

**DRAFT**

**BY-LAWS & PROCEDURES**

**THE ONTARIO ENGLISH CATHOLIC  
TEACHERS' ASSOCIATION**

**TORONTO SECONDARY TEACHERS'  
BARGAINING UNIT**

**AMENDED MAY 2017**

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# 1. BY-LAWS

## ARTICLE I – GENERAL

- 1.1.1 The name of the bargaining unit shall be the Ontario English Catholic Teachers' Association Toronto Secondary Teacher Bargaining Unit, hereinafter known as the bargaining unit.
- 1.1.2 The definition of the bargaining unit shall be as defined in the Association Handbook By-laws 2.71 (reference based on 2007-2008 Handbook).
- 1.1.3 The bargaining unit membership shall include teachers in the secondary panel of the Toronto Catholic District School Board (TCDSB).
- 1.1.4 Robert's Rules of Order shall be used at all bargaining unit meetings where they are not inconsistent with the Association Handbook and bargaining unit by-laws, or any special rules of order the bargaining unit may adopt.
- 1.1.5 The bargaining unit by-laws must be consistent with the Association Handbook and cannot contravene its constitution, by-laws, procedures or policies.

## ARTICLE II – BARGAINING UNIT ORGANIZATION

### Section 1 – Bargaining Unit Executive

- 1.2.1.1 As per the Association By-laws 2.72.1, the executive of the bargaining unit shall be composed of a minimum of a President, a secretary and a treasurer.
- 1.2.1.2 The executive of the bargaining unit shall be the President, immediate past President, first Vice-President, second Vice-President, third Vice-President, treasurer, recording secretary and three Councillors; the positions shall be held by those persons elected to hold the same positions on the executive of the Toronto Secondary Unit (TSU) Executive, excepting only persons who are not members of this bargaining unit.
- 1.2.1.3 **If the immediate Past President is not available, the Executive may invite the most immediate available past President to serve on the executive. The Executive vote to appoint the most immediate Past President must carry with at least a two thirds majority.**
- 1.2.1.4 In the event that the President, secretary and/or treasurer of the TSU executive are not members of this bargaining unit, an election shall be held for these positions only, at the annual general meeting of the bargaining unit or within 25 school instructional days of a vacancy occurring.

**1.2.1.5** Beginning with the 2016 UAGM executive elections, the term of office for the President, first Vice-President and second Vice-President shall be for two (2) years and until each of their successors is elected.

**1.2.1.6** The term of office for the Treasurer shall be for two (2) years, elected in alternate cycle to the election of the President.

**1.2.1.7** The term of all other executive members shall be for one year.

## **Section 2 – Duties of the Bargaining Unit Executive**

- 1.2.2.1** The duties of the bargaining unit executive shall be as defined in the Association Handbook By-laws 2.74 (reference based on the 2007-2008 Handbook) and:
- a) to hold general meetings each year as required and to set the agenda for such;
  - b) to hold executive meetings prior to each general meeting each year and as required;
  - c) That the Executive elect may approve the committee and committee chairs for which they are responsible in their coming year of service;
  - d) to appoint and dissolve a negotiating team as per the Association Handbook;
  - e) to appoint a grievance officer;
  - f) to appoint a Joint Health and Safety officer;
  - g) to appoint the Joint Occupational Health and Safety Committee/ Designated Worker(s);
  - h) to maintain a list of Occasional Designated Worker Members to be trained and gain experience while supporting the work of the Designated Worker Member;
  - i) to appoint Joint Committee Members and other official representatives to Board/Management committees pertaining to the Bargaining Unit and Collective Agreement;
  - j) to name a representative(s), who will report to the executive, to attend school board meetings/committees, whenever it is deemed necessary;
  - k) to receive committee reports and take whatever action it deems necessary;
  - l) to present the budget and financial statements to the membership each year;
  - m) to notify the school board of the results of the ratification vote;
  - n) to censure any executive member who fails to attend two (2) consecutive meetings;
  - o) to receive and approve all finances.

