

OSSTF DISTRICT 21 - HAMILTON-WENTWORTH
ESL INSTRUCTOR BARGAINING UNIT CONSTITUTION & BY-LAWS

DEFINITIONS

1. "OSSTF" shall mean the Ontario Secondary Teachers' Federation.
2. "District" shall mean the District 21, Hamilton-Wentworth.
3. "Bargaining Unit" shall be the ESL Instructor Bargaining Unit, which is the OSSTF organization of those Members for whom OSSTF holds bargaining rights under the appropriate legislation.
4. "Constitution" shall mean a system of fundamental principles by which this Bargaining Unit is governed, and includes a basic organization of this Bargaining Unit.
5. "By-Laws" shall mean the standing rules governing the membership of this Bargaining Unit on matters which are entirely within the control of this Bargaining Unit.
6. "Policy" shall mean stand or position taken by the Bargaining Unit in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of this Bargaining Unit.
7. "Procedures" shall mean detailed rules established by the Bargaining Unit to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the Constitution, By-Laws and policy.
8. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
9. "Member" shall mean an active member (in good standing) of the OSSTF Bargaining Unit.

ARTICLES

ARTICLE 1 - NAME AND AUTHORITY

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 21 Hamilton-Wentworth, ESL Instructors' Bargaining Unit.
- 1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention to the OSSTF/District/Division Constitution, By-Laws, Policies and/or Procedures are null and void.

ARTICLE 2 - OBJECTS

- 2.1 The objects of the ESL Instructors' Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the ESL Instructor's Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

ARTICLE 3 - MEMBERSHIP

- 3.1 Members shall be full-time, part-time and casual ESL Instructors who are members of OSSTF and are employed by the Hamilton-Wentworth District School Board.

ARTICLE 4 - DUES & LEVIES

- 4.1 Members shall pay annual dues as prescribed in the By-Laws of OSSTF.
- 4.2 There shall be a Unit Levy, the purpose of which shall be to pay the salary and fringe benefits for release time for the Unit President.
- 4.3 The amount of the Levy shall be approved by the Annual General Meeting of this Bargaining Unit.

ARTICLE 5 - ORGANIZATION

- 5.1 Bargaining Unit Executive
 - 5.1.1 There shall be an Executive consisting of the following voting members:
 - 5.1.1.1 Immediate Past President
 - 5.1.1.2 President/Grievance Officer
 - 5.1.1.3 Vice-President
 - 5.1.1.4 Chief Negotiator
 - 5.1.1.5 Secretary
 - 5.1.1.6 Treasurer
 - 5.1.1.7 Communications Officer
 - 5.1.1.8 Member(s)-at-Large

ARTICLE 6 - MEETINGS

6.1 Frequency of Executive and Council Meetings shall be established in the By-Laws.

6.2 There shall be an Annual General Meeting.

6.3 Special General Meetings may be convened in accordance with the By-Laws.

ARTICLE 7 - COLLECTIVE BARGAINING

7.1 The Collective Bargaining Committee for the Bargaining Unit shall be the Executive.

7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit through the Chief Negotiator.

ARTICLE 8 - STANDING COMMITTEES

8.1 There shall be Bargaining Unit Committees as required.

ARTICLE 9 - AMENDMENTS

9.1 Amendments to the Constitution may be made at a General Meeting as provided in the By-Laws.

ARTICLE 10 - GRIEVANCES

10.1 The Grievance Officer/President shall be responsible for all grievances.

10.2 The Grievance Appeals Committee shall consist of two (2) members of the Bargaining Unit Executive other than the Grievance Officer, plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive.

10.3 The Grievance Appeals Committee shall establish procedures for dealing with grievance appeals and publicize such procedures periodically to the membership.

