

**OSSTF DISTRICT 21 (HAMILTON-WENTWORTH) TEACHERS' UNIT  
CONSTITUTION AND BY-LAWS 2009-2010**

**PREAMBLE:**

1. "Board" shall mean the Hamilton-Wentworth District School Board #21.
2. "District" shall mean the District 21 Organization of the Ontario Secondary School Teachers' Federation (OSSTF).
3. "Member" shall mean an OSSTF member who is an active member of the Unit.
4. "Teachers' Council" shall mean the Council composed of representatives of the Teachers' and Teachers' Occasional Bargaining Units.
5. "Unit" shall mean the Teacher Bargaining Units of OSSTF District 21, comprising OSSTF members employed as teachers by the Hamilton-Wentworth District School Board #21 and OSSTF members employed as occasional teachers by the Hamilton-Wentworth District School Board #21..
6. Other definitions shall be those defined by the Constitution of OSSTF.

## ARTICLES

### ARTICLE 1 - NAME

1.1 This Unit shall be known as the Teachers' Unit of OSSTF District 21, Hamilton-Wentworth.

### ARTICLE 2 - OBJECTS

2.1 The objects of the Teachers' Unit of OSSTF District 21, Hamilton-Wentworth shall be those defined by the Constitution of OSSTF.

### ARTICLE 3 - MEMBERSHIP

3.1 Members shall be active, voluntary or associate members of OSSTF as defined by the Constitution of OSSTF, who are employed within the boundaries of the Board as teachers and/or occasional teachers.

### ARTICLE 4 - UNIT LEVY

4.1 There shall be a Unit Levy, the purpose of which shall be to pay the salaries and fringe benefits of Unit Officers, for all or part of the school year in which they are released from teaching duties in the manner prescribed in the By-Laws.

4.2 The amount of this levy is subject to the approval of the membership at the Unit Annual Meeting.

### ARTICLE 5 - ORGANIZATION

#### 5.1 Branch

5.1.1 The Teachers' Unit of OSSTF District 21, Hamilton-Wentworth shall be divided into Branches in accordance with the Constitution of OSSTF.

5.1.xx assigned to offsite day school programs.

5.1.2 A Branch shall consist of all Members

5.1.2.1 in one school within the District.

5.1.2.2 assigned to the Education Centre and other Education Centre sites.

5.1.2.3 in community facilities.

5.1.2.4 assigned to Continuing Education programs.

5.1.2.5 employed as secondary occasional teachers.

5.1.3 Each Member in a Branch shall have one vote at a Branch meeting.

5.1.4 Each Branch shall have a Branch Executive consisting of:

5.1.4.1 a Branch President

5.1.4.2 a Deputy Branch Representative

5.1.4.3 one representative to each of the following *Unit* Standing and Ad-Hoc Committees:

5.1.4.3.1 Benefits Information Committee

- 5.1.4.3.2 Collective Bargaining Committee
- 5.1.4.3.3 Communications/Excellence in Education Committee
- 5.1.4.3.4 Educational Services Committee
- 5.1.4.3.5 Grievance Committee

5.1.4.4 one representative to each of the following *District* Standing Committees:

- 5.1.4.4.1 Health and Safety
- 5.1.4.4.2 Status of Women
- 5.1.4.4.3 Political Action
- 5.1.4.4.4 Humans Rights

5.1.4.5 such other members as the Branch or Unit Executive may annually decide.

5.1.5 The members of the Branch Executive shall be elected or appointed in the manner prescribed in the By-Laws.

**5.2 Unit Executive**

5.2.1 There shall be a Unit Executive consisting of:

- 5.2.1.1 the President
- 5.2.1.2 the 1<sup>st</sup> Vice-President
- 5.2.1.3 Chief Negotiator
- 5.2.1.4 the 2<sup>nd</sup> Vice-President
- 5.2.1.5 the Provincial Councillor
- 5.2.1.6 Secretary
- 5.2.1.7 Treasurer
- 5.2.1.8 Communications Officer
- 5.2.1.9 Educational Services Officer
- 5.2.1.10 the Political Action Officer
- 5.2.1.11 the Status of Women Officer
- 5.2.1.12 the Immediate Past President (one (1) year)

5.2.2 The members of the Executive shall be elected in the manner prescribed in the By-Laws. Each member of the Executive shall have one vote at Executive Meetings except the Immediate Past President who shall not have a vote.

**5.3 Teachers' Council**

5.3.1 There shall be a Teachers' Council consisting of:

- 5.3.1.1 representative(s) from each Branch
- 5.3.1.2 members of the Unit Executive
- 5.3.1.3 the Benefits Information Officer
- 5.3.1.4 the Health & Safety Officer
- 5.3.1.5 the Status of Women Officer
- 5.3.1.6 the Grievance Officer
- 5.3.1.7 the Human Rights Officer

5.3.2 Annually the Branch President plus Deputy Branch Representative shall be named as Branch Representative(s) to the Teachers' Council based on the formula:

- (i) Branch of 50 or fewer Members - 1 Rep.
- (ii) Branch of 51 or more Members - 2 Reps.

For the Occasional Branch, this is (full-time equivalent) FTE members.

5.3.3 All members of the Teachers' Council shall have one vote at Council meetings.

5.3.4 Members of the Teachers' Council shall be elected or appointed in the manner prescribed in the By-Laws.

#### 5.4 Unit Annual Meeting

5.4.1 The Unit Annual Meeting shall be the supreme policy-making body of the Teachers' Bargaining Unit of OSSTF District 21, Hamilton-Wentworth.

5.4.2 There shall be a Unit Annual Meeting open to all Members.

5.4.3 Each Member shall have one vote at the Unit Annual Meeting or Special Unit Meetings and may move, second, and vote on motions.

