DISTRICT 4

NEAR NORTH

O.S.S.T.F.

DISTRICT 4

TEACHERS' OCCASIONAL TEACHERS' BARGAINING UNIT

CONSTITUTION

Effective as of July 1, 2025

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CONSTITUTION
DISTRICT 4, Near North, O.S.S.T.F.
Teachers' and Occasional Teachers' Bargaining Unit

Article 1 – DEFINITIONS

1.1 In this constitution definitions shall be as in Article 1 of the Constitution of the O.S.S.T.F., as they may apply, with the following additions:

1.2 "District" shall mean District 4, Near North of O.S.S.T.F.

1.3 Teachers' Occasional Teachers' Bargaining Unit (T/OTBU) shall mean all permanent teachers and occasional teachers who are employed by the Near North District School Board and who qualify as Active Members under the Provincial OSSTF Constitution.

1.4 Combined Teachers' Occasional Teachers' Bargaining Unit shall have the same meaning as Teachers' Bargaining Unit.

1.5 "By-Laws" shall mean standing rules governing the membership of District 4, Near North, O.S.S.T.F. Education Act members, made under this Constitution on matters of internal regulation and matters which are entirely within the control of O.S.S.T.F.

1.6 "Branch" shall mean a group of O.S.S.T.F. teachers designated to a high school or cohort such as the Occasional Teachers Bargaining Unit.

1.7 "North" shall mean the area served by the schools in North Bay, Mattawa and Sturgeon Falls.

1.8 "South" shall mean the area served by the schools in Parry Sound and South River/Sundridge (Strong Township).

Article 2 - NAME AND MEMBERSHIP

2.1 The organization shall be known as District 4, Near North, Ontario Secondary School Teachers' Federation, Teachers' Occasional Teachers' Bargaining Unit (T/OTBU).

2.2 Membership shall be in accordance with the Constitution and By-laws of O.S.S.T.F.

2.3 The following branches shall be recognized by the T/OTBU: Almaguin Highlands (AHSS), Chippewa (CSS), F.J. McElligott (FJM), Northern (NSS), Parry Sound High School (PSHS), West Ferris (WFSS), Alternative Worksites (AW), and Occasional Teachers (OTs).

Article 3 - OBJECTS

3.1 The objects of this District 4, Teachers' Occasional Teachers' Bargaining Unit shall be the objects stated in the Constitution of O.S.S.T.F. as they may apply.

Article 4 - ORGANIZATION

4.1 Composition of the District 4 Teachers' Occasional Teachers' Bargaining Unit Executive. There shall be an Executive consisting of:

Immediate Past President	Treasurer
President	Chief Negotiator
North Vice-President	Secretary
South Vice-President	Branch Presidents
Occasional Teacher Representative	

4.2

a) The position of President will be elected for two-year terms in odd years.
b) The position of Treasurer will be elected for two-year terms in odd years.
c) The positions of Vice President North & South will be elected for two-year terms in even years beginning in 2016.
d) The positions of Secretary and Chief Negotiator shall be elected for a two-year term in even years. The new Chief Negotiator shall assume office when the business of securing a new Collective Agreement or Agreements is concluded by the former Chief Negotiator.
e) When a President is not re-elected, that person shall hold the position of Immediate Past President for a one-year term, provided that that person is an active member of the T/OTBU.
f) Branch Presidents will include a representative from each school as well as one member who represents alternative worksites.

4.3 The positions listed in 4.1 shall be open to all members of the Teachers' Occasional Teachers' Bargaining Unit.

4.4 Equity, Anti-Racism and Anti-oppression Officer. It shall be the duty of the Equity, Anti-Racism and Anti-Oppression Officer to:

4.4.1 Carry out the duties as outlined in the OSSTF Bylaws

4.4.2 Report on a timely and regular basis to the Bargaining Unit Executive and Members

4.4.3 Attend Provincial, Regional and/or District Equity, Anti-Racism and Anti-Oppression meetings and workshops, as approved by the Bargaining Unit Executive

4.4.4 This position will be open to any District 4 T/OTBU member. Following a call for interest, the T/OTBU executive will review the candidates and select the successful applicant. If no interested party comes forward the duties will be assigned to one of the vice presidents. The term shall be for 2 years recurring.

