles, Bylaws and Policies at the TBU, District and Provincial levels;
- e) to provide liaison with similar Bargaining Unit, District or Provincial OSSTF committees.
- f) to receive and distribute, within the appropriate timelines, to the workplaces and the Occasional Teachers' Branch (and membership) all motions to alter the Constitution and Bylaws or Policies.

#### 5.3.3 Meetings

- a) The committee should normally convene each month during the school year;
- b) A quorum at meetings shall be two members attending the meeting.

### 5.4 Educational Services Committee

#### 5.4.1 Membership

The members of the Educational Services Committee should include:

- a) at least one representative from each Branch, normally elected by June 7;
- b) the TBU President or designate.

#### 5.4.2 Duties

It shall be the duties of the Educational Services Committee

- a) to be responsible for educational studies, workshops and conferences directed specifically to the professional development of all members of the TBU;
- b) to assist members of the TBU in finding alternate sources of financial support for Professional Development activities;
- c) to provide information, by way of its members, regarding Professional Development activities and conferences to their respective Branches;
- d) to make available, through its members, forms of "Application for Financial Assistance" to TBU members requesting financial support;
- e) to act as organizers and resource personnel for Professional Activity Days.
- f) to undertake any and all necessary provisions for the successful professional development of all District 27 TBU Members;
- g) to act, through its Chairperson, as liaison with the Board and its officers in matters concerning Professional Development;
- h) to provide liaison with similar Bargaining Unit, District or Provincial OSSTF committees.

#### 5.4.3 Meetings

- a) The committee should normally convene at monthly throughout the school year;
- b) Other meetings of the committee shall be convened to carry out the business of the committee as required;
- c) In the event that there is no current Chair, the President or designate will call the first meeting in June and facilitate the election of a Chair;
- d) A quorum at meetings shall be two members attending, one of which must be the Chair or designate, if there is no allocation of funds and, if there is an allocation of funds, fifty percent plus one of the total Branches in the Bargaining Unit.

### 5.5 Status of Women Committee

#### 5.5.1 Membership

The membership of the Status of Women Committee should include at least one representatives from each of the Branches, normally elected by June 7.

#### 5.5.2 Duties

It shall be the duty of the Status of Women Committee:

- a) to provide a forum for discussing issues relevant to the professional careers of the women members of the TBU;
- b) to sponsor Professional Development programs for members of the TBU relevant to the careers of women and issues of ;
- c) to develop strategies or channels of communication for women with particular concerns;
- d) to gather and provide information on the status of women in District 27;

- e) to investigate and inform Members of issues that are relevant to human rights;
- f) to provide liaison with similar Bargaining Unit, District or Provincial OSSTF committees.

#### 5.5.3 Meetings

- a) The committee should normally convene each month during the school year;
- b) In the event that there is no current Chair, the President or designate will call the first meeting in June and facilitate the election of a Chair;
- c) A quorum of meetings shall be those members attending the meeting, one of which must be the Chair or designate.

## **BYLAW 15 – TEACHERS’ BARGAINING UNIT FINANCES**

### **Section 1 – Budget Committee**

It shall be the duty of the Teachers’ Bargaining Unit Executive to establish a Budget Committee.

#### 1.1 Membership

This committee shall be comprised of the Teachers’ Bargaining Unit Treasurer, the President, the Chair of CBC and may include other members of the Teachers’ Bargaining Unit Executive. The Teachers’ Bargaining Unit Treasurer shall chair the meetings of the Budget Committee.

#### 1.2 Duties

It shall be the duty of the Teachers’ Bargaining Unit Treasurer/Budget Committee:

- 1.2.1 to set time lines for budget preparation and to establish dates for submissions from spending authorities;
- 1.2.2 to send out budget request forms;
- 1.2.3 to prepare an proposed budget in consultation with the constituent units and committees of the Teachers’ Bargaining Unit;
- 1.2.4 to present the proposed budget to the Teachers’ Bargaining Unit Executive;
- 1.2.5 to present the approved proposed budget to the District Budget Committee;
- 1.2.6 to present any revisions to the proposed budget to the TBU Executive;
- 1.2.7 to present the interim budget to the Teachers’ Bargaining Unit’s Annual General Meeting.

