

**DISTRICT 13 OSSTF TEACHERS'
BARGAINING UNIT
CONSTITUTION, BYLAWS &
POLICY**

2020-2021

ARTICLE I – NAME

This organization shall be known as OSSTF, District 13, Permanent Teachers' Bargaining Unit (TBU).

ARTICLE II – OBJECTS

The objects of this Bargaining Unit shall be as specified in the District Constitution of OSSTF District 13 - Durham.

ARTICLE III – MEMBERSHIP

Membership shall be as designated according to the OSSTF District 13 - Durham Constitution and Provincial OSSTF Constitution & Bylaws.

ARTICLE IV - FUNDS

SECTION 1 The Permanent Teachers' Bargaining Unit will function based on funds allotted by the District Executive in the District Budget. This will include the District's share of the TBU President's salary and benefits.

SECTION 2 At the discretion of the TBU Executive, charges for special activities will be set, each case being treated individually.

SECTION 3 By a three-quarters majority vote of the TBU members present, qualified to vote and voting, at a District Annual Meeting, special fees may be levied from time to time to finance specified projects, each case being treated individually.

SECTION 4 Annual rebates, as prescribed in both the District and TBU Bylaws will be paid to each Branch in the District as determined by the FTE at each Branch.

SECTION 5 Resolutions which if adopted would require the expenditure of any District funds must be submitted to the District Resolutions Committee Chairperson two weeks prior to the District Annual Meeting.

SECTION 6 The TBU may establish such special accounts as it deems necessary within the District Budget. Funding of these accounts will be the responsibility of the District Executive.

**ARTICLE V – PERMANENT TEACHERS’ BARGAINING UNIT
ORGANIZATION**

- SECTION 1 The Permanent Teachers’ Bargaining Unit shall consist of the dues-paying permanent teachers, facilitators and centrally hired academic coaches employed by the Durham District School Board, including teachers at Grove school, credit granting Continuing Education teachers and those teachers on an approved leave such as LTD.
- SECTION 2 There shall be a Teachers’ Bargaining Unit Executive consisting of:
- a) Voting Members as follows:
 - i) the TBU President, who shall also be a Bargaining Unit Provincial Councillor;
 - ii) TBU Vice-Presidents (Maximum of 4);
 - iii) the TBU Secretary-Treasurer, or TBU Secretary and TBU Treasurer;
 - iv) Additional Teacher Bargaining Unit Provincial Councillor(s), if required as per Bylaw III, Section 4.
 - b) Non-voting Members as follows:
 - i) the Executive Officer(s) if members of the TBU;
 - ii) the Chief Negotiator of the TBU.
- SECTION 3 The TBU shall be divided into Branches as outlined in Article VI.

ARTICLE VI - BRANCH ORGANIZATION

- SECTION 1 The members of a Branch of the TBU shall be as defined in the Bylaws.
- SECTION 2 There shall be a Branch Executive consisting of the Immediate Past Branch President (if still a member of the TBU), the Branch President, the Branch Vice-President or Branch Vice-Presidents, the Branch Secretary-Treasurer or Branch Secretary and Branch Treasurer, two Collective Bargaining Committee representatives, and a representative for each other standing committee in the District.
- SECTION 3 The Branch President will be a member of District Council and should attend all District Council meetings or send a designate from the Branch Executive.
- SECTION 4 The Branch shall provide for:
- a) the annual election of the Branch President;
 - b) the annual election of other members of the Branch Executive;
 - c) the transaction of Branch business in accordance with Branch Bylaws

provided that such Bylaws do not contravene Provincial OSSTF, OSSTF District 13 – Durham or OSSTF District 13 – Durham TBU Constitutions or Bylaws.

ARTICLE VII – BYLAWS

The TBU members at the District Annual Meeting may pass resolutions to the TBU Bylaws not inconsistent with the OSSF District 13 – Durham Constitution or Bylaws & the Constitution & Bylaws of Provincial OSSTF concerning:

- a) the procedure for the election of TBU Executive members;
- b) the formation of Branch organizations;
- c) the time, place and conduct of TBU meetings;
- d) all other matters as are deemed necessary or convenient for the promotion of the welfare of the Members or the conduct of the business of the TBU.