## **Section 3 – Duties of Bargaining Unit Executive Officers**

- 1.2.3.1** President
- a) to be the official spokesperson for all collective bargaining matters;
  - b) to ensure that a minutes book be kept for all financial motions for audit;
  - c) to set the agenda for executive meetings;
  - d) to chair executive meeting or designate an executive member to chair the executive meeting.

- 1.2.3.2 Secretary
- a) to take the minutes of bargaining unit meetings, noting especially motions carried, with mover and seconder;
  - b) to send to the general secretary, a copy of notices and approved minutes of bargaining unit meetings.
- 1.2.3.3 Treasurer
- a) to work with the Toronto Secondary Unit treasurer;
  - b) to prepare the bargaining unit budget;
  - c) to present a financial statement at executive meetings;
  - d) to prepare motions for executive meetings for expenditure approvals;
  - e) to assist committees in developing their budgets;
  - f) to present the bargaining unit budget for approval, to the membership at the budget meeting;
  - g) to allow for a carryover of funds for Collective Bargaining.
- 1.2.3.4 Vice-Presidents
- a) to substitute for the President, in order of rank, when the President is absent;
  - b) to assist the President in all local matters;
  - c) to administer and maintain confidential files in all grievances, if designated;
  - d) to supervise and co-ordinate all Bargaining Unit publications and all electronic and social media communication.
- 1.2.3.5 Councillors
- a) to assist the executive in its duties.
- 1.2.3.6 Past President
- a) to assist the executive in all levels;
  - b) to be a member of the nominating committee;
  - c) to ensure that the by-laws of the bargaining unit are followed and to recommend amendments.
- 1.2.3.7 Service by the Release Officers
- a) The President
    - i) Subject to pertinent articles of the Collective Agreement, the President shall be a full -time President;
    - ii) a. If the bargaining unit President is also the President of the Toronto Secondary Unit, the President's salary and benefits shall be 125 percent of a member's salary on the grid at A4 maximum as per the Collective Agreement between the Toronto Secondary Teachers' Bargaining Unit and the TCDSB.
      - b. If the bargaining unit President is not a member of the executive of the Toronto Secondary Unit, the President's salary and benefits shall be 110 percent of a member's salary on the grid at A4 maximum as per the

Collective Agreement between the Toronto Secondary Teachers' Bargaining Unit and the TCDSB.

- b) Other Release Officers
  - i) a. If the President is a member of the Toronto Secondary Unit Executive, the next two highest ranking officers of the bargaining unit will be release officers.
    - b. The highest ranking officer will be a full-time release officer; salary and benefits shall be 110 percent of a member's salary on the grid at A4 maximum as per the Collective Agreement between the Toronto Secondary Teachers' Bargaining Unit and the TCDSB.
    - c. The second highest ranking officer shall be released from teaching duties full time. The salary and benefits shall be 110% of the salary the member would be entitled to, if employed as a teacher under the Collective Agreement between the Toronto Secondary Teachers' Bargaining Unit and TCDSB.
  - ii) a. If the President is not a member of the Toronto Secondary Unit Executive, the next highest ranking officer of the Bargaining Unit will be released from duties for a percentage of time, to be determined by the Executive and brought to the attention of members in the initial memo regarding the Unit Annual General Meeting. The salary shall be that which the member would be entitled to, if employed as a teacher under the Collective Agreement between the Toronto Secondary Teachers' Bargaining Unit and TCDSB.
- c) Any difference between salary and benefits paid by the Board and that to which a release officer is entitled according to the above, shall be paid by the Bargaining Unit. The manner of payment must be agreeable to all parties concerned and shall be adopted by formal resolution at the joint meeting of the out-going and in-coming executive.
- d) No Bargaining Unit Release Officer will be paid by the TCDSB during the period of a bargaining unit strike.

