

# **Grand Erie District School Board**

## **Occasional Teachers' Constitution (last revised May, 2023)**

### **Definitions:**

Federation means the provincial Elementary Teachers' Federation of Ontario.

Local means the Grand Erie Elementary Occasional Teachers' Local.

### **ARTICLE I - NAME**

1.1 This organization shall be known as the "Grand Erie Elementary Occasional Teachers' Local."

### **ARTICLE II - JURISDICTION**

2.1 The Grand Erie Elementary Occasional Teachers' Local is a member of the Elementary Teachers' Federation of Ontario.

2.2 The jurisdiction of the Grand Erie Elementary Occasional Teachers' Local shall be all Occasional Teachers employed by the Grand Erie District School Board in the elementary panel covered by the Local's Collective Agreement.

### **ARTICLE III - OBJECTS**

The objects of the local shall be:

3.1 to represent all members of the Grand Erie Elementary Occasional Teachers' Local in a fair and equitable manner;

3.2 to regulate relations between the members of the Grand Erie Elementary Occasional Teachers' local and the Grand Erie District School Board including but not limited to securing and maintaining through collective bargaining, the best possible terms and conditions of employment;

3.3 to advance the cause of education and the status of Occasional Teachers;

3.4 to promote a high standard of professional ethics and a high standard of professional competence;

3.5 to foster a climate of social justice and provide a leadership role in such areas as anti-poverty, non-violence and equity;

3.6 to promote and protect the interests of all members of the Local and the students in their care;

3.7 to co-operate with other Grand Erie Locals of the Elementary Teachers' Federation of Ontario;

3.8 to co-operate with other organizations having the same or like objects.

3.9 to provide the ways and means of increased member engagement.

## **ARTICLE IV - MEMBERSHIP**

### **Section I - Active Membership**

4.1 Active members shall be all members of ETFO who are in good standing with the Elementary Teachers' Federation of Ontario and the Ontario College of Teachers within the jurisdiction of the Grand Erie Elementary Occasional Teachers' Local.

### **Section II - Honourary Life Members**

4.2.1 Local Honourary Life membership may be granted to former members of the Local who have given outstanding service to the Local and/or Federation, by a majority vote of the Local Executive.

## **ARTICLE V - RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP**

### **Section I - Rights and Responsibilities of Membership**

5.1.1 All members shall have full rights, privileges and responsibilities of membership in the Federation unless limited by disciplinary action taken in accordance with Article VII of the Federation Constitution.

5.1.2 The rights of an active member shall be:

- a) to hold office in the Local and in the Federation;
- b) to attend general meetings of the Local;
- c) to participate in the approval of the preliminary submission and ratification of the collective agreement;
- d) to participate in all votes related to general membership;
- e) to request Local support in the grievance process;
- f) to request Local support in any problem directly related to professional duties.

### **Section II - Rights of Honourary Life Membership**

5.2.1 An honourary member may attend Local functions in a non-voting capacity by invitation.

5.2.2 An honourary member may attend Local Annual and General meetings by invitation.

5.2.3 An honourary member may receive Local publications.

5.2.4 An Honourary Member may serve as a consultant, in a non-voting capacity, on Local task forces, committees or work groups, by invitation of a majority of the Local Executive.

### **Section III – Responsibilities of all members**

5.3.1 The responsibilities of a member shall be:

- a) to recognize the Local President as the official voice of all the members of the Local;
- b) to adhere to the Constitution and Bylaws of the Local;
- c) to honour the terms of the Collective Agreement;
- d) to refrain from undertaking or supporting actions which undermine established bargaining procedures;
- e) to strive to achieve and maintain a high degree of professionalism and to uphold the honour, dignity and ethical standards of the teaching profession;
- f) to follow the Code of Professional Conduct – Article VI of the Federation Constitution, or to be subject to disciplinary action under Article VII – Disciplinary Procedures of the Federation Constitution.