## **BYLAW 16 – ELECTIONS**

### **Section 1 – Terms of Office**

- 1.1 The term of office for the Teachers’ Bargaining Unit Executive members shall commence on July 1 following the election.
  - 1.2.1 All positions in Article 7, Section 3 shall be elected for a two year term.
  - 1.2.2 The term for the Immediate Past President shall be one federation year following the election.

- 1.2.3 The term for Executive Officer may be for one or two years, depending on the status of the Immediate Past President position.
- 1.3 Elections shall be held on odd numbered years.

## **Section 2 – Nominations**

- 2.1 The Teachers' Bargaining Unit Executive shall establish a Nominations and Elections Committee, prior to April 1 in an election year.
- 2.2 The membership of this committee shall include:
  - 2.2.1 the Branch Presidents, and may include the Past President / Executive Officer, who are not seeking an elected position;
  - 2.2.2 a quorum shall be at least 3 Branch Presidents with a maximum of one Branch President from each Branch;
  - 2.2.3 the Past President or Executive Officer shall convene the first meeting of the Nominations and Elections Committee and facilitate the election of a Chair."
- 2.3 The duties of the Nominations and Elections Committee shall be:
  - 2.3.1 to announce, publicize and seek nominations to all positions of the Teachers' Bargaining Unit Executive open for election four (4) weeks prior to the Annual General Meeting;
  - 2.3.2 to publish the descriptions of each position open for election;
  - 2.3.3 to meet two weeks before the Annual General Meeting:
    - a) to declare nominations closed for positions for which there are declared candidates;
    - b) to collate the nominations received;
    - c) to publish and distribute to all Members of the Teachers' Bargaining Unit a list of candidates and their profiles.
    - d) to establish, publish and distribute campaign election rules and procedures, including but not limited to: the duration of the election campaign, campaign financing, campaigning rules, the speech format, the question and answer format, collecting and counting ballots, announcing of results, and run off balloting if required.
    - e) to ensure that the first round of balloting occurs in the designated work sites within 2 working days following the Annual General Meeting. Where a simple majority has not been achieved for a position in the first round of elections, they shall ensure that a second round of balloting takes place in the designated work sites the week following the first election. The ballots for the second round will contain only the names of the two candidates who obtained the greatest number of votes for the position still under contention.
- 2.4 Any member of the Teachers' Bargaining Unit may be nominated to any position on the Teachers' Bargaining Unit Executive open for election provided that:
  - 2.4.1 the nominee has given his/her consent;
  - 2.4.2 two members of the Teachers' Bargaining Unit have signed the nomination papers;
  - 2.4.3 be a member in good standing.



- 2.5 The Chairperson of the Nominations and Elections Committee in conjunction with the District Officer shall be responsible for printing the ballots for each position of the Teachers' Bargaining Unit Executive which is open for election. The ballots shall include the names of the candidates in alphabetical order beside the position in question.

### **Section 3 – Balloting**

- 3.1 Election of the new Teachers' Bargaining Unit Executive shall be by simple majority of ballots cast and take place in the following order, given that the position is open for election:
- 3.1.1 President
  - 3.1.2 First Vice President
  - 3.1.3 Second Vice President
  - 3.1.4 Treasurer
  - 3.1.5 Secretary
- 3.2 Any candidate who has lost an election in a position shall not have the right to seek election in a subsequent position until the current round of elections are over, including any run-offs.
- 3.3 The Chairperson of the Nominations and Elections Committee shall, at the appropriate time:
- 3.3.1 announce the position for which the election is being held;
  - 3.3.2 announce the declared candidates;
  - 3.3.3 if there are no declared candidates, ask for further nominations from the floor three times;
  - 3.3.4 close nominations;
  - 3.3.5 ask candidates to speak to the Assembly as set out by the Nominations and Elections Committee;
  - 3.3.6 Allow for a question and answer period of candidates from the floor as set out by the Nominations and Elections Committee;
  - 3.3.7 collect and count the ballots, with the assistance of their committee;
  - 3.3.8 announce at the earliest possible convenience, the results of the election;
  - 3.3.9 put forth a motion at the Teachers' Bargaining Unit Executive to destroy the Teachers' Bargaining Unit Executive election ballots, if no protests or requests for recounts has been received within 5 working days following the last Election;
  - 3.3.10 put forth a motion at the Teachers' Bargaining Unit Executive disbanding the Nominations and Elections Committee.
- 3.5 Where an elected position of the Teachers' Bargaining Unit Executive has not been filled because no nominations for that position were received, the Teachers' Bargaining Unit Executive may choose:
- 3.5.1 to reschedule an election for the position at a later date,
  - 3.5.2 to co-opt a member of the Teachers' Bargaining Unit who is willing to fill this position following the process in Section 4 Vacancies, or
  - 3.5.3 to leave the position vacant under extra-ordinary circumstances.

