

**CONSTITUTION**

**of**

**INSTRUCTORS' BARGAINING UNIT**

**of**

**Ontario Secondary School Teachers' Federation  
Limestone District #27**

**May 2009**

**As amended at the Annual General Meeting  
May 25, 2011**

## ARTICLES

### ARTICLE 1 - DEFINITIONS

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "Bargaining Unit" shall mean the Bargaining Unit representing all full and part-time Instructors and Occasional Instructors in the Limestone School of Community Education.
3. "Branch" shall mean a branch organization of a particular bargaining unit of OSSTF Limestone District #27 and shall include members of the particular bargaining unit.
4. "OSSTF Limestone District #27" shall mean the Ontario Secondary School Teachers' Federation District #27.
5. "Member" shall mean an active member of OSSTF, Instructors' Bargaining Unit Limestone District #27.
6. "Committee" shall mean the body of persons appointed for a special function by the Limestone District #27 Executive, and selected from the Executive and/or the general membership.
7. "Ad Hoc committee" shall mean a committee of OSSTF members which is formed to complete a specific task, and which is dissolved when the task is finished.
8. "Constitution" shall mean a system of fundamental principles according to which OSSTF District #27 Instructors' Branch are governed. The constitution of the Instructors' Bargaining Unit shall not contravene that of OSSTF or OSSTF District #27.
9. "By-Laws" shall mean standing rules governing the membership of OSSTF or OSSTF District #27 Instructors' Bargaining Unit. The By-Laws of the Instructors' Bargaining Unit shall not contravene that of OSSTF or OSSTF District #27.
10. "Policy" shall mean a stand or position taken by OSSTF or OSSTF District #27 Instructors' Bargaining Unit.
11. "Board" shall mean the Limestone District School Board and its elected trustees.
12. "Agreement" shall mean the collective agreement between the Board and the Bargaining Unit pertaining to negotiated conditions of employment. Unless otherwise specified, it shall mean the collective agreement in effect for the specific Bargaining Unit.
13. The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive bargaining agent for all those employed by it.

14. "Annual General 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.
15. "Federation Year" shall mean the term from July 1 to June 30.
16. "Executive" shall mean the Limestone District #27 Instructors' 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.

## **ARTICLE 2 – ORGANIZATION**

This organization shall be known as "Ontario Secondary School Teachers' Federation, Limestone District #27 – Instructors' Bargaining Unit."

## **ARTICLE 3 – OBJECTS**

The objects of this organization shall be:

- (a) To uphold and maintain the objectives of the Ontario Secondary School Teachers' Federation and those of the Ontario Secondary School Teachers' Federation, Limestone District #27 as described in their respective constitutions.
- (b) 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 Limestone District School Board.
- (c) To establish reasonable By-Laws and policies governing its members which shall not contravene those established by the Ontario Secondary School Teachers' Federation, Limestone District #27, except as specifically may be required by the unique nature of this organization.

## **ARTICLE 4 – MEMBERSHIP**

Members shall be all Instructors employed by the Limestone District School Board.

## **ARTICLE 5 – DUES**

The amount of annual dues shall be as prescribed in the By-Laws of OSSTF and of Limestone District #27 OSSTF.

## **ARTICLE 6 – BARGAINING UNIT ORGANIZATION**

### **SECTION 1 - EXECUTIVE**

1.1 There shall be a Bargaining Unit Executive consisting of the following:

- (a) voting members:
  - (i) President
  - (ii) Vice-President
  - (iii) Secretary, and/or
  - (iv) Treasurer
  - (v) Chair of Collective Bargaining Committee
  - (vi) Past President and/or Executive Officers

The District Officer may attend in an advisory capacity.

1.2 increase the number of Executive Officers to stand on the Instructors' Bargaining Unit

### **SECTION 2 - STANDING COMMITTEES**

2.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws and Ad Hoc committees as the Bargaining Unit Executive may from time to time deem necessary.