Article 5 - DUTIES OF THE EXECUTIVE

5.1 It shall be the duty of the executive to:

a) translate Federation policy into effective administrative action,
b) act in the name of the Teachers' Occasional Teachers' Bargaining Unit between meetings,
c) promote within the Teachers' Occasional Teachers' Bargaining Unit the aims and objectives of the O.S.S.T.F.,
d) deal with all matters brought before it by the branches, committees, or members,
e) meet at the call of the President or at the written request of four members of the Executive,
f) carry out the instructions of the membership as expressed at meetings in accordance with the manner prescribed by the constitution and policy manual,
g) keep the membership informed of its activities,
h) (i) appoint substitutes for representatives or delegates who are unable to act, (ii) to remove Bargaining Unit Officers from office when so required.
i) authorize payment of expenses incurred by the authorized representatives of the Teachers' Occasional Teachers' Bargaining Unit,
j) inform the Provincial Executive of any alleged unprofessional conduct in the Teachers' Occasional Teachers' Bargaining Unit,
k) inform the Provincial Executive of any matters adversely affecting the welfare of the Federation or one or more of its members,
l) meet as required with each branch,
m) prepare a proposed program for the year, with clearly defined goals, by the September meeting of the Executive,
n) meet, as required, with each committee, to discuss respective programs,
o) determine standing and/or special committees, and dissolve special committees,
p) maintain an inventory of all capital equipment and the location of said equipment,
q) hear recommendations with regard to members' grievances and to decide whether O.S.S.T.F. T/OTBU support shall be given in each case, and
r) review annually the appointment of all Representatives to Board of Education and/or Federation committees, and to report, in writing, the results of this review to the first Executive meeting of each school year.
s) for each school year to name a designate if so desired, and to name an alternate to substitute when necessary for the Bargaining Unit President at meetings of the Teachers' /Occasional Teachers' Sector Council.

Article 6 - DUTIES OF EXECUTIVE OFFICERS

6.1 It shall be the duty of the Immediate Past President to:

a) act as an advisor to the President and Executive, and
b) assume such other duties as assigned by the Executive.

6.2 It shall be the duty of the President to:

a) call all meetings of the Executive and the T/OTBU,

b) preside or appoint a replacement chair at all meetings of the Executive and T/OTBU,
c) be an ex-officio voting member of all T/OTBU committees,
d) provide for the calling of a meeting of any committee in which the position of chair has become vacant, for the purpose of electing a new chair,
e) provide for the circulation of an agenda for Executive and Teachers' Occasional Teachers' Bargaining Unit meetings,
f) endeavour to attend branch meetings when so requested,
g) be responsible for the implementation of any action decisions taken by the Executive,
h) effect liaison between the Executive and the Interaffiliate Presidents' Organization,
i) effect liaison between the T/OTBU and the District,
j) act as a the O.S.S.T.F. T/OTBU Grievance Officer,
k) be responsible for the investigation of all potential grievances as directed by the Executive or a member,
l) make recommendations on action to be taken by the Executive with regards to all potential grievances.
m) to represent the bargaining unit at all meetings of the Teachers' / Occasional Teachers' Sector Council, and to report back to the bargaining unit.
n) To appoint five (5) members to the District 4 T/OTBU Appeals Committee prior to September 30 of each year.

6.3 It shall be the duty of the Vice Presidents to:
a) in the absence of the President, perform the duties of the President as assigned by the President or the Executive,
b) as directed by the Executive, effect liaison between the Executive and
i) the Collective Bargaining Committee,
ii) the Professional Development Committee, - both T/OTBU and District
iii) the Political Action Committee,
iv) the Occasional Branch,
v) the District Status of Women/Human Rights Committee
vi) the Educational service committee
vii) the Health & Safety committee
c) as directed by the Executive, organize and chair the Branch Renewal Committee,
d) assume other duties as may be assigned by the President and the Executive.

6.4 It shall be the duty of the Chief Negotiator to:
a) chair the Collective Bargaining Committee,
b) submit a list of recommendations for changes to the Collective Agreement,
c) act as spokesperson during negotiations, and
d) present bargaining briefs and tentative agreements to the Executive.

6.5 It shall be the duty of the Treasurer to:

a) organize and report on all financial matters related to the organization and operation of the O.S.S.T.F. T/OTBU, and
b) arrange for an annual audit of the O.S.S.T.F. T/OTBU financial records in accordance with the Constitution and Bylaws of the O.S.ST.F.

6.6 It shall be the duty of the secretary to:
a) record and distribute the minutes from all T/OTBU Executive and Bargaining Unit meetings,
b) to receive and distribute the written Constitution Amendments as outlined in Article 9,
c) to receive and distribute the names of nominees for elected positions on the Executive as outlined in Article 8,
d) assume other duties as may be assigned by the President and the Executive.

6.7 It shall be the duty of the Branch Presidents to:
a) effect communications and act as a liaison representative between the Executive and their respective branches.