5.4.4 The Unit Annual Meeting and Special Unit Meetings shall be convened in the manner prescribed in the By-Laws.

#### 5.5 Unit Standing Committees

5.5.1 There shall be the following Unit Standing Committees with terms of reference and duties as designated in the By-Laws.

- Collective Bargaining Committee (in the event that teacher and occasional teacher negotiations are conducted separately, a second Collective Bargaining Committee shall be established in accordance with the Branch Constitution of the Occasional Teachers' Branch, for the exclusive purpose of negotiating the terms and conditions of employment of occasional teachers in accordance with the Labour Relations Act.)
- Communications/Excellence in Education Committee
- Educational Services Committee

5.5.2 The Members of Unit Standing Committees shall be elected or appointed in the manner prescribed in the By-Laws.

5.5.3 Unit Standing Committees shall be responsible to the Teachers' Council between Unit Annual Meetings.

5.5.4 There shall be a **Unit Collective Bargaining Committee** consisting

of the following voting members:

- 5.5.4.1 a Chairperson who is the Chief Negotiator
- 5.5.4.2 a Vice-Chairperson
- 5.5.4.3 the Benefits Information Officer
- 5.5.4.4 the Grievance Officer
- 5.5.4.5 the President
- 5.5.4.6 one representative from each Branch.
- 5.5.4.7 one representative from each Branch, except that if teacher and occasional teacher negotiations are conducted separately, the occasional teacher representative(s) will serve in a liaison role only.

5.5.5 There shall be a **Unit Communications/Excellence in Education Committee** consisting of the following voting members:

- 5.5.5.1 a Chairperson who is the Communications Officer
- 5.5.5.2 a Vice-Chairperson who shall be the Excellence in Education Coordinator
- 5.5.5.3 one representative from each Branch.

5.5.6 There shall be a **Unit Educational Services Committee** consisting of the following voting members:

- 5.5.6.1 a Chairperson who is the Educational Services Officer
- 5.5.6.2 a Vice-Chairperson who shall be the Professional Activity Coordinator
- 5.5.6.3 one representative from each Branch.

## 5.6 **Unit Ad-Hoc Committees**

5.6.1 There shall be the following Unit Ad-Hoc Committees established annually:

- Benefits Information Committee
- Finance Committee
- Grievance Committee
- Negotiating Committee (established and empowered to negotiate from the October Teachers' Council Meeting to the next October Teachers' Council Meeting and in the event that teacher and occasional teacher negotiations occur separately, an occasional teacher negotiating committee shall also be established, in accordance with the Branch Constitution of the Occasional Teachers' Branch.)
- Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee
- Walter Lunn and Walter Clarke Awards Selection Committee
- Health and Safety Committee.

5.6.2 The Members of Unit Ad-Hoc Committees shall be elected or appointed in the manner prescribed in the By-Laws.

5.6.3 Unit Ad-Hoc Committees shall be responsible to the Teachers' Council between Unit Annual Meetings.

5.6.4 There shall be a Unit Benefits Information Committee consisting of the following voting members:

5.6.4.1 a Chairperson who is the Benefits Information Officer

5.6.4.2 a Vice-Chairperson

5.6.4.3 one representative from each Branch.

5.6.5 There shall be a **Unit Finance Committee** consisting of the following voting members:

5.6.5.1 a Chairperson who is the Treasurer

5.6.5.2 the President

5.6.5.3 the Second Vice-President

5.6.5.4 three Members appointed by the Teachers' Council.

5.6.6 There shall be a **Unit Grievance Committee** consisting of the following voting members:

5.6.6.1 a Chairperson who is the Grievance Officer

5.6.6.2 the President

5.6.6.3 the Chief Negotiator

5.6.6.4 one representative from each Branch.

5.6.7 There shall be a **Unit Negotiating Committee** consisting of the following voting members:

5.6.7.1 a Chairperson who is the Chief Negotiator

5.6.7.2 the Collective Bargaining Committee Vice-Chairperson

5.6.7.3 the President

5.6.7.4 two Members elected by the Collective Bargaining Committee and ratified by the Teachers' Council.

5.6.8 There shall be a **Unit Health and Safety Committee** consisting of the following voting members:

5.6.8.1 a Chairperson who is the Unit Health and Safety Officer

5.6.8.2 the President

5.6.8.3 one representative from each Branch.

5.6.9 There shall be a **Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee** consisting of the following voting members:

5.6.9.1 the President or designate

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5.6.9.2 Unit Communications/Excellence in Education Committee members.

5.6.9.3 up to four additional members of the Teachers' Unit as appointed by the Teachers' Unit Council.

5.6.10 There shall be a **Walter Lunn and Walter Clarke Awards Selection Committee**, consisting of the following voting members:

5.6.10.1 the President or designate

5.6.10.2 Unit Communications/Excellence in Education committee members

5.6.10.3 up to three additional members of the Teachers' Unit appointed by Teachers' Unit Council who are not current nominees for either award

**5.7 Special Committees**

5.7.1 There shall be such Special Committees as the Teachers' Council or Unit Annual Meeting may from time to time deem necessary.

**5.8 Unit Delegates to the Provincial Assembly**

5.8.1 The Delegates to the Provincial Assembly shall be elected in the manner prescribed in the By-Laws.

5.8.2 The Provincial Councillor shall lead the delegation.

**ARTICLE 6 - BY-LAWS**

6.1 A duly constituted Unit Annual Meeting may pass By-Laws that are not inconsistent with the Constitutions of the Teachers' Bargaining Unit, OSSTF District 21 (Hamilton-Wentworth), and the OSSTF concerning:

6.1.1 the procedure for the election of its Officers, the duties of Officers

6.1.2 the formation of Unit and Branch organizations

6.1.3 the time, place and conduct of all meetings of the Unit

6.1.4 the expenditure of funds, the appointment of auditors

6.1.5 the establishment, amendment or rescission of Unit policy

6.1.6 all other matters as are deemed necessary or convenient for the promotion of the welfare of the Members or the conduct of the business of the Unit.

