

**CONSTITUTION & BYLAWS**  
of the  
**OCCASIONAL TEACHER BARGAINING UNIT**

O.S.S.T.F.  
District 20 Halton

(revised April, 2009)

HOT

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# CONSTITUTION

## ARTICLE 1 – Definitions

1.1 In this Constitution:

1.1.1 “Bargaining Unit” shall be used to designate the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.

1.1.2 “Bylaws” shall mean the standing rules governing the membership of this Bargaining Unit made under this constitution on matters of internal regulation and matters which are entirely within control of this Bargaining Unit.

1.1.3 “Constitution” shall mean a system of fundamental principles by which this Bargaining unit is governed, and includes a basic organization of this Bargaining Unit.

1.1.4 “District” shall mean a District organization of District 20, Halton, OSSTF.

1.1.5 “General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.

1.1.6 “Member” shall mean an active member (in good standing) of the OSSTF Bargaining Unit.

1.1.7 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.

1.1.8 “Policy” shall mean a stand or position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of this Bargaining Unit.

1.1.9 “Procedures” shall mean detailed rules established by the Bargaining Unit Council to govern the “day-to-day” operation of the Bargaining Unit which are consistent with constitution, Bylaws, and policy.

## **ARTICLE 2 – Name and Authority**

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 20, Occasional Teachers' Bargaining Unit. Also known as Halton Occasional Teachers, HOT D20.
- 2.2 Any part of the Bargaining Unit Constitution, Bylaws, Policies, and/or Procedures which are in contravention to the OSSTF/District/Division Constitution, Bylaws, Policies and/or Procedures are null and void.

## **ARTICLE 3 – Objects & Ethics**

- 3.1 The objects of the District 20 Occasional Teachers' Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF. (see OSSTF handbook)
- 3.2 The ethics of the District 20 Occasional Teachers' Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF. (see OSSTF handbook)

## **ARTICLE 4 - Membership**

- 4.1 Members shall be Occasional Teachers who are members of OSSTF and are employed by the Halton District School Board in its secondary schools.

## **ARTICLE 5 – Dues & Levies**

- 5.1 Members shall pay annual dues as prescribed in the Bylaws of OSSTF.
- 5.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by the Annual General Meeting of this Bargaining Unit.

## **ARTICLE 6 – Organization**

- 6.1 Bargaining Unit Executive
  - 6.1.2 There shall be an Executive consisting of the following voting members
  - 6.1.3 Immediate Past President
  - 6.1.4 President
  - 6.1.5 Vice President
  - 6.1.6 Secretary
  - 6.1.7 Treasurer
  - 6.1.8 Chief Negotiator
  - 6.1.9 One Executive Officer, if there is no Immediate Past President
  - 6.1.10 Grievance Officer

## **ARTICLE 7 – Meetings**

- 7.1 The frequency of Executive Meetings shall be established in the Bylaws.
- 7.2 There shall be an Annual General Meeting.
- 7.3 Special General Meetings may be convened in accordance with the Bylaws.

## **ARTICLE 8 – Collective Bargaining**

- 8.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the Bylaws.
  - 8.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

## **ARTICLE 9 – Standing Committees**

- 9.1 There shall be Bargaining Unit Committees as designated in the Bylaws.
  - 9.1.1 Each Bargaining Unit Committee shall be responsible to the Bargaining Unit Executive through the Chair of the Committee.

## **ARTICLE 10 – Amendments**

- 10.1 Amendments to this Constitution may be made at a general meeting according to the Bylaws.

# **BYLAWS**

## **Bylaw 1 – General Meetings**

- 1.1. Notice of the date of the Annual General Meeting shall be given to members by the Bargaining Unit President or designate in writing at least thirty (30) calendar days prior to the date of the meeting.
- 1.2 Special General Meetings may be held at the call of the Bargaining Unit President.
- 1.3 The Bargaining Unit President shall call a General Meeting when ten (10) Members or more make such a request in writing to the President.
- 1.4 Notice of special General Meetings shall be given to the members in writing at least (3) working days prior to the meeting.