## **Section 4 – Vacancies**

### **4.1 Mid-term Executive Vacancies**

- 4.1.1 A mid-term vacancy exists whenever an elected Member dies, resigns, retires, or takes a statutory / sick leave from the Executive position, or is unable to carry out the duties of the office.
- 4.1.2 For the Presidency, the vacancy shall be filled by the First Vice-President.
- 4.1.3 For the First Vice-Presidency, the vacancy shall be filled by the Second Vice-President.
- 4.1.4 All vacancies such as those on standing committees and branch representatives shall be filled by the same body which elected the original member, in accordance with the procedures of the electing body. The appointed member shall serve for the balance of the term.
- 4.1.5 In the event that a Member of the Executive takes a statutory/sick leave and another Member assumes their position, then that replacement position will be deemed to be an “acting” position and will continue until the statutory/sick leave ends or the term of office ends, whichever occurs first.

### **4.2 Process to Fill Executive Vacancies**

- 4.2.1 The TBU Executive shall fill all other Executive vacancies by an election at the next regularly scheduled Executive meeting following the creation of the vacancy and call for nominations.
- 4.2.3 A call for nominations must be sent to the Membership at least two weeks prior to the election,
- 4.2.4 Once candidates are known, their names will be sent to members of the TBU Executive and all candidates for the position(s) at least 48 hours prior to the election.
- 4.2.5 In the event that there is only one candidate for the position, the candidate shall be acclaimed
- 4.2.6 Candidates will be allowed to make a two minute speech as per Bylaw 21, 2.4.2
- 4.2.7 The Candidate with the greatest number of votes will be declared elected.
- 4.2.8 If there is a tie vote for a position, there will be a second ballot.
- 4.2.9 If the subsequent ballot after the first tied ballot is also tied,
  - a) the candidates who were tied will be asked if they will share the position given defined terms of the sharing. Both of the candidates shall agree for this to occur.
  - b) if the position is not to be shared, the Chair shall flip a coin, with the candidate with the first alphabetical surname from the two candidates calling the toss.

### **4.3 Process to Fill Vacancy Following Immediate Past President’s Term**

- 4.3.1 Upon the conclusion of the TBU Immediate Past President’s term, the position of TBU Executive Officer shall be appointed according to Section 4.2 above. The election of the TBU Executive Officer is to take place at the June meeting of the TBU Executive.

## **Section 5 – Election Rules Committee**

- 5.1 An Election Rules Committee shall be established by the TBU Executive in a non-election year at the September meeting of the TBU Executive;
- 5.2 the TBU Executive shall select a minimum of three TBU Executive Members to form the Election Rules Committee;

- 5.3 the Election Rules Committee shall meet at least monthly;
- 5.4 the Past President or Executive Officer shall call the first meeting of the committee and facilitate the election of a Chair from amongst its Members;
- 5.5 the Election Rules Committee shall establish or modify rules for the subsequent year's elections by April 30 of the non-election year;
- 5.6 the Election Rules Committee shall report regularly to the TBU Executive for input and advice;
- 5.7 the Election Rules Committee shall submit a budget request to the TBU Budget Committee;
- 5.8 the Chair or designate shall present the rules established by the Election Rules Committee at the Annual General Meeting in a non-election year;

### **Section 6 – Positions Elected at the Executive**

- 6.1 The Chair of Nominations shall distribute to each branch, a call for applications and application forms for the position of Faculty of Education Liaison and TBU Health and Safety Officer by May 20 of an election year. The deadline for applications shall be two days prior to the June TBU Executive meeting of that election year;
- 6.2 The Chair of Nominations shall forward these names to the TBU President for presentation to the TBU Executive at the June meeting of the TBU Executive.

