

**By-Laws, Policies and Procedures
of the
Waterloo Ontario English Catholic Teachers' Association
Occasional Teachers' Bargaining Unit**

Approved on May 7, 2018 at the Annual General Meeting

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1. By-Laws

1.1 General

- 1.1.1 The name of the Bargaining Unit shall be the Waterloo Ontario English Catholic Teachers' Association Occasional Teacher Bargaining Unit hereinafter known as the Bargaining Unit.
- 1.1.2 The definition of the Bargaining Unit shall be as defined in the current Association Handbook By-laws (Bargaining Units).
- 1.1.3 The Bargaining Unit shall fulfill the obligations and responsibilities related to negotiations as per the Ontario Labour Relations Act and the interpretation thereof.
- 1.1.4 The Bargaining Unit shall fulfill its terms as written herein.
- 1.1.5 The Bargaining Unit membership shall include Occasional teachers employed by the Waterloo Catholic District School Board. (2017)
- 1.1.6 Occasional Teacher Bargaining Unit (OTBU) shall mean the internal organization representing members of the Occasional Panel of the Bargaining Unit.
- 1.1.7 Members are entitled to rights and privileges as outlined in these by-laws, the by-laws of the Waterloo Ontario English Catholic Teachers Unit, and the current Association Handbook.
- 1.1.8 Robert's Rules of Order shall be used at all Bargaining Unit meetings where they are not inconsistent with the current Association Handbook and Bargaining Unit by-laws, or any special rules of order the Bargaining Unit may adopt.
- 1.1.9 The Bargaining Unit by-laws must be consistent with the current Association Handbook and cannot contravene its constitution, by-laws, procedures or policies

1.2 Bargaining Unit Organization

1.2.1 Bargaining Unit Executive

- 1.2.1.1 The executive of the Bargaining Unit shall consist of a CEO, Assistant CEO, secretary, treasurer and two (2) councillors. (2015)
- 1.2.1.2 Terms of Office of the Executive:
 - 1.2.1.2.1 Chief Executive Officer two (2) years
 - 1.2.1.2.2 Assistant Chief Executive Officer one (1) year
 - 1.2.1.2.3 Recording Secretary one (1) year
 - 1.2.1.2.4 Councillor to Bargaining Unit Executive one (1) year
 - 1.2.1.2.5 Treasurer two (2) years
- 1.2.1.3 The various terms of office shall commence on July 1st and conclude on June 30th of that term. In the case of appointed positions, the terms of office shall commence at the time of appointment and conclude on June 30th, next.

1.2.2 Duties of the Bargaining Unit Executive

- 1.2.2.1 In addition to those duties set out in the current Association Handbook, Bargaining Unit Executive Duties, the Bargaining Unit executive shall:
- 1.2.2.1.1 hold general meetings each year as required and to set the agenda for such;
 - 1.2.2.1.2 hold executive meetings prior to each general meeting each year and as required;
 - 1.2.2.1.3 appoint committees, members and chairpersons at the first executive meeting after taking office, whenever possible;
 - 1.2.2.1.4 name a representative at school board meetings whenever it is deemed necessary, who reports to the executive;
 - 1.2.2.1.5 receive committee reports and take whatever action it deems necessary;
 - 1.2.2.1.6 notify the school board of the results of the ratification vote;
 - 1.2.2.1.7 censure any executive member who fails to attend four (4) consecutive meetings;
 - 1.2.2.1.8 manage the affairs and business of the Bargaining Unit;
 - 1.2.2.1.9 receive and consider reports of alleged unfairness on the part of the Board or its agents;
 - 1.2.2.1.10 receive reports on grievances which, in the opinion of the grievor, have not been resolved prior to arbitration;
 - 1.2.2.1.11 through the Unit, advertise and subsequently appoint positions on the Bargaining Unit Executive, Bargaining Unit Collective Bargaining Committee(CBC) and other such committees and/or Bargaining Unit Officers as required by the mandate of the Bargaining Unit;
 - 1.2.2.1.12 monitor all aspects regarding the development, implementation and maintenance of the Bargaining Unit Collective Agreement.
- 1.2.2.2 The Bargaining Unit Executive may:
- 1.2.2.2.1 establish a sub-committee of its own members to investigate, discuss and form recommendations on any matter relevant to the performance of its duties or the ongoing business of the Bargaining Unit. When forming such a sub-committee or task force, the Executive shall set terms of reference and time lines for completion;
 - 1.2.2.2.2 call for reports from the Bargaining Unit Grievance Officer, Collective Bargaining Committee or other sub-committees established by the Bargaining Unit Executive;
 - 1.2.2.2.3 request such reports from such Unit Committees or Officers affecting the operation of the Bargaining Unit;
 - 1.2.2.2.4 recommend action to be taken by the Bargaining Unit Grievance Officer, Collective Bargaining Committee or any other Ad Hoc Committee established by the Bargaining Unit Executive;
 - 1.2.2.2.5 call for minutes from the Bargaining Unit Grievance Officer, Collective Bargaining Committee, or any other sub-committee or task force established by the Bargaining Unit Executive;