**ARTICLE 7 - AMENDMENTS**

7.1 Amendments to the Constitution and By-Laws may be made at a duly constituted Unit Annual Meeting.

7.2 Amendments may be made by:

7.2.1 a two-thirds vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Teachers' Council at least 30 calendar days prior to the Unit Annual Meeting.

7.2.2 a three-quarters vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Teachers' Council at least 15 calendar days prior to the Unit Annual Meeting.

7.2.3 a nine-tenths vote of the Members present and voting, previous notice not having been given as in Articles 7.2.1 and 7.2.2.

7.3 Ten days prior to the Unit Annual Meeting a copy of all amending motions shall be distributed to each Member.

## BY - LAWS

### BY-LAW 1 - FISCAL YEAR

1.1 The fiscal year of the Teachers' Unit shall be July 1 to June 30 of the following year.

### BY-LAW 2 - MEMBERSHIP

Further to Article 3 of the Teachers' Unit Constitution.

2.1 Members who have retired from teaching, and in the opinion of the Teachers' Council have rendered meritorious services to OSSTF, may be recommended to the Provincial Executive for Honourary Associate Membership.

2.2 Honourary Associate Members shall be entitled to receive routine information and official communications at the discretion of the Teachers' Council.

2.3 Honourary Associate Members may be invited to Unit Meetings.

### BY-LAW 3 - AWARDS, SCHOLARSHIPS AND FINANCIAL CONTRIBUTIONS

3.1 A special Award of Merit may be conferred by the Teachers' Unit of District 21 upon any person who has made a vital contribution to education or the teaching profession.

3.2 Scholarships and other awards may be created and awarded in the following manner:

3.2.1 Terms of reference shall be determined by the Teachers' Council.

3.2.2 The rationale and procedures for awards, scholarships and financial contributions by the Unit shall be appended to the By-Laws of the Unit.

3.2.3 Scholarships and awards shall be administered by the Unit Executive in accordance with the monies provided by the Unit Annual Meeting.

### BY-LAW 4 - ELECTIONS, APPOINTMENTS

#### 4.1 Offices

4.1.1 Any Unit Member is eligible to hold any Federation appointment or elective office at the Unit level.

4.1.2 Any Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of his/her predecessor.

4.1.3 Election to the following offices shall take place at the Unit Annual Meeting in the following order:

4.1.3.1 President

4.1.3.2 1<sup>st</sup> Vice-President

- 4.1.3.3 Chief Negotiator
- 4.1.3.4 2<sup>nd</sup> Vice-President
- 4.1.3.5 Provincial Councillor
- 4.1.3.6 Secretary
- 4.1.3.7 Treasurer
- 4.1.3.8 Communications Officer
- 4.1.3.9 Educational Services Officer
- 4.1.3.10 Political Action Officer
- 4.1.3.11 Status of Women Officer

4.1.4 A Member may hold only one position on the Unit Executive during a term of office.

4.1.5 Election of the Human Rights Officer shall take place at the June meeting of the Teachers' Council.

4.1.6 The following officers shall be elected annually at the September meeting of the respective Unit Standing Committee:

- 4.1.6.1 Collective Bargaining Committee Vice-Chairperson
- 4.1.6.2 Communications/Excellence in Education Committee Vice-Chairperson
- 4.1.6.3 Educational Services Committee Vice-Chairperson

4.1.7 Branch Executive representatives shall be elected annually from the Branch Members prior to the June Teachers' Council meeting and take office on July 1 of that year.

4.1.7.1 No Member of a Branch may represent the Branch in more than 2 capacities without obtaining the prior permission of the Teachers' Council.

4.1.8 Delegates to the Provincial Assembly shall be elected annually at the November meeting of the Teacher's Council and take office immediately.

4.1.9 **Provincial Offices**

Nomination of a Member to any Provincial OSSTF Executive or OTF Office shall be subject to approval of each Unit Council as outlined in the District Constitution and By-Laws.

4.2 **Term of Office**

4.2.1 The term of office for all Teachers' Unit Executive and Teachers' Council positions except those otherwise specified shall be one year, from July 1 to June 30.

4.2.2 The term of office for the Provincial Councillor shall be two years.

**BY-LAW 4 - ELECTIONS, APPOINTMENTS**

4.3 **Vacancies**

4.3.1 In the event that the Office of the Unit President becomes vacant, the Unit Executive shall immediately appoint the Unit Vice-President as Acting Unit President.

4.3.2 In the event that a vacancy occurs in any Office filled at the Unit Annual

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Meeting or at a Teachers' Council Meeting, the Unit Executive shall immediately seek and recommend candidates to Teachers' Council for filling the vacancy.

4.3.3 With approval of Teachers' Council, an Alternate may take the place of a Branch representative to Teachers' Council at any given Council meeting, and shall retain all rights and privileges of the Branch representative.

**4.4 Nominations**

4.4.1 Nominations for Unit Executive offices and Provincial Councillor may be submitted in writing to the Unit Secretary:

4.4.1.1 not later than twenty one (21) days prior to the Unit Annual Meeting by a Branch, approved by a duly constituted Branch Meeting, for inclusion in on-time information.

4.4.1.2 from the floor of the Unit Annual Meeting, provided the nomination is signed by five members of the Unit representing at least three Branches.

4.4.2 Nominees for Unit Executive offices and Provincial Councillor shall have the opportunity to address the Unit Annual Meeting for a period not to exceed five (5) minutes.

4.4.3 Nominations for delegates to the Provincial Assembly, moved and seconded by members of Teachers' Council, may be submitted in writing to the Unit Secretary prior to or at the November Teachers' Council meeting.

