

Article 1 - Definitions

- 1.1 In this Constitution and By-Laws:
- 1.1.1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
 - 1.1.2 "District" shall mean District 25 of the OSSTF.
 - 1.1.3 "Unit" shall mean the Occasional Teachers' Unit of the OSSTF, District 25.
 - 1.1.4 "Member" shall mean an active member in good standing.
 - 1.1.5 "Constitution" shall mean this Constitution being a system of fundamental principles according to which OSSTF, District 25, Occasional Teachers' Unit is governed.
 - 1.1.6 "By-Laws" shall mean standing rules governing the membership of the OSSTF, made under this Constitution on matters of internal regulation and matters which are entirely within the control of OSSTF, District 25, Occasional Teachers' Unit.
 - 1.1.7 "Policy" shall mean a stand or position taken by the OSSTF, District 25, Occasional Teachers' Unit, in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of OSSTF District 25, Occasional Teachers' Unit.
 - 1.1.8 "Occasional teacher" shall mean a teacher defined as such by the Education Act of Ontario.
 - 1.1.9 "Workplace" shall mean any location where an Active Member of District 25, Occasional Teachers' Unit is employed.

Article 2- Name and Membership

- 2.1 The name shall be Ontario Secondary School Teachers' Federation, District 25, Occasional Teachers' Unit.
- 2.2 Membership shall consist of all active members of the Unit in good standing who are employed by the Ottawa-Carleton District School Board in its secondary schools as occasional teachers.

Article 3 - Objects

- 3.1 The objects of this organization shall be:
 - 3.1.1 To uphold and maintain the objects of the Ontario Secondary School Teachers' Federation, and those of the Ontario Secondary School Teachers' Federation, District 25, as described in their respective Constitutions.
 - 3.1.2 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the Ottawa-Carleton District School Board.
 - 3.1.3 To establish By-Laws and policies governing its members, which shall not contravene those established by the Ontario Secondary School Teachers' Federation, or by the Ontario Secondary School Teachers' Federation, District 25, except as specifically may be required by the unique nature of this organization.

Article 4 - Dues

- 4.1 The amount of the annual dues shall be prescribed in the By-Laws of Provincial OSSTF and the local levies shall be prescribed in the By-Laws of the OSSTF District #25 Occasional Teachers Bargaining Unit.

Article 5 - Organization

- 5.1 District 25, Occasional Teachers' Unit shall operate as a Unit within the boundaries determined by the OSSTF.
- 5.2 Executive
 - There shall be a Unit Executive consisting of the following voting members:
 - a) President

- b) Chief Negotiator
- c) Vice-President - Educational Services
- d) Vice-President - Political Action
- e) Treasurer
- f) Constitution Officer/ Secretary
- g) Communications Officer
- h) Equity Officer
- i) Health and Safety Officer
- j) Past President

5.3 Standing Committees

5.3.1 There shall be Standing Committees

5.3.2 The Standing Committees shall be as stated in the By-Laws

Article 6 - By-Laws

6.1 The Unit may pass By-Laws not inconsistent with the Constitution or existing By-Laws concerning the proper conduct and management of its business.

Article 7 - Amendments

7.1 Amendments to this Constitution may be proposed at the Unit Annual General Meeting following due notice of motion.

7.1.1 The Annual General Meeting shall be held as specified in By-Law 6.2.1.

7.2 Due notice of motion shall be given when:

7.2.1 The Unit Secretary receives written notice of the proposed amendment at least fourteen (14) days prior to the meeting; and

7.2.2 The membership has been informed in writing seven (7) days prior to the date of the Unit Annual General Meeting.

7.3 A Constitutional amendment requires support of two-thirds (2/3) of the membership present, qualified to vote, and voting.