## **BYLAW 17 – AMENDMENTS TO BYLAWS**

Bylaws may be approved, amended or rescinded at any Teachers' Bargaining Unit General Meeting:

- 1.1 by a majority vote of the members qualified to vote, present and voting, provided that
  - 1.1.1 written notice of an appropriate motion shall have been given to the Teachers' Bargaining Unit Secretary at least four (4) weeks prior to the Teachers' Bargaining Unit General Meeting;
  - 1.1.2 such notice shall have been forwarded by the TBU Secretary to the membership three (3) weeks prior to the Teachers' Bargaining Unit General Meeting.
- 1.2 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that
  - 1.2.1 written notice of an appropriate motion shall have been given to the Teachers' Bargaining Unit Secretary at least two (2) weeks prior to the Teachers' Bargaining Unit General Meeting;
  - 1.2.2 such notice shall have been forwarded by the TBU Secretary to the membership one (1) week prior to the Teachers' Bargaining Unit General Meeting.
- 1.3 by a three quarters majority vote of the members qualified to vote, present and voting, no previous notice having been given.

## **BYLAW 18 – RULES OF ORDER**

- 1.1 All meetings of the Teachers' Bargaining Unit Executive and the Teachers' Bargaining Unit General Meeting shall be conducted in accordance with Rules of Order for Federation business as adopted at the Provincial Assembly and amended from time to time by the Provincial Assembly or the

Provincial Council, and where such rules are expressly specified as being applicable to District Organizations.

- 1.2 In the event that problems in the conduct of business arise which cannot be resolved by reference to the Rules of Order indicated in Section 1, further reference shall be made to the most recent editions of:
  - 1.2.1 Robert's Rules of Order Newly Revised followed by
  - 1.2.2 Sturgis Standard Code of Parliamentary Procedure followed by
  - 1.2.3 Bourinot's Rules of Order

## **BYLAW 19 – POLICIES**

### **Section 1**

The Policies of Teachers' Bargaining Unit shall be:

- 1.1 those of OSSTF as stated in the Provincial Handbook, and
- 1.2 those additional policies duly established by Teachers' Bargaining Unit through the Teachers' Bargaining Unit General Meeting, and
- 1.3 those additional policies duly established by Limestone District 27 through the TBU Assembly.

### **Section 2 – Ratification of New Policies**

Any policy made by the Teachers' Bargaining Unit Executive shall be subject to ratification at the next meeting of the Teachers' Bargaining Unit General Meeting.

### **Section 3 – Formation of Policy**

Policy and amendment or rescission of policy may be made in the form of appropriate motions at the Teachers' Bargaining Unit General Meeting:

- 3.1 by a majority vote of the members qualified to vote, present and voting, provided that:
  - 3.1.1 written notice of such motion shall have been given to the Teachers' Bargaining Unit Secretary at least four (4) weeks prior to the date of the Teachers' Bargaining Unit General Meeting;
  - 3.1.2 such notice shall have been forwarded to the membership three (3) weeks prior to the Teachers' Bargaining Unit General Meeting;
- 3.2 by a two-thirds majority vote of the members qualified to vote, present and voting, provided that:
  - 3.2.1 written notice of such motion shall have been given to the Teachers' Bargaining Unit Secretary at least two (2) weeks prior to the date of the Teachers' Bargaining Unit General Meeting;
  - 3.2.2 such notice shall have been forwarded to the membership one (1) week prior to the Teachers' Bargaining Unit General Meeting.
- 3.3 by a three-quarters majority vote of the members qualified to vote, present and voting, no previous notice having been given.

## **BYLAW 20 – AWARDS AND SCHOLARSHIPS**

### **Section 1 – Provincial Awards**

Refer to the Provincial OSSTF Handbook for Provincial Awards available to Districts or Bargaining Units

### **Section 2 – Teachers’ Bargaining Unit Award**

- 2.1 There is one Limestone District 27 Teachers Bargaining Unit award to be called the Wib Mayor Award.
- 2.2 The Wib Mayor Award is presented annually to a Teacher of Limestone District 27 who:
  - 2.2.1 has served on a Limestone District 27 Teachers’ Bargaining Unit committee and/or a Limestone District 27 committee and/or a provincial committee over more than one school year;
  - 2.2.2 has distinguished himself/herself in his/her subject field at both a school and District level;
  - 2.2.3 has contributed to the professional development of teachers in his/her subject field or a related area through committee participation or a leadership role within the school and at the District level.