1.2.3.8 Designated Worker Members

- a) The duties of the Designated Worker Members shall be:
  - i) to maintain the Bargaining Unit's records on Occupational Health and Safety;
  - ii) to maintain the minutes of the Joint Health and Safety Committee;
  - iii) to keep the Bargaining Unit executive fully informed of all issues related to Health and Safety and the workplace environment;
  - iv) to work with the Bargaining Unit, Association and Counsel in the preparation of appeals of violations of the Occupational Health and Safety Act;
  - v) to inspect the workplaces and maintain the inspection records at the TSU Bargaining Unit office.
- b) Joint Health and Safety Appointee(s)/Designated Worker Members shall be:

- i) a statutory member of the Bargaining Unit in good standing;
- ii) qualified under the Occupational Health and Safety Act and Regulations ;
- iii) a member of the Local Health and Safety Committee;
- iv) a resource to the Joint Occupational Health and Safety Committee in fulfilling its duties under the Act and the Collective Agreement.
- v) Beginning in school year 2017-2018, the Designated Worker Member cannot be a member of the local TSU executive or Bargaining Unit executive.

c) Replacement Designated Worker Members:

- i) the TSU-BU Executive shall maintain a list of qualified Bargaining Unit members for occasional replacement of the Designated Worker Members.

1.2.3.9 No individual may serve in more than one Release Officer capacity as described above at any one time.

**Section 4 – Bargaining Unit General Meetings**

1.2.4.1 Notice of meeting and the major agenda items shall be sent to the membership at least ten (10) days prior to the meeting date, except in the case of ratification or emergency meetings.

1.2.4.2 When the meeting has been called to order, the chairperson shall announce the number of members present. A quorum shall consist of the next whole number above 50% of the members present and eligible to vote.

1.2.4.3 The executive may appoint a steering committee and a speaker for all general meetings. The duty of such a committee shall be to assist the speaker in bringing forward motions and new business.

- 1.2.4.4
- a) At least one (1) bargaining unit general meeting shall be held annually for the election (if necessary) of the bargaining unit executive, the amendment of the by-laws, the discussion of reports and the approval of a budget.
  - b) Two (2) other bargaining unit general meetings may be held annually:
    - i) for endorsement of bargaining objectives and reports from the collective bargaining and grievance committees;
    - ii) for ratification of a tentative agreement with direction from the Provincial Collective Bargaining field representative;
    - iii) for any other purposes, as deemed necessary, by the executive.

1.2.4.5 The Budget Meeting

- a) The budget meeting shall take place by October 31 of each year.
- b) An initial memo shall be distributed to (brought to the attention of) all members at least five (5) weeks prior to the budget meeting which shall include the following:

- i) The date, time and location of the budget meeting;
- ii) Requests for resolutions regarding financial matters to be submitted at least three (3) weeks prior to the budget meeting;
- iii) Notification that all requests for funds for specific activities must be submitted at least three (3) weeks prior to the budget meeting;
- iv) Notification that:
  - a. Only the resolutions and requests for funds submitted on time by members shall be included in the final memo;
  - b. Notwithstanding a. above the executive resolutions and budget proposals shall be included in the final memo;
  - c. Resolutions and requests for funds not included in the final memo shall not be in order at the budget meeting.
- c) A final memo shall be distributed to (brought to the attention of) all members at least one (1) week prior to the budget meeting and shall include the following:
  - i) The date, time and location of the budget meeting;
  - ii) Two (2) copies of the proposed budget;
  - iii) Any resolutions regarding financial matters to be considered;
  - iv) Any requests for funds made by a member or members;
  - vi) Two (2) copies of the audited financial statement of the preceding fiscal year;
  - vii) Draft minutes of previous budget meeting;
- d) The duties of the budget meeting shall be:
  - i) To ratify a proposed balanced budget for the current fiscal year;
  - ii) To determine/ratify the amount of any proposed levy and the manner in which such proposed levy shall be collected/refunded unless otherwise stipulated in the Collective Agreement;
  - iii) To approve the audited financial statement;
  - iv) To discuss any other financial matters as they relate to the Unit.