## **Bylaw 2 – Executive and Meetings**

- 2.1 The Bargaining Unit Executive shall meet a minimum of six times during the school year at the call of the President.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when three (3) or more members of the Executive make such a request in writing to the President.

## **Bylaw 3 – Quorum**

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the total voting members of the Executive.
- 3.2 A quorum for General Meetings shall be those Members present and voting.

## **Bylaw 4 – Voting**

- 4.1 Any Member of the Bargaining Unit may attend, speak and vote at the Annual General Meeting and at any special General Meeting duly convened.
- 4.2.1 Any Member of the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer.
- 4.2.2 Such vote shall be by secret ballot.

## **Bylaw 5 – Elections**

- 5.1 Only Members of the Bargaining Unit may be candidates for office.
- 5.2 Elections for Bargaining Unit Executive shall be by secret ballot at the Annual General Meeting.
- 5.3 There shall be an elections committee appointed by the Bargaining Unit Executive to bring forward a list of candidates for election to the Bargaining Unit Executive at the Annual General Meeting.
- 5.4 Candidates who wish their names to appear on the ballot may indicate their intention to Run for office by submitting their name, supported by two other Members' signatures, at least ten calendar days prior to the election.
- 5.5 Any member of the Bargaining Unit may be nominated "from the floor" supported by two other Members as the mover and seconder of the motion to nominate.

- 5.6 Elections for the Bargaining Unit Executive shall be in the order listed in Article 6.1 of the Constitution.
- 5.7 To be elected to the Bargaining Unit Executive, candidates must receive a majority of the ballots cast by those Members present and voting. If there is no majority, the person with the fewest votes must withdraw and a further ballot must be held. The procedure continues until there is a majority vote.
- 5.8 Defeated candidates shall be considered for other offices remaining for election if they choose.
- 5.9 The term of office of the Bargaining Unit Executive shall be for one year, from July 1 to June 30.

#### **Bylaw 6 – Duties of Members**

- 6.1 It shall be the duty of every member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in OSSTF Provincial Bylaw 5.2 Duties of Members.

#### **Bylaw 7 – Duties of the Bargaining Unit Executive**

- 7.1 It is the duty of the Bargaining Unit Executive to
  - 7.1.1 manage the affairs of the Bargaining Unit between General Meetings.
  - 7.1.2 propose a bargaining unit budget for approval at the Annual General Meeting.
  - 7.1.3 for each school year to appoint a designate and a alternate when necessary for the Bargaining Unit President at meetings of the T/OT Sector Council.

#### **Bylaw 8 – Duties of Bargaining Unit Executive Members**

- 8.1 **The duties of the President shall be to:**
  - 8.1.1 assume the role of chief Executive Officer for the Collective Agreement.
  - 8.1.2 call and preside over all Bargaining Unit Executive and General Meetings.
  - 8.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.
  - 8.1.4 be an ex-officio member of all Bargaining Unit committees.

- 8.1.5 attend all District 20 Executive Council Meetings or ensure that a member of the Bargaining Unit attends in his/her place.
  - 8.1.6 report to the Bargaining Unit Executive and members the activities and concerns of the District.
  - 8.1.7 report to the members at the Annual General Meeting.
  - 8.1.8 be a member of the Collective Bargaining Committee and the Table Team.
  - 8.1.9 represent all Members fairly.
  - 8.1.10 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
  - 8.1.10 to represent the Bargaining Unit at all meetings of the T/OT Sector Council and to report back to the bargaining unit.
- 8.2 The duties of the Vice-President shall be to:**
- 8.2.1 perform the duties of the President in the President's absence.
  - 8.2.2 carry out duties as may be assigned by the President.
- 8.3 The duties of the Secretary shall be to:**
- 8.3.1 keep a record of the minutes of all General Meetings and Executive.
  - 8.3.2 present the minutes at the next appropriate meeting for approval.
- 8.4 The duties of the Treasurer shall be:**
- 8.4.1 keep an accurate account of the finances of the Bargaining Unit.
  - 8.4.2 report regularly to the Bargaining Unit Executive regarding the status of the finances of the Bargaining Unit.
  - 8.4.3 report to the Annual General Meeting on the status of the finances of the Bargaining Unit.
  - 8.4.4. on behalf of the Bargaining Unit Executive, to present a proposed budget to the Annual General Meeting for approval.