BY-LAWS

BY-LAW 1 - MEETINGS

1.1 General Meetings

- 1.2 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 days prior to the date of the meeting.
- 1.3 Notice of other General Meetings shall be given to the Members in writing at least fourteen days in advance of the meeting.
- 1.4 The Bargaining Unit President shall call a General Meeting where twenty-five percent of the Members make such a request in writing to the President.
- 1.5 Prior to the Membership voting to accept or reject any contract offer on salary, conditions of work, fringe benefits or any other matters under negotiations with the Board, the Unit President shall call a General Meeting at which the Executive shall present the contract offer.
- 1.6 Such meeting notification shall be as defined in the Labour Relations Act.

1.2 Duties of General Meetings

- 1.2.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
 - 1.2.2 election procedures for Bargaining Unit Officers.
 - 1.2.3 the formation of internal organizations and procedures.
 - 1.2.4 the establishment, amendment or rescission of Bargaining Unit Policy.
 - 1.2.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members on the conduct of the business of the Bargaining Unit.

1.3 Executive Meetings

- 1.3.1 The Bargaining Unit Executive shall meet at the call of the President, but not less than five times per school year.
- 1.3.2 The Bargaining Unit President shall call a meeting of the Executive when 25% of the Members of the Executive make such a request in writing to the President.

BY-LAW 2 - QUORUM

- 2.1 A quorum for meetings of the Executive shall be a simple majority.
- 2.2 A quorum for annual meetings shall be determined by the Bargaining Unit Executive.
- 2.3 A quorum for general meetings shall be 20% of the Bargaining Unit membership.

BY-LAW 3 - VOTING

3.1 Any member of the Bargaining Unit may attend, speak and vote at the Annual General Meeting and at any special General Meeting duly convened.

3.1.1 Any employee in the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer.

3.1.2 Such vote shall be by secret ballot.

BY-LAW 4 - ELECTIONS

4.1. **Only Members of OSSTF may be candidates for office.**

4.2 Elections for the Bargaining Unit Executive shall be by secret ballot at the Annual General Meeting.

4.3 Candidates who indicate their intention to run for office must be nominated.

4.4 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two other Members.

4.5 Elections for Executive shall be in the order listed in Article 5 of the Constitution.

4.6 The term of office of the Bargaining Unit Executive shall be for one year (July 1 - June 30).

BY-LAW 5 - DUTIES OF MEMBERS

5.1 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 By-Law 4 Rights, Privileges and Duties, Section 2 - Duties of Members.

BY-LAW 6 - DUTIES OF EXECUTIVE MEMBERS

6.0 To appoint a Unit Delegate(s) to the Provincial Assembly of OSSTF.

6.1 The duties of the President shall be:

6.1.1 assume the role of Chief Executive Officer for the Collective Agreement.

6.1.2 call and preside over all Executive and General Meetings.

6.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook. 7.1.4 be an ex-officio member of all Bargaining Unit committees.

6.1.5 attend all District 21, Co-ordinating Committee meetings or ensure that a member of the Bargaining Unit attends in their place.

6.1.6 report to the Bargaining Unit Executive and Members, the activities and concerns of the District.

6.1.7 report to the members at the Annual General Meeting.

6.1.8 be a member of the Collective Bargaining Committee.

- 6.1.9 represent all Members fairly whether they are union members or not.
- 6.1.10 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until that vacancy is filled.
- 6.1.11 bring forward grievances (which the Executive approves) on behalf of the Members of the Bargaining Unit.
- 6.1.12 represent the Bargaining Unit at SCOP (Sector Council of Presidents) or designate a substitute.

- 6.2 The duties of the Vice-President shall be to:
 - 6.2.1 perform the duties of the President in the President's absence.
 - 6.2.2 carry out duties as may be assigned by the President

- 6.3 The duties of the Secretary shall be to:
 - 6.3.1 keep a record of the minutes of all General and Executive meetings.
 - 6.3.2 send a copy of the minutes to each member of the Executive.

- 6.4 The duties of the Treasurer shall be:
 - 6.4.1 arrange the financial affairs of the Bargaining Unit.
 - 6.4.2 carry out duties as may be assigned by the President.
 - 6.4.3 attend the District Co-ordinating Committee meetings.