- 1.2.2.2.6 recommend action to the Bargaining Unit members on any issue within its mandate;
- 1.2.2.2.7 seek the advice and counsel of an appropriate member of the Provincial Staff on situations pertaining to the mandate of the Bargaining Unit;
- 1.2.2.2.8 discuss any matter that is specifically related to negotiations and/or the Collective Agreement that may be in progress;
- 1.2.2.2.9 survey and/or poll the Council of Association Representatives members representing Bargaining Unit members regarding matters pertaining to the business of the Bargaining Unit. (2015)

1.2.3 Duties of Bargaining Unit Executive Officers

- 1.2.3.1 In addition to those duties set out in the current Association Handbook, the CEO shall:
 - 1.2.3.1.1 be the official spokesperson for all collective bargaining matters;
 - 1.2.3.1.2 to create the agenda and be the primary spokesperson at labour management meetings; (2018)
 - 1.2.3.1.3 set the agenda for executive meetings;
 - 1.2.3.1.4 chair executive meetings;
 - 1.2.3.1.5 only vote in the event of a tie; if the CEO chooses to not vote, the motion is lost;
 - 1.2.3.1.6 promote the interest of the Bargaining Unit;
 - 1.2.3.1.7 call meetings of the Bargaining Unit Executive or Bargaining Unit members and direct the planning of programs with the assistance of the appropriate Officers and/or Committees;
 - 1.2.3.1.8 recommend to the Bargaining Unit members any course of action deemed appropriate;
 - 1.2.3.1.9 act as liaison between Bargaining Unit, Unit Executive and Council of Association Representatives; (2015)
 - 1.2.3.1.10 be responsible for the organization and conduct of Bargaining Unit General and Membership Meetings;
 - 1.2.3.1.11 have the right to be a standing member of the Bargaining Unit CBC Unit Collective Bargaining Committee when joint negotiations are taking place;
 - 1.2.3.1.12 be an ex-officio member of all respective Bargaining Unit committees; (2017)
 - 1.2.3.1.13 be a member appointed to the Unit Executive, as the Vice President Occasional, where permitted under Unit by-laws;
 - 1.2.3.1.14 be the grievance officer or delegate authority with the approval of the majority of the Bargaining Unit Executive, but not responsibility, for the tasks of grievance officer to another member of the Unit. (2017)
- 1.2.3.2 In addition to those duties set out in the current Association Handbook, the Assistant CEO shall:
 - 1.2.3.2.1 substitute for the CEO when the CEO is absent;

- 1.2.3.2.2 assist the CEO in all local matters;
- 1.2.3.2.3 act in place of the Chief Executive Officer as warranted;
- 1.2.3.2.4 advise and counsel the Chief Executive Officer;
- 1.2.3.2.5 assist in all matters within the scope of the Bargaining Unit mandate; (2016)
- 1.2.3.2.76 be a member appointed to the Unit Executive, as the Councillor Occasional, where permitted under Unit by-laws; (2015)
- 1.2.3.2.7 attend labour management meetings. (2017)
- 1.2.3.3 In addition to those duties set out in the current Association Handbook, the Secretary shall:
 - 1.2.3.3.1 take the minutes of Bargaining Unit meetings, noting especially motions carried, with mover and seconder;
 - 1.2.3.3.2 send to the Unit President, a copy of notices and minutes of Bargaining Unit meetings;
 - 1.2.3.3.3 record and file with the Unit all minutes of the Bargaining Unit Executive and Bargaining Unit General and Membership Meetings;
 - 1.2.3.3.4 act as liaison with the Recording Secretary of the Unit;
 - 1.2.3.3.5 be responsible for the collating and indexing of all motions passed by the Bargaining Unit.
- 1.2.3.4 In addition to those duties set out in the current Association Handbook, the Councillor shall: (2013)
 - 1.2.3.4.1 assist the executive in its duties;
 - 1.2.3.4.2 be a member appointed to the Unit Executive, as the Councillor Occasional, where permitted under Unit by-laws;
- 1.2.3.5 Treasurer (2013)
 - 1.2.3.5.1 The duties of the Treasurer shall be as defined in the current Association Handbook By-laws. (2013)
 - 1.2.3.5.2 The duties of the Treasurer may be fulfilled by the Unit Treasurer. (2013)