## **ARTICLE VI - LOCAL ORGANIZATION**

### **Section I - Local Executive**

6.1.1 The local Executive shall include the following positions:

- a) President - must have at least one school year as a member of the Local Executive;
- b) Immediate Past President, where the most recent president chooses to continue to serve in an executive capacity;
- c) One (1) Vice President;
- d) Secretary;
- e) Treasurer or Secretary/Treasurer;
- f) Chief Negotiator/Grievance Officer;
- g) Collective Bargaining Chair;
- h) Status/Equity and Social Justice Chair;

i) Health and Safety Officer;

j) Political Action/Public Relations Chair;

k) Professional Learning Chair;

l) A maximum of four (4) Executive members at large;

m) May include a non-voting member from each of the other Federation Locals whose members are employed by the Grand Erie District School Board; and

n) Any member of the Local who is elected as a Provincial Executive Officer as ex-officio.

6.1.2 The Executive of the Local, with the exception of Past President, shall be elected at the Annual Meeting, or another duly called General Meeting as necessary.

6.1.3 The term of office for the Executive shall be for two (2) years and until a new Executive is elected by the membership.

6.1.4 The Executive shall take office as soon as practical, on or after July 1st.

6.1.5 A vacancy at the position of Executive Member shall be filled, if deemed necessary by the Local Executive, by posting candidate forms to the membership. The signed form must be received no later than two (2) days prior to the Executive Meeting at which the election will take place. The Executive shall fill the vacancy by secret ballot from among the candidate forms received. If only one nomination is received, that person shall be deemed the successful candidate.

## **Section II - Committee**

6.2.1 The following standing committees may be established:

a) Budget

b) Collective Bargaining

c) Elections

d) Goodwill / Social

e) Political Action / Public Relations

f) Professional Learning

g) Social Justice and Equity/Status of Women

6.2.2 Other committees required to carry out the work of the Local may be established by the Executive.

## **ARTICLE VII - ORGANIZATIONAL DUTIES**

### **Section I - Duties of the Executive**

The Executive shall:

- 7.1.1 uphold the constitution, bylaws and policies of the Elementary Teachers' Federation of Ontario;
- 7.1.2 execute the business of the Grand Erie Elementary Occasional Teachers' Local in accordance with this Constitution and the decisions of the General Meetings of the Grand Erie Elementary Occasional Teachers' Local;
- 7.1.3 hold at least six (6) regular Executive meetings per year, including the Annual General Meeting;
- 7.1.4 hold an executive meeting at the call of the President, or at the call of at least fifty percent (50%) of the Executive members.
- 7.1.5 receive a financial report at each Executive meeting;
- 7.1.6 forward to the provincial office by September 30th of each year the annual audited financial statement;
- 7.1.7 forward to the provincial office each year the annual report of the Local;
- 7.1.8 appoint and develop terms of reference for ad hoc committees;
- 7.1.9 appoint at least three (3) signing officers of the Local;
- 7.1.10 appoint when necessary, a successor to complete any unexpired term of an elected or appointed Local representative;
- 7.1.11 to recommend the appointment of the auditor(s) to the Annual Meeting;
- 7.1.12 to develop investment policy;
- 7.1.13 assign other duties to the President as needed.
- 7.1.14 Any member of the Executive who is absent for more than five (5) meetings in a school year shall be deemed to have resigned from the Executive. Should extenuating circumstances prevent a member of the Executive from attending a meeting, such absence shall not be counted, at the sole discretion of the majority of the remaining Executive.
- 7.1.15 Each Executive member shall sign a confidentiality agreement when they start each new term.

## **Section II - Duties of Officers**

### **7.2.1 Duties of the President:**

- a) to be an ex-officio member of all committees except the Elections Committee;
- b) to represent the Local on any District Executive;
- c) to be the official spokesperson of the Local;
- d) to be responsible for the operation of the Local between Executive Meetings, subject to ratification by the Executive;
- e) to be one of the signing officers;
- f) to preside at meetings of the Executive and the Local Annual Meeting, or to appoint a designate;
- g) to represent the Local and direct other members of the Grand Erie Elementary Occasional Teachers' Local present at Representative Council and the ETFO Annual Meeting;
- h) to assign other duties to members of the Executive, as needed.