## **Section 5 – Bargaining Unit Committees**

1.2.5.1 The following standing committees shall be appointed by the executive annually:

- a) Awards**
- b) Grievance
- c) Health and Safety
- d) Joint Committees
- e) Labour Liaison / Corporate Responsibility
- f) Legislation
- g) Local Collective Bargaining Committee
- h) Local Collective Bargaining Advisory Committee
- i) Political Advisory
- j) Special Education
- k) Professional Development Fund
- l) Related Work Experience**



- 1.2.5.2 The Grievance Committee shall consist of the President, the Grievance Officer, members of the executive who wish to join and up to five members at large.
- 1.2.5.3 The executive shall appoint bargaining unit members to committees which meet jointly with the TCDSB.
- 1.2.5.4 Committees will be appointed by the BU executive in early July for the forthcoming school year. Where circumstances warrant it, additional members may be appointed to replace retirees or to accommodate new TSU members, to assist the committee and Unit in their work.
- 1.2.5.5 All committee applicants will receive notification of the results of their application immediately following the executive appointment. Successful applicants will have to sign and return formal acceptance of their appointment and the confidentiality agreement to the TSU office, with updated contact information, no later than the Friday following the beginning of the school year.

## **Section 6 – Duties of Bargaining Unit Committees**

### **1.2.6.1 Awards**

- a) To promote through the TSU Newsletter and through the Teacher Representatives at Teacher Representatives' Meetings the awards given by the Toronto Secondary Unit. Such promotions to be placed in the first issue of the newsletter at the start of each academic year and also in subsequent issues as warranted.**
- b) To review at the beginning of each academic year, the criteria for the respective awards and to recommend any changes as necessary, to the Executive of the TSU for approval.**
- c) To cause to be distributed at each school or campus site, nomination forms and relevant information about each Award either in the form of posters or other highly visible means of display on Staffroom Notice Boards.**
- d) To review the applications of all nominations and recommend recipients to the Executive prior to its meeting in April of each academic year.**
- e) To convey the decision of the TSU Executive to each nominator no later than the first week of May of each academic year and to discuss an appropriate gift with the nominators of the successful candidate.**
- f) To ensure that suitable recognition be given to the recipients of the Awards in a subsequent issue of the unit newsletter and that the names of each year's recipient be engraved on a plaque which will be placed on permanent display in the TSU office.**
- g) Any member of the committee will excuse themselves from the committee if they find themselves as a nominator or seconder for a TSU award.**

#### 1.2.6.2 Grievance Committee

- a) to function in accordance with the Collective Agreement;
- b) to aid members by counselling and to assist members in grievance procedures, as needed;
- c) to conduct surveys and request input from members regarding contract observance in order to monitor the Collective Agreement;
- d) to hold in-services for TSU Association Representatives and/or other interested TSU members concerning the administration of the Collective Agreement.
- e) to meet as needed;
- f) to assist the President and the Grievance Officer with the research required in preparing for a grievance;
- g) to report to the membership by means of a newsletter, the number, status and contractual issues of ongoing grievances and where possible, a summary of all settlements in accordance with the follow principles:
  - i) that all grievances be undertaken with the understanding of the “preferred option” of publishing the details for the benefit of the membership.
  - ii) that with the initiation of a grievance, a summary of the substantive issues of the grievance be published in a newsletter with the understanding that the summary may be generic, partially generic or specific according to the professional discretion of the Grievance Committee.
  - iii) that the committee publish in a newsletter, a statistical summary of all grievances outstanding, initiated, dropped, resolved and arbitrated as of September of the current school year.
  - iv) that in the case of grievances which have been arbitrated or otherwise resolved, that the Grievance Committee publish a summary of the judgment in the next edition of a newsletter and that it be understood that this summary may be generic, partially generic or specific according to the professional discretion of the Grievance Officers Committee.