4.4.3.1 Nominees for delegates to the Provincial Assembly shall have the opportunity to address the November Teachers' Council Meeting for a period not to exceed two (2) minutes.

**4.5 Balloting**

4.5.1 All elections shall be by secret ballot.

4.5.2 The election of all officers shall be by a majority vote of those qualified to vote, present and voting.

4.5.2.1 In the case of more than two candidates for any of the Unit elected offices, and failing a majority for any candidate on the first ballot, the candidate with the lowest number of votes shall be dropped from the succeeding ballots until a majority is reached.

4.5.3 Election of delegates and alternates to the Provincial Assembly are assigned from those Members who gain the highest vote on the first ballot at the November Teachers' Council Meeting.

4.5.3.1 In the case of a tie for the final delegate's or alternate's position a run-off election will be held immediately following the release of the first ballot results.

**BY-LAW 5 - CONVENING OF MEETINGS**

**5.1 Unit Meetings**

5.1.1 The Unit Annual Meeting shall be held by the end of April at a time and

place established by Teachers' Council.

5.1.2 On written request, the Unit Executive, Teachers' Council or 25 Members may direct the Unit President to call a Unit meeting.

5.1.2.1 All Branches must be given one-week notice in writing identifying the purpose of the Unit meeting.

5.1.3 Prior to the Membership voting to accept or reject any contract offer on salary, conditions of work, fringe benefits, or any other matters under negotiation with the Board, the Unit President shall call a Unit Meeting, at which the Negotiating Committee shall present the contract offer.

## **5.2 Teachers' Council Meetings**

5.2.1 Teachers' Council shall meet not less than once a month from September to June inclusive:

5.2.1.1 at the call of the Unit President

5.2.1.2 upon written request of the Unit Executive or 5 members of the Teachers' Council

## **5.3 Unit Executive Meetings**

5.3.1 The Unit Executive shall meet prior to all Teachers' Council Meetings, not less than once a month from September to June inclusive:

5.3.1.1 at the call of the Unit President

5.3.1.2 upon written request of two Unit Executive members

## **5.4 Unit Committee Meetings**

5.4.1 A Unit Committee shall meet at such time as the Committee Chairperson, the Unit Executive or the Teachers' Council shall direct, or upon the written request of five members of that Standing committee, or of two members of that Ad-Hoc Committee.

## **5.5 Branch Meetings**

5.5.1 The Branch membership shall meet at the call of the Branch Staff Representative or on the written request of ten (10) Members of the Branch.

## **5.6 Meetings of Delegates to the Provincial Assembly**

5.6.1 The Delegates and Alternates shall meet as required prior to AMPA, as is necessary, for the efficient conduct of its business, or at the request of the Delegation Chairperson (Provincial Councillor).

## **BY-LAW 6 - QUORUM**

A quorum for OSSTF District 21 (Hamilton-Wentworth) meetings shall be:

6.1 Unit meetings: a ratio of 1 representative for every 10 members or portion thereof

6.2 Teachers' Council meetings: 50% of the Members of Council

6.3 Unit Executive meetings: 50% of the Members of Executive

6.4 Committee meetings: 50% of the voting Members of the Committee

6.5 Branch meetings: 50% of the Members of the Branch.

### **BY-LAW 7 - PROCEDURES FOR MEETINGS**

7.1 The Rules of Order of OSSTF are the parliamentary authority for OSSTF District 21 (Hamilton-Wentworth) meetings.

7.2 Motions shall be presented to the Secretary in writing at the Teachers' Council, Unit Executive and Unit Annual Meetings.

7.3 The Unit Annual Meeting will consider the following business:

- appointment of scrutineers, steering committee, credentials committee and any other temporary committees
- adoption of the agenda
- minutes of the previous meeting and business arising therefrom
- action items
- election of officers
- report of the Treasurer and business arising therefrom
- appointment of auditors
- communications and business arising therefrom
- reports of officers and committee chairpersons
- reports from OSSTF Provincial Office
- amendments to the constitution
- new business

### **BY-LAW 8 - FINANCE**

8.1 The Teachers' Council may open accounts and sign whatever documents are required for that purpose with any legally recognized financial institution in Canada, located in the Province of Ontario.

8.2 All vouchers for expenditures shall bear the signature of the Treasurer and either the President and/or Committee Chairperson.

8.3 An auditor shall be appointed at the Unit Annual Meeting. The auditor's report shall be circulated to all members of the Teachers' Council.

8.4 Each Standing Committee chairperson shall submit an itemized budget to the

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June Teachers' Council meeting. No cheque may be made to a committee budget unless prior approval has been obtained from the Teachers' Council.

8.5 The Treasurer shall prepare an interim budget for presentation to the June meeting of the Teachers' Council.

8.6 The final budget shall be approved at the September Teachers' Council meeting.

8.7 No change may be made in the budget approved by the Teachers' Council without prior approval by a two-thirds majority vote of the Teachers' Council.

8.8 Authorized expenditures may be approved by the Treasurer when the Committee Chairperson has submitted a statement for each expenditure.

8.9 A Unit Reserve Fund shall be established and administered by Teachers' Council.

8.9.1 Objects of the Unit Reserve Fund are:

1. to provide for funds not allocated in the annual Unit Budget.
- (b) to provide investment income for the Unit.

8.9.2 The Unit Reserve Fund consists of such funds declared surplus by the Finance Committee as approved by the Teachers' Council.

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

8.9.4 Expenditures from the Unit Reserve Fund must be authorized by Teachers' Council . Recommendations for withdrawals from the Unit Reserve Fund will be made by the Finance Committee.

8.9.5 The Unit Treasurer shall report monthly on the administration of the Fund to the Teachers' Council and Unit Executive.