### **7.2.2 Duties of the Vice-President:**

- a) To assume the duties, responsibilities and privileges of the President in the President's absence or at the request of the President;
- b) to present in consultation with the President, the Treasurer and other committee members, a budget "in principal" for presentation to the Local's Annual Meeting;
- c) to present in consultation with the President, the Treasurer and other committee members, a final budget for presentation to the Local's Fall General Meeting;
- d) to assist the President with the Presidential duties of the Local;
- e) to attend the Federation Annual Meeting;
- f) to assume other duties as determined by the Executive.

### **7.2.3 Duties of the Treasurer:**

- a) to act as a signing officer of the Local
- b) to ensure prompt and accurate payment of expenses and deposit of receipts;

- c) to keep accurate and detailed financial records of the Grand Erie Occasional Teachers' Local, annually, July 1st to June 30th of the following year;
- d) to make a financial report to each Executive and General Meeting of the Local;
- e) to make investments with the approval of the Executive;
- f) to report investments during each financial report;
- g) to ensure the annual audit is completed;
- h) to forward the annual audited financial statement of the Grand Erie Occasional Teachers' Local to the provincial office of the Federation by September 30th.

**7.2.4 Duties of the Secretary:**

- a) to maintain accurate records of all meetings of the Local, past and present;
- b) to maintain accurate records of correspondence received by and sent on behalf of the local;
- c) to prepare and circulate minutes of executive and general meetings;
- d) to compile a continuing list of motions to be maintained and provided to the President annually and to future secretaries.

**7.2.5 The duties of the Chief Negotiator shall be:**

- a) to act as Grievance Officer;
- b) to act as bargaining liaison with the Federation and the Local Executive;
- c) to report to general meetings and the Executive on bargaining issues and the status of negotiations;
- d) to share as permitted, with the CBC and the Executive, all communications, procedures and policies from Federation and from the Board;
- e) to assume other duties as determined by the Executive;
- f) to be responsible for preparing the agenda for each CBC meeting;
- g) to send a copy of the preliminary submission to the Federation for approval prior to its presentation to the Executive, then membership and finally to the Board;
- h) to conduct negotiations based on the priorities of the Executive and general membership, and Federation directives;

i) to work closely with the Local president in all matters.

**7.2.6 The duties of the Health and Safety Officer shall be:**

- a) to act as liaison with the Board's Joint Health and Safety Committee and the Local Executive;
- b) to report to the Local Executive and to the General Meetings on issues of occupational Health and Safety;
- c) to conduct annual audits;
- d) to participate in applicable training sessions.

**Section III - Duties of Committees**

7.3.1 a) Committees are responsible to the Local Executive and may make recommendations to the Local Executive.

b) Committees shall receive and act upon proposals and referrals from the Executive and the membership.

c) The Chairperson of each Committee shall:

1. be appointed by Executive, or by the Committee as directed by the Executive, unless duly elected at a General Membership Meeting;
2. hold meetings during the Federation year as approved by the Executive;
3. present written minutes of each meeting to the Local Executive;
4. prepare and present a report for the Annual Meeting;
5. act as the spokesperson for the committee.

**7.3.2 The Budget Committee:**

a) shall consist of the President, the Vice-President, and the Treasurer.

b) shall prepare a draft budget for approval of the Executive;

c) shall provide, "in principle", a budget for the Annual meeting;

d) shall provide a "final" budget for the first Fall General Meeting.



### **7.3.3 The Collective Bargaining Committee:**

- a) shall consist of the Chief Negotiating Officer, the Chair of Collective Bargaining, the President and not more than four (4) other members;
- b) “not more than four other members”, vetted by the Executive, shall be elected at a General Membership Meeting;
- c) shall provide the best collective agreement possible;
- d) shall remain in office until a new collective agreement is signed.