6.8 The duties of other Executive officers will be as assigned by the President.

Article 7 - MEETINGS

7.1 Annual Constitution and Business Meeting.
a) A full membership meeting known as the Annual Constitution and Business Meeting, for the revision of the Constitution and the election of the Executive shall be held annually in May.
b) This meeting shall be chaired by the President or designate.
c) Notice of this meeting shall be given at least one month in advance.
d) The Annual Constitution and Business Meeting will be held in the communities of North Bay, Parry Sound and South River/Sundridge on a regular three-year rotation.
e) In extenuating circumstances, the T/OTBU executive can authorize that the Annual Constitution and Business meeting be conducted virtually.

7.2 Other membership meetings shall be determined by the Executive. Notice of such meetings is to be given at least one week in advance. Should the need for an emergency meeting arise, notice of such meeting shall be given as early as possible.

7.3 Additional membership meetings shall be called by the President upon receipt of resolutions requesting such meetings from at least two branches in each instance.

7.4 **Executive Meetings**

a) The Executive shall meet at least six times during the school year and at the call of the President, as necessary.
b) Executive meetings shall be held in locations as determined by the Executive.
c) Additional Executive meetings shall be called by the President upon receipt of written requests from at least four members of the Executive.

7.5 **Ratification Meeting**

A ratification meeting to explain a tentative Collective Agreement will be held in accordance with the By-Laws.

7.6 **AMPA Delegate Selection Process**

a) A call for nominations for AMPA delegates will be sent to members by October 15th. The nominations should be delivered to the Branch President no later than November 1st.
b) At the November T/OTBU executive meeting all nominations will be reviewed, and the appropriate number of delegates will be chosen. All spots will be assigned with consideration given for a balance of experienced AMPA members and new members.

Article 8 – ELECTIONS AND VOTING

8.1 **Elections**

a) Elections for the Executive shall be held at the Annual Constitution and Business Meeting in May.
b) The new Executive will work with the incumbents for the months of May and June. The Executive-elect shall assume office at a changeover meeting prior to June 30.

8.2 **Nominations**

a) On-time nominations for the Executive shall be:
   i) submitted in writing to and received by the T/OTBU Secretary no later than one week prior to the date of the Annual Constitution and Business Meeting; and
   ii) submitted by a branch as a result of a motion passed at a branch meeting or by three members representing two branches.
b) From-the-floor nominations for Executive shall be
   i) submitted in writing to the T/OTBU Secretary at lest 24 hours prior to the beginning of the Annual Constitution and Business Meeting; and
   ii) submitted by four members representing at least three branches.
c) A candidate for Vice-President must teach in the appropriate geographical area, or in the case of an occasional teacher, live in the appropriate geographical area.
d) Nomination forms may be submitted on paper in person or electronically by email to the T/OTBU Secretary.

8.3 **Nominations Committee**

The Executive shall appoint a Nominations Committee of at least three members who shall present a list of nominations for positions of Executive Officers to the Annual Constitution and Business Meeting.

8.4 **Voting**

a) Voting for candidates shall be by secret ballot. All other voting shall be by show of hands or by an alternative method ruled by the Chair.
b) An anonymous vote conducted through the designated platform shall be deemed a ballot vote. Fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
c) An affirmative vote by a majority of those present, eligible to vote, and voting at the Annual Constitution and Business Meeting will constitute acceptance of any motion, excepting amendments to the Constitution (see Article 9.2).

8.5 **Vacancies**

When a position on the T/OTBU Executive other than Branch President, becomes vacated, the President will notify the membership of the vacancy within 7 calendar days. The secretary will accept written submissions from applicants that includes a rationale for why the member should be considered for position for a period of 7 calendar days. The Executive will then meet and review all the submissions and appoint from the submissions a member in good standing for the remainder of the term. In the event there is more than one applicant, the executive will hold a vote to determine who the successful applicant is. The method used to vote shall be by show of hands or by an alternative method suggested by the chair and approved by a simple majority of the executive. In the event of no submissions, the Executive shall appoint a member in good standing for the remainder of the term.

8.6 **Removal of Executive Officer**

Where an officer of the Bargaining Unit acts contrary to Executive direction and/or the best interests of O.S.S.T.F., that officer may be removed from office by a 3/4 vote of the Teachers' Occasional Teachers' Bargaining Unit executive.

This procedure of removal from office may originate at a Branch meeting, a Bargaining Unit Committee meeting, or a Bargaining Unit Executive meeting. It may be initiated by any Bargaining unit member in good standing.