**BY-LAW 9 - DUTIES OF THE UNIT ORGANIZATION**

9.1 **Unit Executive**

The prime function of the Unit Executive shall be to translate policy into effective administrative action. The Unit Executive shall act in the name of the Teachers' Unit of OSSTF District 21 (Hamilton-Wentworth) between meetings of the Teachers' Council.

9.2 It shall be the duty of the Unit Executive:

9.2.xx to recommend to Teachers' Council the appointment of the Unit Benefits Officer and Health and Safety Officer.

9.2.1 to meet before all Teachers' Council Meetings in accordance with By-Law 5.3

9.2.2 to report to the Membership at Unit Meetings

9.2.3 to fill vacancies in Unit Federation offices during the fiscal year in

accordance with By-Law 4.3

9.2.4 to determine whether any Unit grievances shall be filed for arbitration

9.2.5 to designate a time for a ratification vote of a collective agreement with the Hamilton-Wentworth District School Board

9.2.5.1 within forty-eight hours of the information meeting for all Members.

9.2.5.2 Voting shall take place in the individual Branches.

9.2.5.3 Votes will be counted, collectively, in a central location.

### 9.3 Teachers' Council

The Teachers' Council will act as a policy-making body between Annual Meetings, reporting for ratification on its actions to the Unit Annual Meetings.

9.4 It shall be the duty of the Teachers' Council:

9.4.1 to decide on all business affecting the Unit

9.4.2 to instruct the Provincial Councillor and Delegates on matters to come before the Provincial Council and Provincial Assembly

9.4.3 to discuss and vote on the District Budget and Unit Budget

9.4.4 to elect a successor to complete the unexpired term of any Officer elected or appointed at the Unit Annual Meeting or June Teachers' Council Meeting.

9.4.5 to meet in accordance with By-Law 5.2

9.4.6 to appoint at the Board's request and at Teachers' Council's discretion, Members to serve on Board Committees

9.4.7 annually at the October Teachers' Council Meeting, to appoint a Unit Finance Committee and Unit Negotiating Committee

9.4.8 to instruct the Treasurer in the administration of the Unit Reserve Fund

9.4.9 to approve the nomination of a Member of the Unit to any Provincial OSSTF Executive or OTF Office

9.4.10 annually at the June Council meeting, to appoint three Trustees to the Harry Paikin District 21 Student Benevolent Fund Committee.

9.4.11 when necessary at Teachers' Council meetings, to approve Alternates for Branch representatives

9.4.12 annually at the November Teachers' Council meeting, to elect Unit Delegates to the Provincial Assembly of OSSTF for the following year

9.4.13 deal with policy and action motions referred by the Unit Annual Meeting

9.4.14 to hear appeals from members when the Grievance Committee has decided not to proceed on behalf of District 21 (Hamilton-Wentworth) with complaints and alleged violations of the Collective Agreement.

9.4.15 to discuss and recommend to the Teachers' Unit Annual General Meeting the Annual Unit Levy

9.4.16 annually at the October Council meeting to appoint a Unit Student Achievement Awards in Honour of Marion Drysdale Awards Selection Committee

and a Unit Walter Lunn and Walter Clarke Awards Selection Committee.

9.4.17 to ratify the appointment of the Unit Benefits Officer and Health and Safety Officer, as recommended by the Unit Executive, at the June meeting of Council.

## **9.5 Unit Standing Committees**

### **9.5.1 Unit Collective Bargaining Committee**

The purpose of this committee shall be to conduct, on behalf of the Teachers' Unit of District 21 (Hamilton-Wentworth), all collective negotiations between the Unit and the Hamilton-Wentworth District School Board in respect of any terms or conditions of employment in accordance with the Labour Relations Act.

9.5.1.1 It shall be the duty of the Collective Bargaining Committee Branch Representatives:

9.5.1.1.1 to attend all CBC Meetings

9.5.1.1.2 to assist the CBC Chairperson in the research and preparation of the Negotiating Brief

9.5.1.1.3 to make recommendations regarding proposed amendments to the Collective Agreement

9.5.1.1.4 to act as resource personnel at the Branch with respect to all matters affecting Collective Bargaining

9.5.1.1.5 to act as liaison between the Branches and the CBC Chairperson

9.5.1.1.6 to encourage and administer CBC activities at the Branch

9.5.1.1.7 to elect a Vice-Chairperson at the September CBC meeting

9.5.1.1.8 to elect two CBC members to the Unit Negotiating Committee subject to ratification at the October Teachers' Council Meeting.

### **9.5.2 Unit Communications/Excellence in Education Committee**

It shall be the duty of the Unit Communications/Excellence in Education Branch Representatives:

9.5.2.1 to attend all C/E in E meetings

9.5.2.2 to assist the C/E in E Chairperson in the formation of all Unit C/E in E policy

9.5.2.3 to assist the C/E in E Chairperson in the implementation of all Unit C/E in E activities

9.5.2.4 to act as liaison on all C/E in E matters between the Branches and the C/E in E activities

9.5.2.5 to encourage C/E in E activities at the Branch

9.5.2.5 to elect a Vice-Chairperson at the September C/E in E meeting.

### **9.5.3 Unit Educational Services Committee**

It shall be the duty of the Unit Educational Services Committee Branch Representatives:

- 9.5.3.1 to attend all ES Meetings
- 9.5.3.2 to assist the ES Officer in the formation of all Unit ES policy
- 9.5.3.3 to assist the ES Officer in the implementation of all Unit ES activities
- 9.5.3.4 to act as liaison on all ES matters between the Branches and the ES Officer
- 9.5.3.5 to encourage ES activities at the Branch
- 9.5.3.6 to elect a Vice-Chairperson at the September ES meeting.