#### 1.2.6.3 Health and Safety

- a) to receive Joint Occupational Health and Safety Committee minutes and to review and make recommendations concerning these;
- b) to hold in-services for TSU teacher reps and other interested TSU members;
- c) to educate and report to members;
- d) to attend regional In-service and Training and other conferences and workshops when possible.

#### 1.2.6.4 Joint Committees

Committees which meet jointly with the TCDSB shall function in accordance with the Collective Agreement.

#### 1.2.6.5 Labour Liaison / Corporate Responsibility

- a) to build solidarity with other organizations bargaining collectively;

- b) to represent the bargaining unit on the Toronto and York Region Labour Council (TYRLC);
- c) to represent the bargaining unit on the Education ~~Sub~~-Committee of the TYRLC;
- d) to advise the bargaining unit executive on labour issues;
- e) to consider the issues of Corporate Responsibility;
- f) to organize unit participation at the Ontario Teachers' Pension Plan Annual General Meeting;
- g) to recommend to the Bargaining Unit executive union solidarity donations;
- h) to provide education to the membership with respect to issues around responsible investment

1.2.6.6 Legislation Committee

- a) to study and report on all matters pertaining to the OECTA handbook and TSUBU by-laws, statements of policy and procedures;
- b) to be responsible for submitting such matters to the Bargaining Unit Annual general meeting;
- c) to receive all resolutions submitted for consideration to the BUAGM, to verify their constitutionality and make suggestions for refining;
- d) to review all the provincial resolutions to the AGM and report on these at the pre-AGM meeting;
- e) to assist members in preparing resolutions by hosting education activities;
- f) to study and report on all matters pertaining to the OECTA handbook and TSUBU by-laws, statements of policy and procedures;
- g) to be responsible for submitting such matters to the Bargaining Unit Annual general meeting;
- h) to receive all resolutions submitted for consideration to the BUAGM, to verify their constitutionality and make suggestions for refining;
- i) to prepare an updated version of the Bargaining Unit Bylaws/Policies/Procedures and to have the update version completed for submission to OECTA;
- j) to work with the Unit Legislation committee to receive all resolutions submitted for consideration at the Unit General Resolutions Meeting;
- k) to review all the provincial resolutions to the AGM and report on these at the pre-AGM meeting;

1.2.6.7 Local Collective Bargaining Committee

- a) to research all information pertinent to conditions of service and be familiar with all legislation pertinent to teacher employment and the Association collective bargaining goals and objectives;
- b) to solicit recommended changes in the Collective Agreement from all members of the unit;
- c) to prepare an Initial Proposal based on a) and b) above;
- d) to present the proposals to the Provincial Association and to the bargaining unit executive for approval, prior to presentation to the membership;

- e) to present and explain the Initial Proposal, for endorsement by the members, at a general membership meeting;
- f) to negotiate a new Collective Agreement following policies and procedures as outlined in the Provincial Association handbook;
- g) to seek advice from the Provincial Association as required;
- h) to keep the Provincial Association informed on a regular basis;
- i) to submit a written report to the bargaining unit executive on a regular basis and attend executive meetings when requested;
- j) to keep the membership informed on the progress of negotiations;
- k) to present to the Provincial Association, through the bargaining unit executive, recommendations regarding a tentative settlement, sanctions or conclusion of the negotiating process.

1.2.6.8 Local Collective Bargaining Advisory Committee

- a) to research all information pertinent to conditions of service and be familiar with all legislation pertinent to teacher employment and the Association collective bargaining goals and objectives;
- b) to seek advice from the Provincial Association as required;
- c) to keep the Provincial Association informed on a regular basis;
- d) to submit a written report to the bargaining unit executive on a regular basis and attend executive meetings when requested;
- e) to attend regional and other Collective Bargaining Workshops.