1.2.4 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 continue until the number of members present is less than sixty-six (66%) percent of the announced number.

- 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 At least one (1) Bargaining Unit general meeting shall be held annually for reporting of the election candidates for the Bargaining Unit executive. (2017)
- 1.2.4.5 Two (2) other Bargaining Unit general meetings may be held annually to:
 - 1.2.4.5.1 endorse bargaining objectives and reports from the collective bargaining and grievance committees;
 - 1.2.4.5.2 ratify a tentative agreement with direction from the provincial collective bargaining field representative;
 - 1.2.4.5.3 receive reports from Committees of the Bargaining Unit, question those reports, debate motions and conduct the business of the Bargaining Unit.

1.2.5 Bargaining Unit Membership Meetings

- 1.2.5.1 The Bargaining Unit shall:
 - 1.2.5.1.1 hold an Endorsation Meeting, for the purpose of approving items to be negotiated, prior to the commencement of negotiations for a new Bargaining Unit Collective Agreement;
 - 1.2.5.1.2 hold meetings for the purpose of discussing matters related to the Bargaining Unit Collective Agreement;
 - 1.2.5.1.3 hold a Ratification Meeting subsequent to the completion of negotiations for the purpose of approving a Bargaining Unit Collective Agreement;
 - 1.2.5.1.4 conduct voting pertaining to the Collective Agreement in the schools, if so decided at a prior meeting of the Bargaining Unit Executive;
 - 1.2.5.1.5 hold meetings deemed necessary by the members or the Bargaining Unit Executive;
 - 1.2.5.1.6 receive reports from the Bargaining Unit Collective Bargaining Committee.
 - 1.2.5.1.7 Frequency of Bargaining Unit Executive Meetings
 - 1.2.5.1.7.1 The Bargaining Unit Executive shall meet a minimum of once every two (2) months, with the exception of July and August.
 - 1.2.5.1.7.2 In addition to the above meetings, the Bargaining Unit Executive shall meet at the request of the Chief Executive Officer or two (2) of the Executive members.
 - 1.2.5.1.7.3 In addition to the above bi-monthly meetings, the Bargaining Unit Executive shall meet at the request of three (3) or more Council of Association Representatives representing the respective members. (2016)
 - 1.2.5.1.8 A quorum for Bargaining Unit Executive Meetings shall be two-thirds (2/3) of the members.
 - 1.2.5.1.9 Any member of the Bargaining Unit shall be entitled to vote.
 - 1.2.5.1.10 Members may question reports.

- 1.2.5.1.11 Members may debate, amend or vote on motions.
- 1.2.5.1.12 New business may be raised by any member of the Assembly in accordance with the agenda of the meeting under "New Business".
- 1.2.5.1.13 Bargaining Unit Meetings shall consider an agenda proposed by the Executive, endorse the agenda and conduct the meeting in accordance with that agenda.
- 1.2.5.1.14 Unless otherwise requested, business of the Bargaining Unit shall be transacted by a show of hands.
- 1.2.5.1.15 Meetings are open only to statutory members of the respective Bargaining Unit and guests of the Occasional Teacher Bargaining Unit Executive. (2017)