7.4 Amendments made to this Constitution shall be made consistent with this Constitution and the Constitution of the OSSTF

BY-LAWS

By-Law 1- Unit Federation Year

1.1 For fiscal matters, the Federation Year shall be from July 1 to the following June 30.

By-Law 2 - Duties

- 2.1 The Unit Executive shall:
 - 2.1.1 administer the business of the Unit between annual meetings;
 - 2.1.2 (a) establish interim policy for the Unit - interim policy so established, to become permanent, must be confirmed at the annual meeting each year;
(b) approve an interim budget for the Unit - interim budget so established must be approved at the annual meeting each year;
 - 2.1.3 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;
 - 2.1.4 communicate regularly to Unit members regarding the management of Unit business;
 - 2.1.5 oversee the operation of the Standing Committees.

- 2.2 President
 - 2.2.1. The President shall:
 - 2.2.1.1 be the presiding officer, signing officer and the official representative of the Unit;
 - 2.2.1.2 call Unit Executive meetings, the Annual General meeting, and other General meetings of the Unit, as required;
 - 2.2.1.3 serve as the Bargaining Unit's Provincial Councillor;
 - 2.2.1.4 serve as a grievance officer for the Bargaining Unit;
 - 2.2.1.5 represent the Unit at the Annual Meeting of the Provincial Assembly, and District Assembly;
 - 2.2.1.6 represent the Unit on the District Executive Council of OSSTF District 25;
 - 2.2.1.7 represent the Unit at District Committee meetings as may be required;
 - 2.2.1.8 liaise regularly with the Presidents of OSSTF District 25 and its other Units;
 - 2.2.1.9 submit a report each year to the Annual General Meeting; and
 - 2.2.1.10 receive, answer and compose correspondence on behalf of the Unit.

- 2.3 Chief Negotiator
 - 2.3.1 The Chief Negotiator shall:
 - 2.3.1.1 be the Unit Executive's liaison to the Collective Bargaining Committee and act as its chair;
 - 2.3.1.2 be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating Brief, and presenting same for approval to the Unit Executive;
 - 2.3.1.3 present the terms of settlement of a collective agreement with the Ottawa-Carleton District School Board to the membership for information and ratification;
 - 2.3.1.4 represent the Unit at meetings of the District Negotiations Advisory Committee, and regional Collective Bargaining Committee meetings,
 - 2.3.1.5 serve as a Unit Grievance Officer; and
 - 2.3.1.6 carry out duties as may be delegated by the President.

- 2.4 Vice-President - Educational Services
 - 2.4.1 This Vice-President shall:
 - 2.4.1.1 perform duties of the President in his/her absence; and
 - 2.4.1.2 be the Unit's Educational Services Officer and Executive's liaison to the Educational Services Committee; and
 - 2.4.1.3 carry out duties as may be delegated by the President.

- 2.5 Vice-President - Political Action
 - 2.5.1 This Vice-President shall:
 - 2.5.1.1 perform duties of the President in his/her absence;

2.5.1.2 be the Unit's Political Action Officer and Executive's liaison to the Political Action Committee;
and

2.5.1.3 carry out duties as may be delegated by the President.

2.6 Treasurer

2.6.1 The Treasurer shall:

2.6.1.1 be a signing officer for the unit;

2.6.1.2 keep accurate accounts of the unit business and report to each Unit Executive meeting the status of the Unit finances;

2.6.1.3 represent the Unit at District Finance Meetings;

2.6.1.4 present a detailed financial report for the preceding fiscal year at the Unit's Annual General Meeting;

2.6.1.5 present the Annual Budget to the Unit membership for approval; and

2.6.1.6 carry out duties as may be delegated by the President.

2.7 Constitution Officer / Secretary

2.7.1 The Constitution Officer/ Secretary shall:

2.7.1.1 record and arrange for the keeping of records and minutes of Unit Executive Meetings, the Unit's Annual General Meetings, and all other General Meetings of the Unit;

2.7.1.2 oversee the democratic procedures at meetings, and ensure that Unit business does not contravene the Constitution and Bylaws of the Unit, or OSSTF; and

2.7.1.3 carry out duties as may be delegated by the President.

2.8 Communications Officer

2.8.1 The Communications Officer shall:

2.8.1.1 be the Unit Executive's liaison to the Communications and Excellence in Education Committee;

2.8.1.2 ensure that the membership is kept informed through regular publication of news and information;

2.8.1.3 represent the Unit on the District Communications Committee; and

2.8.1.4 carry out duties as may be delegated by the President.