## **9.6 Unit Ad-Hoc Committees**

### **9.6.1 Unit Benefits Information Committee**

It shall be the duty of the Unit Benefits Information Committee Branch Representatives:

- 9.6.1.1 to attend all Unit Benefits Information Committee meetings
- 9.6.1.2 to assist the Benefits Information Officer in the implementation of all Unit benefits information activities
- 9.6.1.3 to act as liaison on benefits information matters between the Branches and the Benefits Information Officer.

### **9.6.2 Unit Finance Committee**

It shall be the duty of the Unit Finance Committee:

- 9.6.2.1 to recommend an annual Unit Budget to the Unit Executive and Teachers' Council at the September Meeting
- 9.6.2.2 from time to time during the fiscal year to recommend alterations in the annual Budget as circumstances dictate
- 9.6.2.3 to review from time to time during the fiscal year all Unit funds, accounts, and other fiscal matters, and to make recommendations thereto to the Unit Executive and Teachers' Council.
- 9.6.2.4 to recommend to the Unit Executive and Teachers' Unit Council the Annual Unit Levy.

### **9.6.3 Unit Grievance Committee**

It shall be the duty of the Unit Grievance Committee:

- 9.6.3.1 to advise the Unit Grievance Officer as to the disposition of alleged grievances
- 9.6.3.2 to provide an administrative mechanism with the capacity to act on instances of contract violations
- 9.6.3.3 to provide procedures by which individual members or the Teachers' Council may file grievances with the Board
- 9.6.3.4 to investigate complaints and alleged violations of the agreements and to decide whether to proceed on behalf of District 21 (Hamilton-Wentworth) with a complaint or alleged violation
- 9.6.3.5 to liaise with Teachers' Council and the Collective Bargaining Committee (CBC) to ensure that problems arising from contract language are identified and to recommend to the CBC future courses of action arising from

complaints or alleged violations.

**9.6.4 Unit Negotiating Committee**

It shall be the duty of the Unit Negotiating Committee:

9.6.4.1 to bargain in good faith with the Board on behalf of the Unit and in accordance with the Labour Relations Act

9.6.4.2 to present all items passed by the CBC to the Board for inclusion in the contractual agreement and in emergencies to act as a policy-making body, reporting to the CBC for ratification of any action undertaken

9.6.4.3 to present the Board Contract offer to the Unit prior to a Membership vote to accept or reject the Contract offer.

**9.7 Delegates to the Provincial Assembly**

It shall be the duty of delegates to the Provincial Assembly:

9.7.1 to make recommendations to the February Unit Executive and Teachers' Council Meetings concerning the Unit's involvement in the Provincial Assembly

9.7.2 to represent the Unit fairly and efficiently at the Provincial Assembly.

**BY-LAW 10 - DUTIES OF OFFICERS**

**10.1 Unit President**

It shall be the duty of the Unit President:

10.1.1 to preside over all meetings of the Unit Executive, Teachers' Council, and all special meetings of the membership

10.1.2 to be an ex-officio member of all Unit Committees and to maintain contact with all aspects of Federation activities in the Unit

10.1.3 to act as spokesperson for all Members of the Unit

10.1.4 to act as a public relations ambassador for the Members

10.1.5 in emergencies, to make decisions on behalf of the membership subject to later ratification by Teachers' Council

10.1.6 in the event of a vacancy on the Unit Executive, to ensure that all vital functions of that office are continued on an interim basis until Teachers' Council fills that vacancy

10.1.7 to sit as a member of the Unit Negotiating Committee

10.1.8 to sit as a member of the Unit Finance Committee

10.1.9 to assume responsibility for the efficient management of the Unit Office

10.1.10 to call and arrange the meetings of the Unit, the Teachers' Council and the Unit Executive

10.1.11 to report to the Unit Annual Meeting

10.1.12 to be a Signing Officer for Unit vouchers

10.1.13 to ensure the Unit monitors Board/Committee meetings and provides representatives when requested

10.1.14 to sit as a member of the District Co-ordinating Committee

- 10.1.15 to carry out such other duties as may be assigned by the Teachers' Council.
- 10.1.16 to administer the District Anti-Harassment Policy as it applies to the Teachers' Unit.

## 10.2 Unit 1<sup>st</sup> Vice-President

It shall be the duty of the Unit 1<sup>st</sup> Vice-President:

- 10.2.1 to perform the duties of the Unit President in his/her absence or at his/her request
- 10.2.2 to assist the Unit President in carrying out functions especially those of communication and facilitation
- 10.2.3 to report to the Unit Annual Meeting
- 10.2.4 to perform such other duties as assigned by the Unit President.

## 10.3 Unit Secretary

It shall be the duty of the Unit Secretary:

- 10.3.1 to be responsible for the Minutes of all Unit Executive and Teachers' Council Meetings, the Unit Annual Meeting and all other Unit Meetings
- 10.3.2 to ensure that Minutes of all meetings listed in 10.3.1 are printed and distributed to the Unit Executive, Teachers' Council and the Membership as required
- 10.3.3 to assist the President to receive, answer and file correspondence
- 10.3.4 to assume responsibility for maintenance of Unit Records
- 10.3.5 to liaise between the Unit and organizers of the Provincial Assembly
- 10.3.6 to forward representations and recommendations of the Unit to the attention of Provincial OSSTF
- 10.3.7 annually to maintain an updated file of Unit Policy Statements
- 10.3.8 to report to the Unit Annual Meeting
- 10.3.9 annually to file with the General-Secretary of OSSTF a copy of the Unit Constitution and By-Laws
- 10.3.10 to carry out such other duties as may be assigned by the Unit President.