If the executive member disagrees with the decision of the Bargaining Unit executive, they can appeal the decision in writing to the District 4 Appeals Committee within 5 days of receiving notice of the decision.

The decision of the District 4 Appeals Committee will be final.

Article 9 – AMENDMENTS

9.1 **Due Notice of Motion**

Due notice of motion shall have been given when:

a) the Secretary receives written notice of the proposed amendments or resolutions at least two weeks prior to the meeting; and,
b) information is distributed to all worksites of the proposed amendments at least one week prior to the meeting.

9.2 **Amendments**

a) Amendments to the Constitution may be made at the Annual Constitution and Business Meeting
   i) by a two-thirds majority of all members who are present, eligible to vote and voting on any motion provided that due notice of motion was given, or
   ii) by three-quarters majority of all members who are present, eligible to vote and voting if due notice of motion was not given.
b) Amendments to the By-Laws may be made at the Annual Constitution and Business Meeting
   i) by a simple majority of all members who are present, eligible to vote and voting on any motion provided that due notice of motion was given, or
   ii) by two-thirds majority of all members who are present, eligible to vote and voting if due notice of motion was not given."
c) Amendments to the Policies may be made at the Annual Constitution and Business meeting
   i) by a simple majority of the members qualified to vote, present and voting, provided that due notice of motion was given, or
   ii) by a two-thirds majority of the members qualified to vote, present and voting, if due notice of motion was not given.

Article 10 – FUNDS

10.1 The T/OTBU shall function using the rebate allotted from the Provincial Executive for expenses entailed in carrying on the business of the T/OTBU.

10.2 The amount of any local levy shall be determined by resolution of the Executive to be presented at a regular Executive meeting.

10.3 The treasurer shall present a budget for the approval of the Executive at the September Executive meeting.

Article 11 – RESERVE ACCOUNTS

11.1 The T/OTBU Executive shall maintain four Reserve Accounts as follows:

a) Extraordinary Expenditure Account: This reserve account shall
   i) be used by authorization of the Executive to purchase large capital items such as real estate/office space, furniture, computers etc.,

ii) be funded yearly by adding 20% of the surplus monies from the preceding budget year,
iii) never exceed $20000.

b) Political Action Account: This reserve account shall:
i) be used by authorization of the Executive to support political action initiatives for the T.B.U.,
ii) be funded yearly by adding 20% of the surplus monies from the preceding budget year,
iii) never to exceed $25000.

c) Contingency Account: This reserve account shall
i) be used by authorization of the Executive to fund any deficit that may occur in any budget year as a result of unexpected expenses,
ii) be funded yearly by adding 20% of the surplus monies from the preceding budget year,
iii) never exceed $15000.

d) Benevolent Account: This reserve account shall
i) be used by authorization of the Executive to assist T/OTBU members who are in “dire financial straights” in accordance with the rules outlined in part iv),
ii) be funded yearly by adding 20% of the surplus monies from the preceding budget year,
iii) never exceed $5000.
iv) provide monies available for loan to members according to the following rules:
1. members shall provide the President with a completed application form which includes all the details outlining the “dire financial straits,
2. upon the agreement of two of the President and Vice-Presidents, the member shall receive a loan of up to $500 to be paid back within 12 months,
3. at the next Executive meeting, the details of the member’s situation shall be made available to the Executive while in Executive Session,
4. upon motion of the Executive while in Executive Session, the payment of the loan may be forgiven,
5. any member denied a loan may appeal the decision to the Executive at its next scheduled meeting,
6. any member may apply for assistance under this By-Law to a maximum of once in any twelve (12) month period.

11.2 At the end of each budget year, any surplus monies remaining after fulfilling the requirements of Article 11.1 shall be added to the Extraordinary Expenditure Account

11.3 At each Constitution and Business Meeting, the treasurer shall provide a complete financial statement including the status of each reserve account.

Article 12 – POLICIES

12.1 The T/OTBU may not pass policy statements inconsistent with this Constitution or with the Provincial Constitution of OSSTF.

12.2 Policy statements must be reviewed every three years.

12.3 It is the policy of OSSTF District 4 Teachers' Occasional Teachers's Bargaining Unit that teacher participation as an associate teacher and as a mentor teacher is voluntary. (A.09)

12.4 It is the policy of OSSTF District 4 Teachers' Occasional Teachers's Bargaining Unit that members should not serve as associate teachers until having completed at least five years in a permanent teaching position. (A.09)

12.5 It is the policy of OSSTF District 4 Teachers' Occasional Teachers's Bargaining Unit that the Near North District School Board is best serviced by no fewer than 7 publicly funded secondary schools. (A.09)

Article 13 – BY-LAWS

13.1 The T/OTBU may not enact any By-Law inconsistent with this Constitution or with the Provincial Constitution of O.S.S.T.F. concerning:

a) the management of its property, its funds, and its internal organization and administration;
b) the establishment and procedures of special and standing committees; and,
c) all other matters deemed necessary and convenient for the good of the profession in this community, or the conduct of the business of the T/OTBU.