2.9 Equity Officer

2.9.1 The Equity Officer shall:

2.9.1.1 promote policy, events and resources which fosters the dignity of all persons;

2.9.1.2 represent the Unit at the District Human Rights/Status of Women's Committee meeting; and

2.9.1.3 carry out duties as may be delegated by the Unit President.

2.10 Health and Safety Officer

2.10.1 The Health and Safety Officer shall:

2.10.1.1 be the Unit's representative on the Joint Health and Safety Committee; and

2.10.1.2 carry out duties as may be delegated by the Unit President.

2.11 Past President

2.11.1 The Past President, as the immediate predecessor in the role of the Unit President, shall:

2.11.1.1 provide guidance and communication on the outstanding grievances, policy and concerns to the incoming Executive; and

2.11.1.2 Carry out duties as may be delegated by the Unit President.

By-Law 3- Dues and Levy

- 3.1 The annual dues for every member shall be as provided in the Constitution and By-Laws of Provincial OSSTF and OSSTF District #25.
- 3.2 The method of payment of dues shall be as prescribed in the Collective Agreement made between the Bargaining Unit and the employer.
- 3.3 The Bargaining Unit shall be empowered to collect from each of its members a local levy for the support and operation of the Bargaining Unit as approved at the Annual General Meeting of the Membership.
- 3.4 Approval of the Bargaining Unit Budget shall result in approval of the required Bargaining Unit levies.

By-Law 4 - Remuneration

- 4.1 The Occasional Teachers Bargaining Unit shall have the equivalent of 1.0 FTE release for Executive Officers. This shall be divided between the President and Chief Negotiator or another Executive member, at the discretion of the Executive.
- 4.2 The Executive shall determine the President's and/or alternate's remuneration, provided sufficient funding is available in the current approved budget, the total to not exceed the maximum placement on the LTO grid concurrently used by the OCDSB.
- 4.3 At the discretion of the president, additional Executive or Committee members may be released or receive federation leave, provided sufficient funding is available in the current approved budget. This leave will be reported regularly at Executive meetings.
- 4.4 Additional Executive or Committee members shall be compensated at the casual Occasional Teacher's per diem specified in the Unit's current collective agreement.

By-Law 5 - Representation at Meetings of OSSTF, District 25

- 5.1 The President or designated alternate shall represent the Unit at meetings of the District Executive Council of OSSTF, District 25.
- 5.2 The Treasurer or President shall represent the Unit at Finance Committee Meetings of OSSTF, District 25.
- 5.3 The Chief Negotiator or President shall represent the Unit at the District Negotiations Advisory Committee Meetings of OSSTF, District 25.
- 5.4 The President and a minimum of two (2) other members of the Unit shall be voting delegates at the annual meeting of the District Assembly.
- 5.5 Every member of the Unit shall be eligible to vote at Annual and General Meetings.

By-Law 6- Unit Meetings

- 6.1 Unit Executive
 - 6.1.1 The Unit Executive shall meet at the call of the President or at the request of two (2) members of the Unit Executive.
 - 6.1.2 A quorum shall be not less than one half the current voting members of the Unit Executive.
 - 6.1.3 The Unit Executive shall meet at least five (5) times per year.
 - 6.1.4 An executive member who misses three (3) consecutive Executive Meetings during one (1) fiscal year without valid reason is considered to have resigned his/her position; and the vacancy will be filled in accordance with By-Law 12.3.1.
 - 6.1.5 The Unit President is an ex-officio member of all Unit committees
- 6.2 Annual and General Meetings

- 6.2.1 An annual meeting of all Unit members shall be held during the period September to June at the call of the President with twenty-one (21) days prior notice being served.
- 6.2.2 The Annual Meeting shall elect the officers of the Unit Executive and discuss other relevant matters, as determined by the membership.
- 6.2.3 A general meeting of all Unit members may be held during the period September to June at the call of the President with at least seven (7) days prior notice being served.
- 6.2.4 A general meeting of all Unit members shall be constituted by the President during the period September to June, if requested by at least fifteen (15) members of the Unit, provided fourteen (14) days prior notice is served. Such a request is to be in written form stating the reason(s) for the request.
- 6.2.5 A quorum for all Unit meetings, including the Annual Meeting, shall consist of those members present, qualified to vote, and voting.
- 6.2.6 The Bargaining Unit shall have in place an anti-harassment policy and procedure for all meetings and functions of the Bargaining Unit.
 - 6.2.6.1 The anti-harassment policy and procedure shall be approved by the Bargaining Unit Executive.