## 10.4 Unit Treasurer

It shall be the duty of the Unit Treasurer:

- 10.4.1 to prepare the annual budget
- 10.4.2 to maintain a complete set of books and accounts
- 10.4.3 to keep the Unit funds in a legally recognized financial institution approved by the Teachers' Council
- 10.4.4 to sign and submit vouchers to pay all authorized accounts
- 10.4.5 to submit a printed financial statement at each Unit Executive and Teachers' Council meeting
- 10.4.6 to assist auditors in the preparation of the Annual Audit and Financial Statements
- 10.4.7 to present audited financial statements to the Unit Annual Meeting

- 10.4.8 to Chair the Unit Finance Committee
- 10.4.9 to caution against unnecessary and wasteful expenditures in the Unit
- 10.4.10 to administer the Unit Levy in accordance with By-Law 11
- 10.4.11 to be a Signing Officer for the Unit vouchers
- 10.4.12 to sit as a member of the District Co-ordinating Committee.

**10.5 Unit Second Vice-President**

It shall be the duty of the Unit Second Vice-President:

- 10.5.1 to chair Teachers' Council
- 10.5.2 to organize and Chair the Unit Annual Meeting
- 10.5.3 to advise the Unit Executive and Teachers' Council
- 10.5.4 to serve on the Unit Finance Committee
- 10.5.5 to perform such other duties as assigned by the Unit Executive.

**10.6 Unit Provincial Councillor**

It shall be the duty of the Unit Provincial Councillor:

- 10.6.1 to represent Unit at all meetings of the Provincial Council
- 10.6.2 to be a member of the Unit Executive and Teachers' Council
- 10.6.3 to receive and forward communications from the Unit Executive and Teachers' Council to the Provincial Council
- 10.6.4 to receive and forward to the Unit Executive and Teachers' Council communications from Provincial Council
- 10.6.5 to act in accordance with instructions given by the Teachers' Council
- 10.6.6 to report to the Unit Annual Meeting
- 10.6.7 to be chairperson of the Unit delegation to the Provincial Assembly of OSSTF
- 10.6.8 to sit as a non-voting member of the District Co-ordinating Committee.

**10.7 Unit Communications Officer**

It shall be the duty of the Unit Communications Officer:

- 10.7.1 to keep the Membership aware of affairs affecting the welfare of the Unit
- 10.7.2 to act as Editor of the Unit publication or publications
- 10.7.3 to liaise with the Unit Standing Committees
- 10.7.4 to report to the Unit Annual Meeting and to the Unit Executive and Teachers' Council
- 10.7.5 to publicize, in consultation with the Harry Paikin District 21 Student Benevolent Fund Committee, the existence and purpose of the Fund
- 10.7.6 to chair the Communications/Excellence in Education Committee
- 10.7.7 to sit on the District Communications Committee
- 10.7.8 to carry out such other duties as may be assigned by the Unit President.

10.8 **Unit Chief Negotiator**

It shall be the duty of the Unit Chief Negotiator:

- 10.8.1 to be responsible for the formulation of negotiating procedures and strategies
- 10.8.2 to meet as required with the representatives of the Board
- 10.8.3 to present all items passed by the CBC to the Board for inclusion in the collective agreement
- 10.8.4 to coordinate preparation of the negotiating brief on behalf of the Teachers' Bargaining Unit of District 21 (Hamilton-Wentworth) membership
- 10.8.5 to negotiate the collective agreement
- 10.8.6 to keep an up-to-date manual of settlements from all OSSTF Districts and/or Divisions
- 10.8.7 to predict future demands for salary, fringe benefits and working conditions
- 10.8.8 to coordinate other research as the Unit Executive and/or CBC may deem necessary
- 10.8.9 to make periodic progress reports on negotiations to the Teachers' Council and to the Membership
- 10.8.10 to make recommendations to Teachers' Council and to the Membership in accordance with By-Law 5.1.3
- 10.8.11 to act as spokesperson in all matters related to the Negotiating Committee for all Members of the Unit
- 10.8.12 to report to the Unit Annual Meeting
- 10.8.13 to sit as a member of the Unit Grievance Committee
- 10.8.14 to act as Education Finance Officer assisting and advising the Unit Collective Bargaining Committee, Negotiating Committee and Teachers' Council, in dealing with educational finances and their impact on school board finances and available resources
- 10.8.15 to sit as a member of the District Co-ordinating Committee
  
- 10.8.16 to assist the Occasional Teachers' Bargaining Unit in matters related to negotiations, as requested.
- 10.8.17 to carry out such other duties as may be assigned by the Unit President.
- 10.8.18 to serve as the Teachers' Unit Grievance Office, with duties outlined in 10.11.

10.9 **Unit Political Action Officer**

It shall be the duty of the Unit Political Action Officer:

- 10.9.1 to be a member of the District Political Action Committee
- 10.9.2 to assist the District Political Action Committee in the implementation of all District political activities
- 10.9.3 to advise and assist the Unit Executive, Teachers' Council and Branches on matters concerning political activity
- 10.9.4 to establish liaison and organize actions with other interest groups to

deal with areas of mutual concerns, subject to prior approval of Teachers' Council

10.9.5 to provide advice, assistance and training programs to Members regarding political action

10.9.6 to foster interest in political action in the Branches

10.9.7 to report to the Teachers' Council

10.9.8 to carry out such other duties as may be assigned by the Unit President.

#### **10.10 Unit Benefits Information Officer**

It shall be the duty of the Unit Benefits Information Officer:

10.10.1 to provide the Membership including new Members with information on all benefits and changes therein

10.10.2 to assist and advise the Unit Collective Bargaining Committee, Negotiating Committee and Teachers' Council when required, in dealing with teacher benefits which have a direct influence upon family and retirement security

10.10.3 to provide benefits information to retiring Members, disabled Members, Members suffering long-term illnesses, and upon the death of a Member, to the Member's survivors

10.10.4 to organize and conduct Unit benefits workshops

10.10.5 to establish ongoing liaison with other Affiliates and Superannuated Teachers of Ontario

10.10.6 to carry out such other duties as may be assigned by the Unit President.