13.2 Any member or group of members proposing a new By-Law, or the repeal or amendment of an existing By-Law shall do so in accordance with Article 9.

By-Laws
District 4, Near North O.S.S.T.F.
Teachers' Occasional Teachers' Bargaining Unit

With regard to points or issues not resolved by these By-Laws, it shall be the policy of this organization to conform to O.S.S.T.F. policy. Therefore, clarification of unresolved issues shall be sought in the O.S.S.T.F. Constitution, its By-Laws, or in Robert's Rules of Orders.

By-Law 1 - Procedure at Meetings 14
By-Law 2 - Conduct of meetings.....14
By-Law 3 - Collective Bargaining 18
By-Law 4 - Grievance 20
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BY-LAW 1 – PROCEDURE AT MEETINGS

Meetings of this organization shall be conducted according to the following order:

1. Minutes of the previous meeting and business arising there from.
2. Appointment of steering, credentials, and other temporary committees.
3. Accounts and communications, and business arising there from.
4. Reports of Officers.
5. Reports of Committees.
6. Business arising from reports.
7. Unfinished business.
8. New business.
9. Adjournment.

BY-LAW 2 – CONDUCT OF MEETINGS

Section 1 – **Officer's Responsibility**

1. The responsibility for conducting meetings lies with the Chair of the meeting, the President or the President's designate.
2. The success of any O.S.S.T.F. meeting at Branch, District, or Provincial level depends chiefly upon three factors: adequate preparation and detailed organization by the Executive officers; familiarity with procedural methods and with the role of each officer; and strict adherence to the rules of order.

Section 2 – **Role of the Presiding Officer**

Following are the duties of the Presiding Officer:

a) call the meeting to order at the appointed time,
b) announce the business which should come before the assembly in its proper order,
c) assign the floor to members who desire to speak. Having recognized the right of the member to the floor, it is the duty of the Presiding Officer to protect the speaker from disturbances or interference. On the other hand, the Presiding Officer must never hesitate when the interest of the organization or its members requires, to permit a speaker to be interrupted to limit the number of speakers to a motion,
d) state all motions that have been correctly proposed and seconded and restate, in the best possible form, and, without changing the meaning, any motion the proposer has failed to state correctly or clearly. Any restatement or change must be acceptable however to the proposer,
e) explain what the effect of a motion would be if it is not clear to every member, and to make certain that members understand exactly what business is pending,
f) restrict discussion to the question before the assembly,
g) answer all parliamentary inquiries and decide points of order and questions of privilege as soon as they arise, but never to discuss a motion from the chair,

h) when the discussion on a question has ceased or has been closed by a motion to that effect, the Presiding Officer restates the exact question upon which the assembly is to vote, and put the question to vote,
i) vote in the case of a tie when authorized by the By-Laws,
j) state definitely and clearly the result of a vote,
k) protect the assembly from annoyance by refusing to recognize motions that are frivolous in character or that are made solely for the purpose of blocking business or of consuming time,
l) sign all acts or orders necessary to carry out the will of the assembly, and
m) act as the representative of the organization to outside persons or to other organized bodies whenever necessary.

Section 3 – **Debate**

a) No debate shall be held on a topic until there is a motion on the floor (i.e., a question has been moved, seconded, and stated to the assembly by the Presiding Officer).
b) All motions shall be written and presented to the Presiding Officer.
c) A time limit may be set on debate if the assembly so decides.
d) The mover of a motion shall have the privilege of being first speaker in the debate on the motion and shall have the further privilege of speaking once more to conclude the debate.
e) A member who wishes to speak must first be recognized by the chair and must begin by stating whether supporting or opposing the motion.
f) A member may not speak more than twice on a motion, and a member who has not spoken has priority over a member who has already spoken once.
g) A member who has already spoken to a question has no right to rise again and propose an amendment or the adjournment of the assembly. The member may speak to amendments when they are proposed by other members.
h) If free debate on a topic is desirable without the necessity of having a motion on the floor, the assembly may go into a Committee of the Whole for such a debate. At the conclusion of such free debate, a member may move that the Committee of the Whole “rise and report” at which time any resolutions passed in Committee of the Whole may be proposed as main motions.