### **7.3.4 The Elections Committee/Chair:**

- a) may consist of an Honourary Life Member and not more than two (2) other members, or an ETFO recognized Parliamentarian;
- b) shall be appointed by the Executive;
- c) shall conduct the elections procedure.
- d) shall guide prospective candidates and candidates through the election process, to ensure the guidelines are upheld, and to report to the membership.
- e) if member(s) of the Local, must not currently be on the Executive or running for a position.
- f) shall receive communication of perceived violations of election and/or campaign procedures in writing. Reported violations will be investigated by the Elections Chair/Committee. Upheld violations will be communicated to the membership prior to the election, or at the next General Meeting, included in the annual report of the Committee and posted on the Local’s website for a minimum of twelve (12) months.

### **7.3.5 The Good Will/Social Committee:**

- a) may consist of not more than four (4) members;
- b) shall be appointed by the Executive;
- c) shall arrange the activities for the General Meeting(s) and for the Annual Meeting;
- d) shall issue cards to members in special circumstances like bereavement, illness, and marriage.

### **7.3.6 The Political Action/ Public Relations Committee:**

- a) may consist of not more than four (4) members;
- b) shall be appointed by the Executive;

c) shall provide the membership with updated information.

**7.3.7 The Professional Learning Committee:**

a) may consist of not more than four (4) members;

b) shall be appointed by the Executive;

c) shall provide programs to the members, promoting the image and role of a Teacher as a professional educational leader.

**7.3.8 The Social Justice and Equity Committee:**

a) may consist of not more than four (4) members;

b) shall be appointed by the Executive.

**7.3.9 The structure and duties of other committees will be determined by the Executive.**

**ARTICLE VIII - MEETINGS**

**Section I - General Meetings**

8.1.1 A quorum for a General Meeting shall be the number of members present.

8.1.2 The official authority for conducting all Local meetings shall be the current Roberts Rules of Order.

8.1.3 There shall be at least one General Membership Meeting annually which shall be held in the Fall.

8.1.4 The membership shall be notified of a General Membership Meeting at least 30 days in advance of the meeting.

8.1.5 Approve the final budget as presented.

8.1.6 A Local General Meeting may be called at any time by the President in consultation with the Executive, with proper notice given to the membership.

**Section II - Local Annual Meeting**

8.2.1 An Annual Meeting of the members of the Grand Erie Elementary Occasional Teachers' Local shall be held annually before June 1st.

8.2.2 The Annual Meeting shall:

- a) receive the annual reports of the officers and committees of the Local;
- b) every two (2) years elect the officers for the next term;
- c) approve the budget, in principle, for the next year;
- d) appoint the auditor(s);
- e) receive access to the financial statements as certified by the auditors.

### **Section III - Executive Meetings**

8.3.1 A quorum for an Executive meeting shall be the majority of the Executive.

## **ARTICLE IX - ELECTIONS**

### **Section 1 - Eligibility**

9.1.1 An active member in good standing of the Local may nominate or be nominated to stand for elected office.

9.1.2 For the position of President, the candidate(s) must have at least one term of local executive experience or one term on the Teacher Local Executive.

9.1.3 Members may not run from the floor unless no nomination for that position has been properly received.

### **Section 11 – Nominations**

9.2.1 Members shall be notified of the request for nominations 30 days prior to the Local Annual Meeting.

9.2.2 The deadline for receipt of nominations shall be 14 days prior to the Annual Meeting.

9.2.3 If no nomination for a position has been received, nominations duly moved and seconded and with the consent of the nominee, shall be accepted at the Annual Meeting.

### **Section 111 - Election Procedures**

9.3.1 The Executive of the Grand Erie Elementary Occasional Teachers' Local , with the exception of the Past President and possibly Chief Negotiator/Grievance Officer, shall be elected at the Local Annual Meeting.

9.3.2 One ballot per active member will be distributed by the Elections Chair/Committee or designate(s) at the end of the candidate speeches.

9.3.3 Candidates shall have the opportunity to address the Local Annual Meeting before election for up to five (5) minutes. Furthermore, candidates for the position of President shall have an opportunity for one minute of rebuttal at the end of speeches for that position.

9.3.4 The election shall be by secret ballot, counted by the Elections Chair/Committee in a private location.

9.3.5 Each candidate may appoint one scrutineer to observe the counting of the ballots for that candidate's election.

9.3.6 The vote count for all elected positions shall be released to the members present following each ballot and may be published in the minutes of the Annual Meeting.