**8.5 The duties of the Past President and/or Executive Officer shall be to:**

8.5.1 carry out duties as determined by the president and the Executive.

8.5.2 to chair the nominating committee

**Bylaw 9 – Duties of General Meeting**

9.1 A General Meeting of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:

9.1.1 election procedures for Bargaining Unit Officers.

9.1.2 the time, place, date and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.

9.1.3 the formation of internal organizations and procedures.

9.1.4 the establishment, amendment or rescission of Bargaining Unit policy.

9.1.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of members or the conduct of the business of the Bargaining Unit.

**Bylaw 10 – Amendments**

10.1 amendments to the Constitution and Bylaws may be made at a General Meeting of the Bargaining Unit.

10.2 amendments to the Constitution may be made by a two thirds majority vote of the members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.

10.2.1 where such notice has not been given, amendments may be made by an eight-tenths majority vote of the members present, qualified to vote and voting. (80%)

10.3 amendments to the Bylaws may be made by a simple majority vote of the members present, qualified to vote and voting provided that notice of the proposed amendment has given to the membership in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.

10.3.1 Where such notice has not been given, amendments may be made by a two-thirds majority vote of the members present, qualified to vote and voting. (66 2/3%)

- 10.4 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at the next General Meeting by a simple majority vote of the members present, qualified to vote and voting.

### **Bylaw 11 – Vacancy**

- 11.1 If a vacancy occurs in the Bargaining Unit Executive position, except the Presidency, the Immediate Past President shall solicit nominations and recommend nominations to the Executive.
- 11.2 Where no nominations are forthcoming, a General Meeting shall appoint a Member to fill the vacancy.
- 11.3 Where the vacancy occurs in the Presidency, one of the Vice-Presidents shall assume, by election of the Executive, the position for the remainder of the term of office.
- 11.3 The position of Immediate Past President shall remain vacant unless the Immediately previous President assumes the position.

### **Bylaw 12 – Finances**

- 12.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 12.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the Budget as approved by the Annual General Meeting.
- 12.3 Cheques drawn on the Bargaining Unit account shall require two signatories.
- 12.4 One of the signatories must be the Treasurer with the other being either the President or a Vice-President as designated by the Bargaining Unit Executive.
- 12.4 Expenses incurred on behalf of the Bargaining Unit shall be paid if they are submitted on OSSTF Bargaining Unit expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

### **Bylaw 13 – Collective Bargaining**

- 13.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of five (5) members elected at the Annual General Meeting, including the President and Chief Negotiator.
- 13.2 The Bargaining Unit Executive shall appoint representatives to fill any vacancies.

**13.3 The duties of the Collective Bargaining Committee shall be to:**

- 13.3.1 represent the membership of the Bargaining Unit in negotiations for a Collective Agreement with the Halton District School Board.
- 13.3.2 solicit input from the membership of the Bargaining Unit in preparing a negotiating brief.
- 13.3.3 seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
- 13.3.4 communicate with the members on the progress of negotiations.
- 13.3.5 be accountable to the Bargaining Unit Executive.

**Bylaw 14 – Grievance Officer**

- 14.1 The Grievance Officer shall be responsible for all grievances.
- 14.2 The Grievance Officer shall be elected at the Annual General Meeting.
- 14.3 The Grievance Officer shall be a member of the Negotiating Team.
- 14.4 The Grievance Officer shall work on contract maintenance with the Chief Negotiator.
- 14.5 The Grievance Officer shall be a member of the Staff Relations Committee.
- 14.6 The Grievance Officer shall maintain members' rights according to the Collective Agreement.

**Bylaw 15 – Grievance (Appeals) Committee**

- 15.1 The Grievance Committee shall consist of three members, including a Vice-President.