By-Law 7 - Committees

7.1 Selection of Committee Members

- 7.1.1 All members (in good standing) are invited to submit their names if they are interested in becoming a member of any committee.
- 7.1.2 In appointing committee members, consideration shall be given to experience and abilities of the applicants, and will be representative of the membership.
- 7.1.3 Applications to committees must be submitted to the President for approval by the Bargaining Unit Executive.

7.2 Duties of Committee Chairperson

- 7.2.1 Each committee chairperson shall:
 - 7.2.2 be responsible for ensuring that the proceedings of meetings are documented, and that such minutes are forwarded to the Bargaining Unit President within one (1) week of the meeting for circulation to the Executive and committee members.
 - 7.2.3 prepare a budget (where applicable) for submission to the President and ensure that all expenditures made in relationship to the committee are in accordance with the budget.
 - 7.2.4 be responsible for presenting Policy recommendations of his/her committee to the Bargaining Unit Executive.
 - 7.2.5 report quarterly, or as required by the President, to the Bargaining Unit Executive and/or Council.
 - 7.2.6 prepare and submit articles for inclusion in the bargaining unit newsletter.

By-Law 8 - Collective Bargaining Committee

8.1 Membership

- 8.1.1 Voting Members
 - 8.1.2 The Unit's Collective Bargaining Committee shall consist of the following voting members:
 - 8.1.2.1 the chairperson, who is the Chief Negotiator
 - 8.1.2.2 up to nine (9) other members, chosen by the executive, one of whom shall act as Recording Secretary of the Collective Bargaining Committee; and
 - 8.1.2.3 may include up to two (2) additional representatives or agents of OSSTF.

8.2 Quorum

8.2.1 A quorum of the committee shall consist of not less than one half of the current members present and voting.

8.3 Duties

8.3.1 The Collective Bargaining Committee shall:

- 8.3.1.1 solicit input from members and the Unit Executive,
- 8.3.1.2 prepare the negotiating brief,
- 8.3.1.3 carry out negotiations with the Ottawa-Carleton District School Board,
- 8.3.1.4 distribute information on negotiations to members,
- 8.3.1.5 arrange for information and ratification meetings,
- 8.3.1.6 determine negotiating strategy, and
- 8.3.1.7 devote itself to generally all matters pertinent to collective bargaining on behalf of the Bargaining Unit.

8.4 Unit Executive Approval of the Negotiating Brief

8.4.1 Final approval of the Unit's negotiating brief shall reside with the Unit Executive.

8.5 Terms of Reference

8.5.1 It shall be the responsibility of the Collective Bargaining Committee to establish and maintain any additional terms of reference subject to the approval of the Unit Executive.

By-Law 9- Political Action Committee

9.1 Membership

9.1.1 Voting Members

9.1.2 The Unit's Political Action Committee shall consist of the following voting members:

- 9.1.2.1 the chairperson, as elected by the members of the committee,
- 9.1.2.2 the executive liaison officer, and
- 9.1.2.3 up to five (5) other members, chosen by the executive, and one of whom shall act as the committee's recording secretary.

9.2 Quorum

9.2.1 A quorum of the committee shall consist of not less than one half of the current voting members.

9.3 Terms of Reference

9.3.1 The Political Action Committee shall:

- 9.3.1.1 access information,
- 9.3.1.2 foster an awareness among Unit members of political issues facing them:
- 9.3.1.3 promote activities designed to inform teachers/occasional teachers, students, parents and the general community with respect to Federation views, policies, and programs designed to protect and enhance public education.