1.2.6 Bargaining Unit Executive Elections

- 1.2.6.1 Eligibility:
 - 1.2.6.1.1 a candidate must be a statutory member of the Bargaining Unit at the time of taking office and during the term of office;
 - 1.2.6.1.2 at any given time, an officer may hold only one (1) elected office within the Bargaining Unit.
- 1.2.6.2 Elections:
 - 1.2.6.2.1 the Bargaining Unit Officers shall be elected by the members of the Bargaining Unit as per Standing Practices of the Unit. (2017)
 - 1.2.6.2.2 In lieu of an election, the bargaining unit annual general meeting may designate the appointment of the Unit Treasurer as the bargaining unit treasurer.(2016)
- 1.2.6.3 Removal from Office:
 - 1.2.6.3.1 an elected or appointed Officer of the Bargaining Unit who fails to perform the duties of the office may be removed from the office by a two-thirds (2/3) majority vote of the Council of Association Representatives members representing the respective Bargaining Unit. At least ten (10) days written notice of such impending action shall be provided to the Officer and to the respective Council of Association Representatives; (2016)
 - 1.2.6.3.2 an appeal may be made to the members at the Bargaining Unit General Meeting.
- 1.2.6.4 Openings on Bargaining Unit Executive:
 - 1.2.6.4.1 an opening on the Bargaining Unit Executive created through the resignation, removal from Office or death of an Executive member shall be filled at the discretion of the Bargaining Unit Executive Officers. Decision(s) as to the appointment or election of a member, to fulfill the remaining term of the vacant office, shall be made within thirty (30) days of the opening arising and subject to the approval of the Council of Association Representatives members from the Occasional Teacher Bargaining Unit. (2015)

1.2.7 Committees

- 1.2.7.1 The following standing committees may be appointed by the executive as needed:
 - 1.2.7.1.1 Collective Bargaining;

- 1.2.7.1.2 Ad-hoc.
- 1.2.7.2 Duties of Committees
 - 1.2.7.2.1 Bargaining Unit Standing Committees shall:
 - 1.2.7.2.1.1 recommend the name of a Chair to the Bargaining Unit Executive for approval;
 - 1.2.7.2.1.2 appoint a secretary to keep accurate records of meetings;
 - 1.2.7.2.1.3 report to the Bargaining Unit Executive as required;
 - 1.2.7.2.1.4 submit copies of minutes, through the Office Staff, to the Bargaining Unit Executive;
 - 1.2.7.2.1.5 take direction from the Bargaining Unit Executive and the Bargaining Unit members;
 - 1.2.7.2.1.6 report to the Annual General Meeting of the Unit and to other Bargaining Unit General and Membership Meetings as required;
 - 1.2.7.2.1.7 submit budget recommendations to the Unit Finance Committee for the following year;
 - 1.2.7.2.1.8 abide by the specific terms of reference for the Committee;
 - 1.2.7.2.1.9 expend budget recommendations as per Unit procedures and submit receipts/invoices, through the Office Staff to the Treasurer;
 - 1.2.7.2.1.10 plan projects and related costs;
 - 1.2.7.2.1.11 make recommendations for approval by the Bargaining Unit Executive and Council of Association Representatives prior to the commencement of the project; (2015)
 - 1.2.7.2.1.12 observe a quorum of fifty percent (50%) of committee members;
 - 1.2.7.2.1.13 make recommendations to the Bargaining Unit Executive and/or the members;
 - 1.2.7.2.1.14 propose, for Bargaining Unit Executive approval, the names of additional members who may wish to serve on the committee;
 - 1.2.7.2.1.15 consider pertinent matters introduced by one (1) of the members;
 - 1.2.7.2.1.16 make recommendations for changes in its own terms of reference or recommend the formation of an Ad Hoc Committee;
 - 1.2.7.2.1.17 consist of a minimum of four (4) members.
 - 1.2.7.2.2 Bargaining Unit Committee Chair shall:
 - 1.2.7.2.2.1 report as required to the Bargaining Unit Executive;
 - 1.2.7.2.2.2 supervise the compilation of accurate minutes, motions and reports;
 - 1.2.7.2.2.3 advise the Bargaining Unit Executive of the recommendation of the committee;
 - 1.2.7.2.2.4 submit budget recommendations to the Finance Committee for the following year;
- 1.2.7.3 TERMS OF REFERENCE OF STANDING COMMITTEES