Section 4 – **Amendments**

a) An amendment must bear such close relationship to the motion that the general idea is not changed.
b) A motion may be amended by
    - insertion or addition
    - deletion
    - deletion for insertion
    - substitution
c) There may be an amendment to an amendment

d) If an amendment to an amendment or an amendment carries, it is proper to put the original motion as amended.

Section 5 – **Notice of Motion**

a) Notice of Motion may be either Specific or General. For a change in the Constitution or for a change in policy it should be specific and should be presented in conformity with Article 9 of the Constitution.
b) A Notice of Motion should be in writing, read to the meeting and then put in the hands of the Presiding Officer.
c) When a Notice of Motion is given specifically, the motion when presented, may be debated but may not be amended.
d) When at a subsequent meeting this motion is presented, amendments, as well as debate are permissible.

Section 6 – **Order of Motions**

The procedures with respect to privileged and subsidiary motions shall apply as set forth in the accompanying table. Motions shall have precedence according to this table. Each motion on the list has precedence over those below and is superseded by those above.

Motion – Diagram Showing Order of Precedence and Footnotes Containing Rules Governing Meetings

	Order of Precedence – Motion	Debatable	Amendable	Vote Required
1.	Adjourn	No	No	Majority
2.	Recess	No	Yes (1)	Majority
3.	Question of Privilege (2)	No	No	None
4.	Table (postpone temporarily)	No	No	Majority
5.	Take from the Table (resume consideration)	No	No	Majority
6.	Previous Question (vote immediately) (3)	No	No	2/3
7.	Limit or extend time of debate	Yes (4)	Yes	Majority
8.	Postpone too a set time	Yes (5)	Yes	Majority
9.	Refer (Commit)	Yes (6)	Yes	Majority
10.	Amend (7)	Yes	Yes	Majority
11.	Postpone Indefinitely	Yes (5)		Majority
12.	Rescind (8)	Yes	No	Majority (9)
13.	Reconsider (10)	Yes	No	Majority
14.	Main Motion	Yes	Yes	Majority

Footnotes

1. Length of recess only amendable.
2. May interrupt speaker, requires no second.

3. Can be applied to a debatable and amendable motion. Cannot be proposed by a member who has spoken to the motion to which it is applied. If carried, vote on the pending question taken immediately; if defeated, debate on pending question continues. Cannot be proposed a second time to the same motion. Recommended form: “I move that we vote immediately on the pending question (or amendment).
4. Debatable as to the propriety of limiting or extending debate only.
5. Debatable as to the propriety of referral only.
6. Debatable as to the propriety of referral only.
7. An amendment is not in order if it changes the intent of the motion to which it is applied.
8. Can be applied only to a motion carried during the same meeting, provided action has not been taken on the actions to be rescinded.
9. To rescind a motion, which required more than a simple majority to pass, a vote at least as large is required.
10. Can be applied only to a motion defeated during the same meeting.

Section 7 – **Types of Motion**

a) Adjournment – used to cease business.
b) Recess – to cease business for a specified length of time.
c) Table – In an emergency situation this allows the assembly to put aside business that is on the floor so the emergency can be dealt with.
d) Take from the table – resumes consideration of business that was temporarily set aside
e) Previous question – a motion to have a vote taken immediately on the question that is pending.
f) Limit or extend time of debate – the assembly decides to set a limit on the length of time that debate shall continue on a topic.
g) Postpone to a set time – an action or a pending question can be deferred in this manner. A question can be postponed to be considered at a more convenient time or because there are reasons for holding off on a decision.
h) Refer (Commit) – this motion sends the question to a committee to be investigated and more thoroughly prepared for the consideration of the assembly.
i) Amend – changes the wording of a motion before the motion is acted on.
j) Postpone indefinitely – this motion is similar to a motion to postpone but this motion kills the motion under consideration.
k) Rescind – this motion can change an action previously taken or ordered.
l) Reconsider – allows the bringing back for further consideration of a motion, which has already been voted on. This motion must be made during the same meeting that the original motion was voted on.

Section 8 – **Requests**

a) Questions of Privilege – related to any matter affecting rights and immunities of the Assembly collectively, or to the position and conduct of members in their respective character.

b) Parliamentary Inquiry
   - a question to the Presiding Officer relating to procedure or to the meaning or effect of the impending motion
   - a question to speaker or proposer of the motion about the pending question

c) Point of Order – a question to the Presiding Officer regarding a possible breach of rules or order.