- 6.5 The duties of the Communications Officer shall be to:
 - 6.5.1 send out all relevant information to the Members of the Bargaining Unit.
 - 6.5.2 maintain membership list.

- 6.6 The duties of the Chief Negotiator shall be:
 - 6.6.1 be responsible for the information of negotiating procedures and strategies.
 - 6.6.2 meet, as required, with the representatives of the Board.
 - 6.6.3 present all items passed by the CBC to the Board for inclusion in the collective agreement.
 - 6.6.4 co-ordinate preparation of the negotiating brief on behalf of the ESL Instructors' Bargaining Unit of District 21 (Hamilton-Wentworth) membership.
 - 6.6.5 negotiate the collective agreement.
 - 6.6.6 keep an up-to-date manual of settlements from all OSSTF Districts and/or Divisions.
 - 6.6.7 predict future demands for salary, fringe benefits and working conditions.
 - 6.6.8 make periodic progress reports on negotiations to the Executive and membership.
 - 6.6.9 report to the Unit Annual Meeting.
 - 6.6.10 sit as a member of the District Co-ordinating Committee
 - 6.6.11 carry out such other duties as may be assigned by the Unit President.

- 6.8 The duties of the Member-at-Large shall be to:

6.8.1 perform duties as assigned by the President.

BY-LAW 7 - AMENDMENTS

7.1 Amendments to the Constitution and By-Laws may be made at a General Meeting of the Bargaining Unit.

7.2 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 thirty calendar days prior to the date of the General Meeting.

7.3 Amendments to the By-Laws 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 been given to the membership in writing not less than thirty calendar days prior to the date of the General Meeting.

7.4 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.

BY-LAW 8 - VACANCY

8.1 If a vacancy occurs in any Bargaining Unit Executive position, except the Presidency, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.

8.2 Where no nominations are forthcoming, the Executive may appoint a Member to fill the vacancy.

8.3 Where the vacancy occurs in the Presidency, the Vice-President shall assume the position for the remainder of the term of office.

BY-LAW 9 - FINANCES

9.1 The fiscal year of the Bargaining Unit shall be from September to August 31.

9.2 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.

9.3 Cheques drawn on the Bargaining Unit account shall require two signatures (normally the Treasurer and Bargaining Unit President).

9.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if

they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

9.5 The Unit Reserve Fund consist of such funds as declared surplus by the Treasurer with the approval of the Unit Council.

9.6 The Unit Reserve Fund shall not exceed 50% of total Unit allocations as approved in the District Budget. Any amount over the 50% of total Unit allocations shall be placed in the District Reserve Fund.

9.7 **Levy**

9.7.1 Each member shall pay a Unit Levy per pay period worked.

9.7.2 For each member the Levy shall be payable pursuant to the appropriate Article of the Collective Agreement.

9.7.3 The Unit Treasurer shall place the Levy funds in a designated Unit Levy Account.

BY-LAW 10 - COLLECTIVE BARGAINING

10.1 The Collective Bargaining Committee for the Bargaining Unit shall be the Executive.

10.2 There shall be at least one representative from each of the part time Members and the full time Members in the Bargaining Unit on the Committee. If th elected Executive does not have a member from each of the part-time and full-time staff, the Executive shall appoint a Member to the Collective Bargaining Committee from the missing category.

10.3 The Bargaining Unit Executive shall appoint representatives to fill any vacancies.

BY-LAW 11 - DUTIES OF COLLECTIVE BARGAINING COMMITTEE

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

- (a) seek input from all members on bargaining priorities;
- (b) prepare a negotiating brief;
- (c) seek approval for the brief from the Provincial Office of OSSTF;
- (d) communicate with the members on the progress of the negotiations;
- (e) seek approval of the members on any Collective Agreement

BY-LAW 12 - PROVINCIAL COUNCILLOR

12.1 The selection of the Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and By-Laws.

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**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 21 - HAMILTON-WENTWORTH**

2007 - 2008

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CONSTITUTION & BY-LAWS**

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