2.2 Instructors shall have representation on the following District Standing Committees:

- a) Communications / PAC
- b) District Collective Bargaining Committee
- c) Educational Services Committee
- d) Status of Women Committee / Human Rights Committee
- e) Health & Safety Committee

and any District Ad Hoc Committees as deemed necessary by the District Executive

## **ARTICLE 7 – BY-LAWS**

The Bargaining Unit may approve By-Laws not inconsistent with this Constitution and with the Constitution, By-Laws, and Policies of the District and Provincial OSSTF.

## **ARTICLE 8 – AMENDMENTS**

Amendments to this Constitution may be made at the Annual General Meeting of the Bargaining Unit:

(a) by a majority vote of the members qualified to vote, present, and voting, provided that:

Notice of the proposed amendment(s) shall have been given to the Instructors' President at least 30 days prior to the Annual General Meeting, and circulated in writing to all members at least 15 days prior to the Annual General Meeting.

(b) by a 9/10 vote of those qualified to vote, present, and voting where notice has not been given.

## **BY-LAWS**

### **BY-LAW 1 - DUTIES OF MEMBERS**

- (a) It shall be the duty of members to comply with the Constitution and By-Laws of OSSTF and OSSTF Limestone District #27 and the Constitution and By-Laws adopted by OSSTF Limestone District #27 Instructors' Bargaining Unit.
- (b) Unless forbidden by law, it shall be the duty of every member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act or Bill 160 and Bill 74.

### **BY-LAW 2 - DUES AND LEVY – AS ESTABLISHED BY OSSTF AND OSSTF LIMESTONE DISTRICT #27**

The annual dues for every member shall be as prescribed in the Constitution and By-Laws of OSSTF and OSSTF Limestone District #27.

### **BY-LAW 3 - PAYMENT OF DUES**

The method of payment of dues shall be as prescribed in the Collective Agreement made between the Instructors' Bargaining Unit and the Limestone District School Board.

### **BY-LAW 4 - REPRESENTATION AT MEETINGS OF OSSTF, LIMESTONE DISTRICT #27**

- (a) The Bargaining Unit President shall represent the Bargaining Unit at District Executive Meetings of OSSTF, Limestone District #27.
- (b) The Chair of the Instructors' Collective Bargaining Committee may represent the Bargaining Unit at meetings of the OSSTF Limestone District #27 Collective Bargaining Committee

- (c) Every active member of the Instructors' Bargaining Unit shall be eligible to vote at the Annual General Meeting of OSSTF, Limestone District #27, or at District General Meetings of OSSTF Limestone District #27.

**BY-LAW 5 - ELIGIBILITY FOR ELECTION TO DISTRICT OFFICES OF OSSTF, LIMESTONE DISTRICT #27**

Any member of the Bargaining Unit shall be eligible to stand and be elected to, or appointed to, a position on the District Executive of OSSTF, Limestone District #27.

**BY-LAW 6 - DUTIES OF BARGAINING UNIT EXECUTIVE**

**(A) FUNCTIONS**

The Bargaining Unit Executive shall:

- (i) administer the business of the Bargaining Unit between Annual Meetings;
- (ii) establish interim policy for the Bargaining Unit;
- (iii) communicate regularly to Bargaining Unit members regarding the management of Bargaining Unit business;
- (iv) send a representative to monthly District Executive meetings of OSSTF, Limestone District #27;
- (v) oversee the operation of the Collective Bargaining Committee
- (vi) in conjunction with the Secretary, ensure that there are Instructors' Bargaining Unit Minutes prepared for the Bargaining Unit Executive and the Annual General Meeting;
- (vii) provide mutual support of, cooperation with, and assistance to other Bargaining Units within the District.
- (viii) create, maintain and update, on an as-needed basis, an "Instructors' Bargaining Unit Policy and Procedure Financial Operational Guidelines"
- (ix) create, maintain and update on an as-needed basis, a "Welcome Package" for all new members to the Instructors' Bargaining Unit.
- (x) sign a pledge of confidentiality at the beginning of each term.