- 1.2.7.3.1 The Collective Bargaining Committee shall:
 - 1.2.7.3.1.1 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;
 - 1.2.7.3.1.2 conduct a membership needs survey;
 - 1.2.7.3.1.3 draft proposals and provide rationale and costs;
 - 1.2.7.3.1.4 develop expertise with regards to negotiations and the respective local Collective Agreement;
 - 1.2.7.3.1.5 prepare a written brief outlining a set of proposals for negotiation toward a new Collective Agreement;
 - 1.2.7.3.1.6 advise the Bargaining Unit Executive of the need for a Membership Meeting of the Bargaining Unit to:
 - 1.2.7.3.1.6.1 seek endorsement of principles of negotiations;
 - 1.2.7.3.1.6.2 report on the progress of negotiations;
 - 1.2.7.3.1.6.3 ratify a tentative Collective Agreement;
 - 1.2.7.3.1.6.4 consider matters deemed necessary;
 - 1.2.7.3.1.7 report as required to by Bargaining Unit Executive and members;
 - 1.2.7.3.1.8 maintain ongoing liaison with the Provincial Collective Bargaining Staff and report the state of negotiations to the Provincial Association;
 - 1.2.7.3.1.9 advise and counsel the Bargaining Unit Executive and members on any matters pertaining to the Collective Agreement;
 - 1.2.7.3.1.10 negotiate a Collective Agreement based on principles endorsed by the members;
 - 1.2.7.3.1.11 present a tentative agreement to the members for ratification prior to signing of the Collective Agreement;
 - 1.2.7.3.1.12 negotiate according to the terms as defined by the Ontario Labour Relations Act;
 - 1.2.7.3.1.13 include the Unit President as an ex-officio member of the committee but not be eligible to vote unless a member of the Bargaining Unit. (2017)
- 1.2.7.4 Ad Hoc Committees
 - 1.2.7.4.1 Ad Hoc Committees may be created, from time to time, by a Membership Meeting or a Meeting of the Bargaining Unit Executive.
 - 1.2.7.4.2 Terms of Reference shall be set for each Ad Hoc Committee at the time of its creation or by the next meeting of the Bargaining Unit Executive.
 - 1.2.7.4.3 Ad Hoc Committees and Chairs shall be subject to all Duties outlined for Standing Committees and Chairs.

1.2.7.4.4 Anticipated budgets shall be considered at the time of establishment of the Terms of Reference and submitted for approval to the Council of Association Representatives. (2015)

1.2.8 Duties of Grievance Officer

1.2.8.1 In addition to those duties set out in the current Association Handbook, the Grievance Officer shall:

1.2.8.1.1 be available to counsel any member regarding the interpretation and implementation of the Collective Agreement;

1.2.8.1.2 encourage members whose rights seem to have been contravened to lodge appropriate grievances as per the Collective Agreement;

1.2.8.1.3 encourage the members to inform the grievance officer of any potential grievances;

1.2.8.1.4 assist in the preparation and presentation of grievances;

1.2.8.1.5 keep an accurate and confidential file of grievances;

1.2.8.1.6 secure advice from the appropriate Provincial Staff and/or legal counsel;

1.2.8.1.7 report in generalities to the Unit Executive, Bargaining Unit Executive and Council of Association Representatives on the progress of grievances in accordance with the Municipal Freedom of Information Protection of Privacy Act 2001; (2017)

1.2.8.1.8 monitor the implementation of the Collective Agreement;

1.2.8.1.9 liaise with the Provincial Office on matters of grievance that may proceed to arbitration.

1.3 Amendments to By-laws

1.3.1 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 ten (10) calendar days prior to the general meeting. (2017)

1.4 Jurisdiction

1.4.1 Nothing in the scope and operation of the Bargaining Unit shall be in conflict with the Provincial Association or Unit By-laws, Policies or Procedures.

2. Procedures

2.1 Elections

2.1.1 Candidates running for the following Offices shall declare their candidacy, in writing, a minimum of ten (10) working days prior to elections:

2.1.1.1 Chief Executive Officer

2.2 Amendments to Procedures

2.2.1 Procedures may be established, amended, rescinded or suspended by:

2.2.1.1 a two-thirds ($2/3$) vote of the membership present and voting at a general meeting, provided notice has been given at least ten (10) calendar days prior to the general meeting; or (2017)

2.2.1.2 a nine-tenths ($9/10$) majority of the executive, subject to ratification at the next general meeting.