9.4 Meetings

9.4.1 Meetings shall be at the call of the of the unit executive liaison officer, or committee chair.

By-Law 10 - Educational Services Committee

10.1 Membership

10.1.1 Voting Members

10.1.2 The Unit's Educational Services Committee shall consist of the following voting members:

- 10.1.2.1 the chairperson, as elected by the members of the committee
- 10.1.2.2 the executive liaison officer, and
- 10.1.2.3 up to five (5) other members, chosen by the executive, and one of whom shall act as the committee's recording secretary.

10.2 Quorum

- 10.2.1 A quorum of the committee shall consist of not less than one half of the current voting members.

10.3 Terms of Reference

- 10.3.1 The Educational Services Committee shall:
 - 10.3.1.1 Access information,
 - 10.3.1.2 formulate and present recommendations to the Unit's executive on matters pertaining to professional development for secondary occasional teachers.
 - 10.3.1.3 develop and schedule professional development activities during the Federation year.

10.4 Meetings

- 10.4.1 Meetings shall be at the call of the unit executive liaison officer, or committee chair.

By-Law 11- Communications and Excellence in Education Committee

11.1 Membership

- 11.1.1 Voting Members
- 11.1.2 The Unit's Communications and Excellence in Education Committee shall consist of the following voting members:
 - 11.1.2.1 the chairperson, as elected by the members of the committee
 - 11.1.2.2 the executive liaison officer, and
 - 11.1.2.3 up to five (5) other members, chosen by the executive, and one of whom shall act as the committee's recording secretary.

11.2 Quorum

- 11.2.1 A quorum of the committee shall consist of not less than one half of the current voting members.

11.3 Terms of Reference

- 11.3.1 The Communications and Excellence in Education Committee shall:
 - 11.3.1.1 access information;
 - 11.3.1.2 formulate and present recommendations to the Unit's executive on matters pertaining to communications and excellence in education;
 - 11.3.1.3 develop, implement, maintain, and distribute the Unit's various communication resources (these include a Member's Handbook, Newsletter, and the Bargaining Unit's web page).

11.4 Meetings

- 11.4.1 Meetings shall be at the call of the of the unit executive liaison officer, or committee chair.

By-Law 12 - Elections

12.1 Offices

- 12.1.1 Election to the offices on the Unit Executive shall take place at the Annual General Meeting of the Unit. For the purposes of election to the Executive, a "one person - one position" policy will

stand. Candidates may submit multiple nominations, but if elected, may accept only one Executive office.

12.1.2 Elections of Unit officers shall take place in the following order:

- (1) President
- (2) Chief Negotiator
- (3) Vice-President- Educational Services
- (4) Vice-President- Political Action
- (5) Constitution Officer/ Secretary
- (6) Treasurer
- (7) Communications Officer
- (8) Equity Officer
- (9) Health and Safety Officer

12.1.3 All candidates shall be given an opportunity to address the Annual General Meeting;

- for five (5) minutes in the case of President and Chief Negotiator;
- for three (3) minutes in the case of candidates for all other offices;
- candidate speaking order to be determined by drawing lots for each election.

12.1.4 The presiding officer shall allow a question and answer session after the candidate speeches and before the election for President.

12.2 Terms of Office

12.2.1 The Unit President shall normally be elected for a two-year term by a majority vote of the members at the Annual General Meeting who are present and voting, such election to take place in every odd-numbered year.

12.2.2 The Chief Negotiator shall normally be elected for a two-year term by a majority vote of the members at the Annual General Meeting who are present and voting, such election to take place in every even-numbered year.

12.2.3 With the exception of the Past President, all other members of the Unit Executive are normally elected for a one-year term by a majority vote of the members at the Annual General Meeting who are present and voting.

12.2.4 The terms of office for the Unit Officers run from July 1st to June 30th, effective July 31st, 2017.

12.3 Vacancies

12.3.1 Vacancies which occur on the Unit Executive during the term of office shall be filled by appointment by the Unit Executive until the expiry of the term of office for such positions.