**(B) PRESIDENT**

The President shall:

- (i) be the presiding officer and the official representative of the Bargaining Unit;
- (ii) call Bargaining Unit Executive meetings, as required, and the Annual General Meeting;
- (iii) represent the Bargaining Unit at District Executive meetings of OSSTF, Limestone District #27
- (iv) liaise regularly with the President and the District Officer of OSSTF, Limestone District #27;
- (v) submit a report each year to the District Annual General Meeting;
- (vi) be an ex-officio member of all Bargaining Unit committees.

**(C) VICE-PRESIDENT**

The Vice-President shall:

- (i) perform the duties of the President in his/her absence if so designated by the President;
- (ii) carry out duties as may be delegated by the President or the Bargaining Unit Executive.

**(D) SECRETARY**

The Secretary shall:

- (i) record minutes of Bargaining Unit Executive meetings and Annual General Meeting(s);
- (ii) file and maintain records of Bargaining Unit Executive Meetings and the Annual General Meeting(s) at the District Office as well as a personal copy.
- (iii) keep an accurate and updated, confidential file of contact information of the Executive as well as all CEI members, including name, address, phone number and personal e-mail address.
- (iv) file and update Confidentiality Pledge forms at the District Office.

**(E) TREASURER**

The Treasurer shall:

- (i) maintain a copy of the financial records. The Office Manager, in consultation with the Bargaining Unit Treasurer, will keep an accurate account of Bargaining Unit finances and the Treasurer will report to

each Bargaining Unit Executive meeting regarding the status of Bargaining Unit finances;

- (ii) report to the Annual Meeting regarding the status of Bargaining Unit finances and present the projected budget on behalf of the Bargaining Unit Executive for the approval of the membership.

**(F) EXECUTIVE OFFICER**

The Executive Officer shall:

- (i) assist in the preparations of the Annual General Meeting
- (ii) undertake tasks as assigned by the Instructors' Executive Bargaining Unit

**BY-LAW 7 - BARGAINING UNIT MEETINGS**

**SECTION 1 - BARGAINING UNIT EXECUTIVE**

- (a) The Bargaining Unit Executive shall meet at the call of the President or on the request of two (2) voting members of the Bargaining Unit Executive.
- (b) A quorum shall be 3/5 of the voting members of the Bargaining Unit Executive.
- (c) The Bargaining Unit Executive shall meet at least eight (8) times per year.

**SECTION 2 - ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of all Bargaining Unit members shall be held in May at the call of the President no earlier than twenty (20) working days of written notice having been sent out.
- (b) A meeting of all Bargaining Unit members shall be constituted by the President during the period September to June, if requested by at least ten (10) members of the Bargaining Unit, such request to be in written form, signed by each of the requesting members, provided ten (10) working days' written notice is served.
- (c) The Annual General Meeting shall elect the officers of the Bargaining Unit Executive and approve the projected budget for the following business year.
- (d) A quorum for all Bargaining Unit meetings, including the Annual General Meeting shall consist of those members qualified to vote, present, and voting.

## **BY-LAW 8 - COLLECTIVE BARGAINING COMMITTEE**

### **a) MEMBERSHIP**

- (i) The Collective Bargaining Committee shall consist of up to seven (7) members consisting of the Collective Bargaining Chair, the Chief Negotiator, the Bargaining Unit President and representatives from the Bargaining Unit Executive and the membership.

The District Officer, OSSTF Limestone District #27 may attend in an advisory capacity.

### **b) CHAIR OF THE COLLECTIVE BARGAINING COMMITTEE**

The Chair of the Collective Bargaining Committee shall:

- (i) assume responsibility for calling meetings of the Collective Bargaining Committee for OSSTF Limestone District #27;
- (ii) will attend meetings of the District Collective Bargaining Committee of OSSTF, Limestone District #27
- (iii) be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting same for approval to the Bargaining Unit Executive;
- (iv) assist the Chief Negotiator and the Bargaining Unit President in presenting the highlights of the terms of settlement of a Collective Agreement with the Limestone District School Board to the membership for information and ratification, at a General Meeting called for the purpose of ratification.