1.2.6.9 Political Advisory

- a) To study and make recommendations re: OECTA political issues.
- b) To act as a liaison between the provincial advisory committee and Unit Executive.
- c) To educate and query with regards to issues of concern:
  - i) Its members
  - ii) Parents
  - iii) Board trustees
  - iv) Local MPPs
  - v) The general Public
  - vi) The media

1.2.6.10 Professional Development Fund

- a) to hold and distribute funds for professional development under the terms of the Collective Agreement;
- b) to advise the Executive and joint professional development committee members of professional development needs.

1.2.6.11 Special Education

- a) to gather classroom and Special Education teacher input on trends and concerns in Special Education;
- b) to outline developing trends, patterns and issues/concerns from TSU members in the field;
- c) to determine implications for classroom and special education teachers of Ministry direction and policy in Special Education;
- d) to determine implications for classroom and special education teachers of TCDSB direction and policy in Special Education.

1.2.6.12 Related Work

- a) to review all applications for work related experience credit and present them to the Board Human Resources Department.

**Section 7 - Association Representatives**

1.2.7.1 The Toronto Secondary Unit Association Representatives shall have the following Bargaining Unit duties:

- a) to act as a co-chairperson of the Local School Staffing Advisory Committee (LSSAC) according to the terms of the Collective Agreement;
- b) to bring forward to the LSSAC staffing concerns as presented by members of the staff, protecting the identity of staff members if so requested.
- c) to provide representation for members in meetings with local school administrators;
- d) to advise members not to attend a meeting with a superintendent without representation from the local Bargaining Unit office;
- e) to contact the local Bargaining Unit office for representation for members in meetings with a superintendent.
- f) To act as the direct liaison between the Unit executive and the members of their respective schools by:
  - i) Retaining on a yearly basis minutes of Unit meetings
  - ii) Distributing to the members, Unit information items
  - iii) Actively promoting Unit activities and available services
- g) To act as a liaison between the Provincial Executive and the members of the Unit by:
  - i) Distributing to the members, OECTA and OTF publications and correspondence
  - ii) Notifying the appropriate authority regarding shortages therein
  - iii) Actively promoting the Association and its services among members
  - iv) To ensure an elections chair is identified to conduct the election or Association Representative
- h) To conduct the election of the unit executive officers under the direction of the Nominations/Elections Committee (when appropriate);
- i) To be completely familiar with the Association Representative handbook;

- j) To attend all meetings for Representatives called by the Unit executive. In the event that an Association Representative is unable to attend, another Teacher member should be sent as a replacement;
  - k) To bring to the attention of the appropriate executive, matters requiring attention as requested by staff members;
  - l) To bring to the attention of staff members all communications received from the Unit executive;
  - m) To maintain and update an OECTA binder containing:
    - i) OECTA handbook
    - ii) Unit By-laws, Policies & Procedures
    - iii) Unit Directory
    - iv) Local executive correspondence
    - v) Provincial OECTA correspondence
    - vi) Unit Newsletters
    - vii) Any other relevant material.
- 1.2.7.2 That TSU Association Representative elections be conducted according to Procedural Guidelines as released by TSU BU Executive.