#### **10.11 Unit Grievance Officer**

It shall be the duty of the Unit Grievance Officer:

10.11.1 to chair the Unit Grievance Committee

10.11.2 to investigate all alleged grievances

10.11.3 to inform the Teachers' Council of all grievances

10.11.4 to make recommendations to the Unit Executive regarding the submission of grievances to arbitration

10.11.5 to organize and conduct Unit contract maintenance workshops

10.11.6 to carry out such other duties as may be assigned by the Unit President.

#### **10.12 Unit Health & Safety Officer**

It shall be the duty of the Unit Health & Safety Officer:

10.12.1 to make recommendations to the Unit Executive and Teachers' Council on general matters of health and safety

10.12.2 to advise and assist Members in dealing with health and safety

10.12.3 to sit as a member of the District Health and Safety Committee

10.12.4 to report to Teachers' Council

10.12.5 to carry out such other duties as may be assigned by the Unit

President.

#### **10.13 Unit Status of Women Officer**

It shall be the duty of the Unit Status of Women Officer:

10.13.1 to recommend to the Unit Executive and Teachers' Council research and educational programs designed to promote equality of opportunity with specific reference to women Members.

10.13.2 to recommend to the Unit Executive and Teachers' Council on an annual basis, goals to be achieved in order to implement the OSSTF affirmative action statements, and ways to remove barriers to women's full participation in OSSTF.

10.13.3 to encourage and promote respect for the rights and the diverse needs of all members with respect to their personal and family obligations.

10.13.4 to sit as a member of the District Status of Women Committee

10.13.5 to report to Teachers' Council

10.13.6 to carry out such other duties as may be assigned by the Unit

President.

#### **10.14 Unit Human Rights Officer**

It shall be the duty of the Human Rights Officer:

10.14.1 to be a member of the District Human Rights Committee

10.14.2 to assist the District Human Rights Committee in the implementation of all related District activities.

10.14.3 to advise and assist the Unit Executive, Teachers' Council and Branches on matters concerning Human Rights activity.

10.14.4 to establish liaison and organize actions with other interest groups to deal with areas of mutual concern, subject to prior approval of Teachers' Council.

10.14.5 to provide advice, assistance and training programs to Members regarding Human Rights issues.

10.14.6 to foster interest in Human Rights in the Branches

10.14.7 to report to Teachers' Council

10.14.8 to carry out such duties as may be assigned by the Unit President.

#### **10.15 Members on Board Committees**

It shall be the duty of Members on Board Committees:

10.15.1 to provide open communication between the Unit and the Board Committees

10.15.2 to communicate the policies of the Unit to the other members of the Board Committees.

#### **10.16 Chairpersons of Unit Committees**

It shall be the duty of Chairpersons of Unit Committees:

10.16.1 to convene and direct the work of their Committees in accordance with the instructions of the Unit Executive and Teachers' Council, and in

accordance with the Unit Constitution and By-Laws

10.16.2 to preside over meetings of their respective committees

10.16.3 to present a printed report at each regularly scheduled Teachers' Council meeting

10.16.4 to report to the Unit Annual Meeting.

#### **10.17 Branch President**

It shall be the duty of the Branch President:

10.17.1 to represent the Branch at all Teachers' Council meetings

10.17.2 to report any alleged violations of the collective agreement in the branch, through its Branch Unit Grievance Committee member, to the Unit Grievance Committee and Teachers' Council

10.17.3 to perform such other duties as are assigned by the Unit Executive and Teachers' Council.

10.17.4 to co-ordinate the election of the Branch Executive at their Branch prior to the June meeting of Teachers' Council.

10.17.5 to act as the Branch's School Council Teacher Representative or co-ordinate the selection of their Branch's School Council Teachers Representative by the Branch Executive in September of each year.

#### **10.18 Unit Immediate Past President (1 year)**

It shall be the duty of the Unit Immediate Past President:

10.18.1 to advise the Unit Executive and Council

#### **10.19 Branch Executive**

10.19.1 It shall be the duty of the Branch Executive:

10.19.2 to assist the Branch President as required by the Unit Executive and Teachers' Council

### **BY-LAW 11 - UNIT LEVY AND FEDERATION LEAVE OF ABSENCE**

11.1 The per/pay amount of a Unit Levy shall be determined each year by Teachers' Council subject to approval of the Unit Annual Meeting for:

- the salary
- fringe benefits
- headship allowance
- summer hours (pay not to exceed 100 hours paid at the Summer School rate) of Unit Officers granted Leave of Absence for Federation

duties pursuant to the collective agreement.

11.1.1 At the discretion of Teachers' Unit Council, additional funds may be added to the Unit Levy Account.

11.2 For each Member the levy shall be payable pursuant to the appropriate article of the collective agreement.

11.2.1 Each Education Act Member shall pay the maximum amount per pay as determined by the Unit Annual Meeting.

11.3 The leave of absence for Federation duties between July 1 and June 30 of each year pursuant to the collective agreement will be granted to the following Executive members:

11.3.1 the Unit President

11.3.2 the Unit 1<sup>st</sup> Vice-President

11.3.3 the Unit Chief Negotiator

11.3.4 In the event that teacher and occasional teacher negotiations are conducted separately, as per the time release provisions in the Occasional Teachers' Collective Agreement and with the approval of the Unit President and Unit Council

11.4 The **Unit Treasurer** shall:

11.4.1 place all levy payments into a designated Unit Levy account

11.4.2 apply the operating surplus remaining in the Unit Levy account towards the next year's needs

11.4.3 report on the administration of the Unit Levy account at each regularly scheduled Teachers' Council meeting.

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

**2009 - 2010**

**TEACHERS' UNIT  
CONSTITUTION & BY-LAWS**

**SEPT, 2009**