### **c) MEETINGS**

The Committee shall meet at least four (4) times per year.

### **d) QUORUM**

A quorum of the Committee shall be the majority of the members, one (1) of whom shall be the Collective Bargaining Committee Chair of the Bargaining Unit or the Chief Negotiator.

### **e) DUTIES**

- (i) A negotiating team appointed from the Collective Bargaining Committee shall represent the membership in negotiations for a collective agreement with the Limestone District School Board.

- (ii) The Collective Bargaining Committee and/or the negotiating team shall solicit input from members and the Bargaining Unit Executive, prepare the negotiating brief, carry out negotiations with the Limestone District School Board, distribute information on negotiations to members, arrange for information and ratification meetings, determine negotiating strategy, and devote itself generally to all matters pertinent to collective bargaining on behalf of the Bargaining Unit.
- f) **LIAISON WITH THE COLLECTIVE BARGAINING COMMITTEE OF OSSTF, LIMESTONE DISTRICT #27**
  - (i) The Chair of the Instructors' Bargaining Unit Collective Bargaining Committee, the Chief Negotiator and the Bargaining Unit President shall be voting members of the Limestone District #27 Collective Bargaining Committee.
- g) **TERMS OF REFERENCE**
  - (ii) It shall be the responsibility of the Collective Bargaining Committee to establish and maintain terms of reference, subject to the approval of the Bargaining Unit Executive.
- h) **RATIFICATION**
  - (iii) All active members who are part of the Instructors' Bargaining Unit may participate in the ratification of a proposed collective agreement negotiated by the Instructors' Bargaining Unit.

## **BY-LAW 9 - ELECTIONS**

### **SECTION 1 - OFFICES**

Election to the offices on the Bargaining Unit Executive shall take place at the Annual General Meeting of the Instructors' Bargaining Unit.

### **SECTION 2 - TERM OF OFFICE**

The term of office of the Bargaining Unit Executive **shall be a term of two years** (July 1<sup>st</sup> to June 30<sup>th</sup>).

### **SECTION 3 - VACANCIES**

- a) Vacancies which occur on the Bargaining Unit Executive during the term of office shall be filled by appointment by the Bargaining Unit Executive until the expiry of the office for each position.

- b) Should the position of "Treasurer" be vacant at the beginning of or during the term of office, the duties of the treasurer shall be assigned to the current Vice President until the position is filled.

#### **SECTION 4 - NOMINATIONS**

- (a) Written nominations for Bargaining Unit Executive offices should be submitted to the District Officer and Bargaining Unit Secretary at least twenty (20) working days prior to the Annual Meeting and shall be signed by two (2) members of the Instructors' Bargaining Unit.
- (b) Nominations duly moved and seconded shall be received from the floor of the Annual Meeting.

#### **SECTION 5 - BALLOTING**

Balloting for Bargaining Unit Executive positions shall be carried out by the District Officer of OSSTF District #27 or his/her designate. Election shall be by majority vote of those qualified to vote, present, and voting. If there are several candidates for any one position, the candidate receiving the least number of votes shall be dropped from subsequent ballots and voting shall proceed until a candidate obtains a majority. All ballots shall be destroyed by two witnesses at the completion of the meeting.

#### **SECTION 6 - UNSUCCESSFUL CANDIDATES**

Unsuccessful candidates for a prior position may drop down and run for another position.

#### **BY-LAW 10 - GRIEVANCE OFFICER**

The Grievance Officer shall:

- (a) Be responsible for all grievances, in consultation with the Instructors' Bargaining Unit President.
- (b) Be the Limestone District #27 District Officer

#### **BY-LAW 11 - AMENDMENTS**

Amendments to these By-Laws may be made at the Annual General Meeting of the Bargaining Unit.