9.3.7 A candidate is declared successful by simple majority, announced by the Elections Chair.

9.3.8 In the event of a tie a new ballot shall be cast.

9.3.9 If there are more than two candidates on the ballot, the person with the least amount of votes will drop off until there is a majority.

9.3.10 An unsuccessful candidate may seek another position on the Executive for which the member is eligible and no candidate is already running subject to article 9.2.3.

9.3.11 The ballots will be destroyed by motion of the Annual Meeting immediately following the elections.

9.3.12 Nominations for the vacant position of Chief Negotiator shall be received from the floor at the Annual Meeting immediately following the Election of the Executive. Any member in good standing may be nominated.

9.3.13 Immediately following the Meeting those candidates shall have the opportunity to address the Executive for 3 minutes in private.

9.3.14 The election of Chief Negotiator shall then be by secret ballot of the Executive, counted by the Elections Chair/Committee in a private location.

9.3.15 A candidate is declared successful by simple majority, announced by the Elections Chair.

9.3.16 The ballots will be destroyed immediately following the elections.

#### **Section IV – Campaign Procedures**

9.4.1 The following procedures are to ensure the right of all candidates to campaign on a fair and equitable basis.

a) Each candidate can have information posted on the Local's website regarding their candidacy and/or emailed to all members in the Local's database.

b) Information is to be provided for distribution on one (1) single-sided 8.5 x 11 inch sheet in pdf format.

c) Materials for publishing must be provided 20 days prior to the election and will be published at least 14 days before the election. They must all be vetted by the Elections Chair to ensure compliance with the Code of Conduct for ETFO, Ethical Standards of the OCT, and provisions of this Constitution.

d) The following campaigning is not sanctioned by the Local: campaigning at schools or at any Local sponsored events and posting/handing out campaign materials of any sort. All other forms of campaigning are also not sanctioned by the Local and may be subject to discipline.

e) All candidates must be aware and agree to these terms as a condition of candidacy.

9.4.2 The Elections Chair/Committee is to guide prospective candidates and candidates through the election process, to ensure the guidelines are upheld, and to report to the membership.

9.4.3 If the Elections Chair/Committee are member(s) of the Local, they must not currently be on the Executive or running for a position.

9.4.4 COMPLAINTS: Perceived violations of election and/or campaign procedures are submitted to the Chair of the Elections Committee, in writing. Reported violations will be investigated by the Elections Chair/Committee. Upheld violations will be communicated to the membership prior to the election, or at the next general meeting, included in the annual report of the Committee and posted on the Local's website for a minimum of twelve (12) months.

## **ARTICLE X - DELEGATES TO THE ETFO ANNUAL MEETING**

10.1 Delegates and alternates of the Grand Erie Elementary Occasional Teachers' Local to the ETFO Annual Meeting shall be active members:

a) President;

b) Vice-President;

c) Chief Negotiator;

d) if the budget permits, up to three (3) alternates with priority given to Executive members, and as appointed by the Executive.

## **ARTICLE XI - RESOLUTIONS TO THE ETFO ANNUAL MEETING**

11.1 Resolutions to the ETFO Annual Meeting shall be passed by the Local Executive before February 15th.

11.2 Resolutions to the ETFO Annual Meeting shall be passed at the Local's Annual Meeting and prior to June 1st .

## **ARTICLE XII - AMENDMENTS TO THE LOCAL CONSTITUTION**

12.1 Proposed amendments to the local Constitution must be submitted to the Executive sixty (60) days prior to the Annual Meeting.

12.2 The Executive shall publish all proposed amendments to the general membership fifteen (15) days prior to the Annual Meeting.

12.3 The Constitution shall be amended if 60% of the members present at the Annual Meeting vote in favour of the proposed amendment.

## **ARTICLE XIII - PROTOCOL**

13.1 The Local Executive shall establish a Protocol consistent with this Constitution and the ETFO Constitution and Bylaws.

## **ARTICLE XIV – LOCAL LEVY**

14.1 The Grand Erie Occasional Teacher Local approved a local levy of 0.30% (.003) of the salary of each member.