ARTICLE VIII – AMENDMENTS

- SECTION 1** Amendments to this Constitution may be made at the District Annual Meeting by a two-thirds vote of the TBU Members present, qualified to vote and voting, provided that:
- a) written notice of the proposed amendment shall have been given to the TBU President at least eight weeks in advance of the next District Annual Meeting;
 - b) such notice will be published to the membership at five weeks in advance of the next District Annual Meeting by the TBU President.

If section a) is not met, amendments to this constitution will be deemed late and require a 9/10ths majority vote at the District Annual Meeting.

- SECTION 2** If a resolution to the TBU Bylaws at the District Annual Meeting is deemed to require TBU constitutional amendment to be in order, such resolutions and required amendments shall be accepted as notice of motion to the next District Annual Meeting.

ARTICLE IX – COMPLIANCE

No part of this constitution may contravene any of the constitutions or bylaws of the Provincial OSSTF or OSSTF District 13 - Durham. If any parts are found to contravene the constitutions or bylaws of the Provincial OSSTF or OSSTF District 13 - Durham, then the Provincial or District constitutions and bylaws shall apply.

BYLAWS

BYLAW I - BRANCHES

- SECTION 1 A Branch shall consist of the Permanent Teacher and/or credit-granting Continuing Education teacher members of OSSTF in one school. All Permanent Teachers employed by the Durham District School Board and providing educational programs for clients of Government Care, Treatment, and Correctional facilities shall belong to a Grove Branch. All other Permanent Teacher members of OSSTF employed by the Durham District School Board but not attached to a specific school shall belong to a separate Branch known as Branch 18.
- SECTION 2 Each Branch shall provide the names of its Executive for the coming year to the TBU Secretary no later than June 15th.
- SECTION 3 Annual Rebate
- a) The Annual Rebate to each Branch shall not be more than \$3.00 per F.T.E. member.
 - b) Rebates within the amount indicated in (a) may be applied for any time during the fiscal year between September 1st and June 1st.
 - c) To be eligible for a rebate a Branch must:
 - (i) endorse, by a majority vote of Branch members conducted at a Branch meeting, all expenditures of Branch rebate money;
 - (ii) provide documentation to the District Office of valid Branch expenditures to the amount requested including all receipts.

BYLAW II – MEETINGS

- SECTION 1
- a) The TBU Executive shall meet at the call of the TBU President or at the written request of two members of the TBU Executive.
 - b) A quorum for meetings of the TBU Executive shall be fifty percent of those qualified to vote at such meetings; this shall include at least three (3) of the President, Vice-Presidents, Additional Teacher Bargaining Unit Provincial Councillor(s), Secretary and Treasurer.
 - c) TBU business can be carried out as part of the agenda of the District Annual Meeting or District Executive meetings.
- SECTION 2 The District Annual Meeting shall be held in time to permit the newly elected TBU Executive to prepare to take office at the prescribed time.
- SECTION 3 TBU mass meetings other than the District Annual Meeting may be called at any time at the discretion of the TBU Executive. Except in the case of a strike vote conducted at a mass meeting, the results of which are binding, the purpose of such meetings can be consultative, but not legislative; any decision on matters discussed at these meetings must be taken by referendum at the Branch level.

- SECTION 4 a) The Membership of the TBU at the District Annual Meeting shall consist of all TBU Members of OSSTF in attendance at the District Annual Meeting.
- b) A quorum for the TBU at the District Annual Meeting shall be those members in attendance at the District Annual Meeting when any vote is taken.