Section 9 – **Appeals**

a) Appeals from the decision of the chair – the challenging member may state his reason for objecting to the decision of the Presiding Officer and the Presiding Officer may reply: "The vote in on 'Sustaining' or 'over-ruling' the chair's decision". A simple majority is required.
b) Appeal from the decision to withdraw a motion – if a member objects to the withdrawal of a motion once it is on the floor, the assembly must vote; simple majority to carry.

BY-LAW 3 – COLLECTIVE BARGAINING

The following procedures shall govern Collective Bargaining:

Section 1- **Collective Bargaining Committee:**

a) The Collective Bargaining Committee for each set of negotiations shall consist of the following voting members:
   i) the Chief Negotiator,
   ii) the two T/OTBU Vice-Presidents,
   iii) Occasional teacher executive representative or designate.
   iv) two representatives from each branch elected by the branch, and
   v) the T/OTBU President, as ex-officio.

b) Each branch may also have an elected alternate representative who may attend any CBC meeting but shall be non-voting unless replacing one of the branch voting representatives.

Section 2 – **Soliciting Staff Concerns**

Before collective bargaining begins, the C.B.C. shall solicit from the members concerns relating to contractual issues.

Section 3 – **C.B.C. Powers**

The C.B.C. will have the following powers in their negotiations with the Board:

a) to reject, without having to consult the members, any Board offer that it deems unacceptable;
b) to meet as often as required with the Board;
c) to accept, subject to ratification, after due negotiations, the offer from the Board which it deems in the best interest of all members;

d) to consult at any time during negotiations with the Executive, or with the members, for further direction.

Section 4 – **Table Team**

The Collective Bargaining table team shall consist of the Chief Negotiator, whichever Bargaining Unit Vice-President was appointed by the Executive, the O.T. executive representative or alternate, and two other voting CBC members as recommended by the Collective Bargaining Committee, and appointed by the T/OTBU Executive. In order to allow table team experience to T/OTBU members, the table team may include up to two non-voting observer members at any negotiating session

Section 5 – **Strike Vote**

Strike votes shall be conducted according to the following procedures:

a) The strike vote date shall be approved by the T/OTBU Executive;
b) The membership shall be given at least 14 calendar days notice of the date of the strike vote;
c) Strike votes shall take place within the branches and at the OSSTF office in North Bay;
d) The President in consultation with the Executive, shall make arrangements for the members not working within one of the seven schools to vote;
e) Voting shall be at times deemed acceptable by the Executive;
f) The President in consultation with the Executive, shall arrange an advance poll procedure for those members who will be absent on the day of the strike vote;
g) All occasional members not working in an LTO placement shall be notified in writing of the date, time and location to vote.

Section 6 – **Ratification Procedure**

Following acceptance of the Board's offer the Chief Negotiator will:

a) present the offer to a meeting of the T/OTBU Executive for review and recommendations;
b) circulate the proposed changes in the agreement to the T/OTBU members;
c) call regional meetings, with 48 hours notice, to explain the contractual changes; and,
d) no sooner than 72 hours after the requirements of part b have been fulfilled, hold a secret ratification vote in each branch.

Section 7 – **Binding**

a) A tentative agreement shall be deemed ratified if more than 50% of those members who were eligible to vote and voting, voted in favour of the tentative agreement.
b) No agreement reached by the C.B.C. shall be binding on the members until a ratification vote is completed as indicated in part a.

Section 8 – **Failure to Ratify**

In the event that a tentative agreement is not ratified, the C.B.C. may at its discretion:

a) resign and request the election of a new C.B.C.; or,
b) request further guidelines from members and renew negotiations with the Board as outlined in this By-Law.

Section 9 – **Failure to Reach Agreement**

If following sufficient negotiations, the C.B.C. feels that little likelihood exists for reaching an agreement, it may so indicate at a meeting of the members and request further direction.

BY-LAW 4 - GRIEVANCE

Section 1 - **Defintions:**

a) A grievance is an allegation that there has been a contravention or breach of the Collective Agreement.
b) The President will appoint grievance committee members as necessary.
c) The grievance is considered settled when a proposed solution is accepted by the Bargaining Unit.

Section 2 - **Procedure:**

a) The grievor shall approach the President who shall investigate the grievance.
b) The President shall determine whether there has been a possible breach of contract, and bring it to the attention of the Executive and/or grievance committee.
c) The President shall attempt to resolve the grievance.
d) The President shall report the outcome of the grievance to the Executive at their next meeting.
e) If the grievance is not resolved, the Executive shall decide on any further appropriate action.