### **Section 3 – Process for the TBU Award**

- 3.1 Nomination forms will be distributed to the membership by the end of March.
- 3.2 An ad-hoc Award Committee will be established to review the nominations and make a recommendation to the TBU Executive. The President will invite TBU Executive Members to be part of the committee by the March TBU Executive meeting.
- 3.3 At the April meeting, the TBU Executive will approve the recipient of the Wib Mayor Award based on the recommendation of the Award Committee. This approval will normally take place at the April meeting.

## **BYLAW 21 – SELECTION OF DELEGATES TO AMPA**

### **Section 1 – TBU Selects Delegates to AMPA**

- 1.1 The Teachers’ Bargaining Unit Executive shall select delegates to AMPA. The number of delegates for Limestone District 27 Teachers’ Bargaining Unit are determined by the General Secretary of OSSTF.

### **Section 2 – Selection Process**

- 2.1 The selection of delegates will normally be done before the District Executive has selected the alternates to AMPA.
- 2.2 The President, Chief Negotiator, District President (if the District President is a Teacher), First Vice President and Occasional Teachers’ Branch President shall be automatically selected as delegates. If either the President or First Vice President cannot attend AMPA, the Second Vice President will go in his/her place. If any two of the President, First Vice President or Second Vice President cannot attend, the position will be filled by a substitute, as described below. If the Occasional Teachers’ Branch President cannot attend AMPA, the Occasional Teachers' Branch will select a

replacement at an Occasional Teachers' Branch meeting. In the event that there is no available Occasional Teacher representative able to attend, then the position will be filled by a substitute, as described below.

## **2.3 Applications**

- 2.3.1 Applications for the position of delegate will be requested from the Teachers' Bargaining Unit Executive. This request will normally take place by October 31.
- 2.3.2 Applicants will complete a Delegate Application Form to be submitted on the day previous to the TBU Executive meeting when selection takes place. The selection will normally be held at the TBU Executive meeting in November. The names of the applicants will be made available to Members of the TBU Executive prior to the meeting.

## **2.4 Selection Process and Voting**

- 2.4.1 When there are the same number of applicants or fewer than delegate positions allocated to Limestone District 27 Teachers' Bargaining Unit, then the applicants will be declared as delegates.
  - 2.4.2 When there are more applicants than delegate positions allocated to Limestone District 27 Teachers' Bargaining Unit, the process to be followed is:
  - 2.4.3 Copies of the submitted applications will be distributed to the voting Members of the Executive.
  - 2.4.4 Each applicant will be given two minutes to speak to his/her application at the TBU Executive meeting when the selection is taking place. The applicant may have another member speak on their behalf.
  - 2.4.5 There will be a secret ballot of the voting Members of the TBU Executive for the number of delegates to the unassigned positions.
  - 2.4.6 The applicants will be selected based on the most number of votes. For example, if there are two delegate positions, the two applicants with the greatest number of votes will be selected as the delegates.
  - 2.4.7 A list of substitutes will be created from the results of the ballot. The order of the list will be related to the number of votes received. The member with the highest number of votes, after the selected delegates, will be first on the list. If there is a tie the order will be determined by drawing by lots.
  - 2.4.8 In the event that a delegate cannot attend AMPA, the President will invite the substitutes in the order of the list to attend.
- 2.5 In the event that there are fewer applicants than positions allocated to Limestone District 27 Teachers' Bargaining Unit, the process will re-commence with section 2.3 and will include the general TBU membership in the request.
  - 2.6 Following the selection of the delegates, the ballots and applications will be destroyed.
  - 2.7 Any Teacher who has applied unsuccessfully to be a delegate may be considered for a position of alternate provided that he/she follows the process outlined in Bylaw 19 of the District Constitution.
  - 2.8 A Teacher may be on the substitute list for alternate or hold the position of alternate and be on the substitute list for a delegate position.

## **BYLAW 22 – ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

The Anti-Harassment Policy is the responsibility of the District Executive. Refer to the OSSTF Limestone District 27 Constitution.

## **BYLAW 23 – ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE**

The Anti-Harassment Policy is the responsibility of the District Executive. Refer to the OSSTF Limestone District 27 Constitution.