12.4 Nominations

12.4.1 Written nominations for Unit Executive offices shall be submitted to the Returning Officer at least two (2) weeks prior to the Annual Meeting. The names of the on-time nominees and the position sought shall be available to the membership at least seven(7) days prior to the Annual General Meeting. For a nomination to be valid, the candidate must be an active member of the Bargaining Unit as defined in the By-laws of OSSTF.

12.4.2 Nominations shall be accepted from the floor, only in the absence of on-time nominations.

12.4.3 Elections shall be conducted by the Returning Officer as appointed by the Unit Executive.

12.4.4 Each candidate shall be allowed to name a scrutineer to observe the counting of ballots.

12.4.5 All elections shall be conducted by secret ballot.

12.5 Balloting

- 12.5.1 Balloting for Unit Executive positions shall be carried out by the Returning Officer.
- 12.5.2 Election shall be by majority vote of those present, qualified to vote, and voting. Among several candidates for any one position, the candidate receiving the highest number of votes shall be declared elected.

By-Law 13- Grievances/Grievance Appeals Committee

- 13.1 The Grievance Officer shall be responsible for all grievances.
- 13.2 A Grievance Appeals Committee shall consist of three (3) members of the Bargaining Unit Executive other than the Grievance Officer.
- 13.3 The decision of the Grievance Appeals Committee shall be final.

By-Law 14- General

- 14.1 Notwithstanding By-Laws 2.2.1.3 and 2.2.1.4, the duties of the Bargaining Unit Executive shall include the requirement to call for nominations from the membership at large for delegates to attend the Annual Meetings of the Provincial and District Assembly.
- 14.2 Notwithstanding By-Laws 2.2.1.3 and 2.2.1.4, the Occasional Teacher Executive shall be canvassed and given first consideration to attend the Annual Meetings of the Provincial and District Assembly. Any additional delegate/alternate vacancies shall be filled by random selection of bargaining unit members nominated to attend.
- 14.3 Members of the Bargaining Unit Executive and Committees may be reimbursed for reasonable expenses incurred during the performance of duties for the Unit.

By-Law 15 - Amendments

- 15.1 Amendments to these Bylaws shall be made consistent with the Constitution and By-laws of OSSTF and with the Constitution and By-laws of OSSTF, District 25..
- 15.2 Amendments to these By-laws may be proposed at the Unit's Annual General Meeting following due notice of motion.
 - 15.2.1 Due notice of motion shall be given:
 - 15.2.1.1 when the Unit Secretary receives written notice of the proposed amendment at least fourteen (14) days prior to the Unit Annual General Meeting; and
 - 15.2.1.2 when the membership has been informed in writing seven (7) days prior to the date of the Unit Annual General Meeting.
- 15.3 Amendments to these By-laws shall require:
 - 15.3.1 the support of the majority of the membership present at the Annual General Meeting of the Unit, due notice of motion having been given; or
 - 15.3.2 the support of three-quarters (3/4) of the membership present at the Annual General Meeting of the Unit, due notice of motion not having been given.

By-Law 16 - Budget

- 16.1 The Budget shall be drafted by the Treasurer for submission to the members at the Annual General Meeting of the Membership. The budget, as approved by the membership, shall dictate how funds will be expended, and the revenue that must be obtained in order to operate a financially sound organization.
- 16.2 The Budget shall be drafted according to generally accepted accounting practices.
- 16.3 The Budget shall include estimated costs for projected activities and expenditures.
- 16.4 The Bargaining Unit shall maintain a balanced budget.
- 16.5 The Executive shall have the sole responsibility for the administration of the Budget.
 - 16.5.1 Since the Budget includes estimated costs, this responsibility shall include transfers of funds within the overall Budget when necessary.

16.5.2 Since the Budget should accurately reflect the Unit's costs for analytical purposes, this responsibility shall include establishing new line items when necessary.

16.6 General Reserve Fund

16.6.1 The General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget.

16.6.2 Funds may be transferred at year-end from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the Bargaining Unit Executive.

16.6.3 The General Reserve Fund shall not exceed \$250,000.

16.6.4 Expenditures from the General Reserve Fund shall be approved by a motion of the Bargaining Unit executive.