Section 3 – **Appeals Procedure**

a) Where the President, recommends against the filing of a grievance, the grievor has the right to appeal this recommendation at the next meeting of the Executive.
b) The grievor will be provided by the District 4 T/OTBU a Grievance Appeals Template and may ask a member of the Executive for assistance with this process.
c) The Grievance Appeals Committee shall consist of the members of the Teachers' Occasional Teachers' Bargaining Unit Executive other than the Grievance Officer or designate assigned to the original grievance, plus one other member of the Teachers' Occasional Teachers' Bargaining Unit appointed by the Teachers' Occasional Teachers' Bargaining Unit Executive.
d) Where the Grievance Appeals Committee does not support the appeal, the Grievor may appeal the decision to the Provincial Office.

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

BY-LAW 5 - FEDERATION OFFICER TIME RELEASE

Section 1 – T/OTBU **President**

The District 4 OSSTF Teachers' Occasional Teachers' Bargaining Unit President will be seconded from the Near North District School Board, full-time, for the purpose of fulfilling the duties of President.

Section 2 – T/OTBU **Vice-Presidents**

The T/OTBU Vice-Presidents will be seconded from the Near North District School Board for a combined FTE equivalent amount not to exceed 1.0 FTE.

Section 3 – **Salaries**

a) i) The salary for the OSSTF Teachers' Occasional Teachers' Bargaining Unit President shall be equivalent to the annual salary he/she would have received had he/she been teaching full-time.
ii) The OSSTF Teacher's Bargaining Unit President shall receive an annual honorarium of 10% of the Category 4 Maximum and shall have the choice of having it paid as a part of his/her salary, upon agreement with the Board, or paid to him/her by the T/OTBU Treasurer.

b) The full annual salary for the two OSSTF District 4 T/OTBU Vice-Presidents shall be equivalent to the annual salary they would have received had they been teaching full-time.

BY-LAW 6 - MEMBER LEVEE

Section 1 – **Establish Levee**

At it's September meeting, the T/OTBU Executive shall determine the amount of the per full-time member levee, after taking into consideration all funds available from OSSTF Provincial and local accounts.

Section 2 – **Arrange Deduction**

The T/OTBU Treasurer shall arrange for the deduction of this levee from each active T/OTBU and LTO member, by arrangement with the school board's accounting supervisor. As well as a deduction for daily occasional teachers at a percentage of the daily occasional rate to be determined by the T/OTBU executive each year.

Section 3 - **Levee Restriction**

At no time shall any T/OTBU member pay more than one levee.

BY-LAW 7 - T/OTBU OFFICE

The T/OTBU Executive shall be responsible for ensuring time release officers have the necessary technology to conduct bargaining unit business to provide members with access to the time release officers in a timely manner.

BY-LAW 8 – MILEAGE PAYMENTS

OSSTF T/OTBU shall pay mileage expenses in the same manner as the OSSTF Provincial rate.

BY-LAW 9 - OSSTF BRANCH FUNDS

The following procedures shall govern all OSSTF District 4, T/OTBU Branch Funds.

Section 1 – **Bank Accounts**

a) With the exception of the OT Branch, each OSSTF District 4 T/OTBU branch, will maintain an account with a publicly recognized financial institution.
b) The OT branch account shall be maintained through the T/OTBU accounts.

Section 2 - **Processes**

a) OSSTF branch funds and bank accounts are separate and distinct from all other school accounts.
b) It is the duty of each Branch President and Branch Treasurer to oversee all expenditures of the OSSTF branch account.
c) If a branch does not have a Branch President, then the branch account will be administered by the T/OTBU President or his/her designate.

Section 3 - **Signators**

a) OSSTF branch bank accounts shall require two signators.
b) Signators shall be any 2 of the following:
   i. Branch Treasurer
   ii. Branch President
   iii. Branch Vice-president.
   iv. T/OTBU President or designate.

Section 4 - **Records**

a) Records for all transactions into or out of the OSSTF branch account must be kept. Training will be provided if required.
b) The branch treasurer is to provide a year-end financial statement to the executive for the year-end AGM.
c) If there is no branch treasurer, the branch president will provide the report.
d) If there is no treasurer or president, the T/OTBU president or their designate in place will provide the report.
e) Training and guidance as needed to be provided by the executive.

BY-LAW 10- ANTI-HARASSMENT POLICY and APPEALS PROCEDURE

There shall be a District 4 T/OTBU Anti-Harassment Policy and Appeals Procedure. The Anti-Harassment Policy and Appeals Procedure, once approved by the District Executive, shall be communicated with all members.