### **Section 8 – Local School Staffing Advisory Committee (LSSAC)**

- 1.2.8.1 The members of the bargaining unit shall elect representatives to the LSSAC, according to the terms of the Collective Agreement (Article 5.05)
- 1.2.8.2 The election of representatives to the LSSAC shall be conducted by the **Association Representative**.
- 1.2.8.3 The election of representatives shall be conducted by secret ballot.
- 1.2.8.4** The following procedure shall be used for elections.
  - a) The Teacher Representative shall call for an election committee – prospective candidates cannot be members of this committee; the committee must be open to all who are interested. Allow two working days from the call for a committee to the selection of the committee. Note: Notification is to be done through a hard copy in the mailbox and an e-mail. Notification of the date of the election is also to be given at the same time.
  - b) Only TSU Bargaining Unit members are eligible to nominate or be nominated or to vote for the TSU LSSAC.
  - c) The election committee requests nominations to be submitted to the committee within five days – TSU members can nominate others or themselves. **At the same time as request for nominations, members shall be notified as to the date, time, and location of balloting as per f) below.**
  - d) The election committee checks with nominees that they wish their names to be placed on a ballot paper.

- e) Uncontested candidates shall be acclaimed.
- f) The election will take place the day following the close of nominations.
- g) The election committee prepares the ballots and conducts the election – the election is by secret ballot.
- h) The election should take place in a designated **neutral, common staff area** during a specified period of time. The selection committee should hold the meeting when there are limited activities to ensure as many teachers are able to vote as possible and if possible allow for flexibility in voting times.
- i) The election committee is responsible for the counting of the ballots. Scrutineers for the interested parties are allowed.
- j) At no time should ballot boxes or blank ballots be left unattended by a member of the election committee.**

1.2.8.4 The following procedure shall be used for elections.

- a) The Association Representative shall call for an election committee – prospective candidates cannot be members of this committee; the committee must be open to all who are interested. Allow two working days from the call for a committee to the selection of the committee. Note: Notification is to be done through a hard copy in the mailbox and an e-mail. Notification of the date of the election is also to be given at the same time.
- b) Only TSU Bargaining Unit members are eligible to nominate or be nominated or to vote for the TSU LSSAC.
- c) The election committee requests nominations to be submitted to the committee within five days – TSU members can nominate others or themselves.
- e) The election committee checks with nominees that they wish their names to be placed on a ballot paper.
- e) Uncontested, candidates shall be acclaimed.
- f) The election will take place the day following the close of nominations.
- g) The election committee prepares the ballots and conducts the election – the election is by secret ballot.
- h) The election should take place in a designated place during a specified period of time. The selection committee should hold the meeting when there are limited activities to ensure as many teachers are able to vote as possible and if possible allow for flexibility in voting times.
- i) The election committee is responsible for the counting of the ballots. Scrutineers for the interested parties are allowed.

1.2.8.5 The bargaining unit members of LSSAC shall be assisted in their duties by the President and/or designated Vice-Presidents.

## **ARTICLE III – FINANCE**

### **Section 1 – Budget**

- 1.3.1.1 The Bargaining Unit shall not operate on a deficit budget.
- 1.3.1.2 A reserve fund of \$40/member shall be established, to lend cash to the general operating fund if the general operating fund becomes temporarily unable to meet its obligations.
- 1.3.1.3 Any surplus at the end of a fiscal year shall become part of the reserve fund.
- 1.3.1.4 Any withdrawal from the reserve fund that depletes the reserve fund to below \$40/member must be accompanied by a timetable for repayment.
- 1.3.1.5 Any withdrawal from the reserve fund approved at a time other than at a budget meeting must be approved by 2/3 of the executive.

## **ARTICLE IV – AMENDMENTS TO BARGAINING UNIT BY-LAWS**

- 1.4.1 The by-laws may be established, amended, rescinded or suspended by a two-thirds (2/3) vote of the members present **and voting** at a general meeting provided notice of the proposed change has been distributed to the members at least seven (7) calendar days prior to the general meeting.

## **2. PROCEDURES**

### **Section 1 - Bargaining Unit Elections**

- 2.1.1
  - a) No member running for bargaining unit executive office, nor the current bargaining unit President shall serve as the chairperson or as a member of the nominations/elections committee;
  - b) The slate of nominees, as prepared by the nominations/elections committee shall be introduced at the beginning of the election meeting;
  - c) The candidates for President shall be allowed 5 minutes for their presentation while candidates for all other positions shall be allowed 3 minutes.
  - d) Voting shall be by secret ballot for contested positions;
  - e) The chairperson of the nominations/elections committee shall announce the members of the new executive.

### **Section 2 - Bargaining Unit Committees**

- 2.2.1 The following general guidelines shall apply to all committees:
  - a) Chairpersons shall be appointed by the executive;
  - b) Members of all committees shall be appointed by the executive;



- c) Each committee shall report through its chairperson to the executive;
- d) Each committee is responsible to the executive;
- e) Chairpersons must present to the executive, in writing, a budget request for the year by September 30<sup>th</sup>;
- f) All financial transactions conducted by committees must be directed to the treasurer or appropriate official;
- g) The committees shall take office on September 1<sup>st</sup> of each year, or at time of appointment after that date;
- h) Members of each committee shall receive copies of the minutes of their respective meetings;
- i) Recruitment of members to serve on committees shall be done, in writing, in June of each year (or in newsletters at other times during the year);
- j) Committee chairpersons shall present the minutes of committee meetings to the executive for appropriate action;
- k) The executive may approve a committee as may appear necessary from time to time.

### **Section 3 - Bargaining Unit Expenses**

- 2.3.1 a) All expenses shall be paid in accordance with the TSU Procedure 8;
- b) The bargaining unit executive may refuse to reimburse a member for any personal expense beyond the Unit procedures or for any other expense related to unit business, unless the member and the executive have agreed upon other arrangements.
- c) Payment for expenses shall be made, upon submission of relevant information/ receipts. Receipts should accompany all expenses in excess of \$5.
- d) All expenses shall be submitted by June 30, to the treasurer.
- e) Mileage shall be paid to committee members upon receipt of an itemized claim. This will be extended to those committee members attending authorized meetings and conducting authorized committee business.
- f) i) Hotel accommodation expense is based on double occupancy, whenever possible;
- ii) When making hotel reservations, members are expected to request and use the corporate rate available to OECTA members.

### **Section 4 - Negotiating a Collective Agreement**

- 2.4.1 The Initial Proposal
  - a) The Initial Proposal for a Collective Agreement shall be presented to the membership at a general meeting.
  - b) Notice to the membership of the Initial Proposal meeting, indicating date, time and location of the meeting, shall be at least one week.
  - c) Voting on the Initial Proposal shall be by a show of hands.
- 2.4.2 Ratifying a Tentative Agreement

- a) Upon recommendation from the negotiating team, the executive shall review the tentative agreement (or final offer) and determine whether to present it to the membership for ratification.
- b) A Ratification vote for a tentative agreement or final offer may be conducted by i) telephone voting; ii) internet voting; or iii) paper ballot in each secondary school or designated/declared site. The method of balloting shall be as determined and announced by the Executive.
- c) Notice to the membership of the Ratification meeting, indicating date, time and location of the meeting, shall be provided a minimum of four (4) days in advance.
- d) Members will be provided access to the tentative agreement (final offer) for a minimum of three (3) days in advance of the meeting.
- e) Voting on a tentative agreement shall be by secret vote.
- f) The voting shall commence after the terms of the tentative agreement have been presented to the membership by the President or designate.
- g) In the event of a strike situation, the sanction shall not be lifted prior to the acceptance of the tentative agreement by the membership.
- h) No new motions may be presented at any meeting for matters relating to collective bargaining.

### **Section 5 - Amendments to Bargaining Unit Procedures**

- 2.5.1 Procedures may be established, amended, rescinded or suspended by a two-thirds (2/3) vote of the membership present **and voting** at a general meeting provided notice has been given at least seven (7) calendar days prior to the general meeting.

## **3. ACTION DIRECTIVES**

- 3.1 **The Annual General Meeting empowers the Legislation Committee to review and correct the by-laws for numerical consistency, grammar, and punctuation.**