BYLAW III - NOMINATION AND ELECTION PROCEDURES

- SECTION 1 All TBU members elected to the District Executive shall be considered elected to the same position within the TBU Executive.
- SECTION 2 In the event that a District Executive position is held by an individual who is not a member of the Permanent Teachers' Bargaining Unit, the District Executive shall conduct a separate election for the vacant TBU executive position(s). This election shall take place at the current District Annual Meeting using the same rules and procedures as the District Elections under Bylaw III of the District 13 Constitution.
- SECTION 3 Any Active Member of the TBU is eligible for any elected position except:
Executive Officers may only hold the following elected positions and only in a non-voting capacity at TBU Executive:
- Treasurer or Secretary/Treasurer
 - Additional Bargaining Unit Provincial Councillors
 - AMPA Delegate
- (i) in the event that an Executive Officer runs and is elected for a position that is not included in the list above, the Executive Officer will vacate their Executive Officer position upon taking office.
- (ii) In the event that a member holding an elected position not listed above earns an Executive Officer position, the member will vacate the elected position upon the start of the hired term.
- A candidate may hold more than one elected position.
- SECTION 4 If the Bargaining Unit has enough F.T.E. to generate Additional Bargaining Unit Provincial Councillor(s), as determined by the Constitution and Bylaws of Provincial OSSTF, then their election shall occur at the District Annual Meeting by the members of the TBU present and eligible to vote.
- SECTION 5 Candidate(s) for the position(s) of Additional Teacher Bargaining Unit Provincial Councillor(s) will be elected in the same fashion as the District

Secretary and District Treasurer as outlined in the District Bylaws except that they must be a member of the TBU.

- SECTION 6 a) The District nominating committee, appointed by the District Executive, shall prepare a list of nominees for all open elected TBU offices for presentation to the TBU Annual Meeting.
b) This committee will accept, with the consent of the nominee, any nominations for office signed by at least two members of TBU and following the elections guidelines in Bylaw III of the District 13 Constitution.
- SECTION 7 Only Members of the TBU may vote for candidates running for any office of the TBU Executive.

BYLAW IV – DUTIES

- SECTION 1 It shall be the duty of the TBU President:
a) to call and preside at all meetings of the TBU Executive;
b) to liaise with other bargaining units and keep current with District activities;
c) to supervise the function of the District 13 Office with respect to the business of the Teacher Bargaining Unit;
d) to keep the Provincial Executive informed of federation activities within the TBU;
e) to provide counselling, support and advocacy for all TBU members seeking Union aid;
f) to fulfill the duties of a Bargaining Unit President outlined in the District Constitution;
g) to attend Provincial Council meetings and fulfill the duties described under Bylaw IV Section 13 of the District Constitution;
h) to act as Grievance Officer and chairperson of the TBU Grievance Committee
i) to act as the TBU Constitution Officer.
- SECTION 2 It shall be the duty of the TBU First Vice-President:
a) to perform the duties of the TBU President in their absence, or at the President's request;
b) upon TBU Executive recommendation, to act as liaison with the District Collective Bargaining Committee;
c) to act as a member of the TBU Grievance Committee.
- SECTION 3 It shall be the duty of the TBU Second Vice-President:
a) to perform the duties of the TBU First Vice-President in their absence;

b) to perform duties as assigned by the collective will of the TBU Executive. The collective will of the TBU Executive will be decided by majority vote of the TBU Executive.

SECTION 4 It shall be the duty of the TBU Third Vice-President:

- a) to perform the duties of the TBU Second Vice-President in their absence;
- b) to perform duties as assigned by the collective will of the TBU Executive. The collective will of the TBU Executive will be decided by majority vote of the TBU Executive.

SECTION 5 It shall be the duty of the TBU Fourth Vice-President:

- a) to perform the duties of the TBU Third Vice-President in their absence;
- b) to perform duties as assigned by the collective will of the TBU Executive. The collective will of the TBU Executive will be decided by majority vote of the TBU Executive.

SECTION 6 It shall be the duty of the TBU Secretary:

- a) to record all minutes;
- b) to ensure the retention of all records of TBU correspondence and minutes;
- c) to ensure the forwarding of those resolutions and recommendations of the TBU membership which should be brought to the attention of the Provincial Federation.

SECTION 7 It shall be the duty of the TBU Treasurer to work with the District Treasurer:

- a) to ensure the retention of an accounting of all monies received and disbursed according to the appropriate accounting procedures of the Provincial OSSTF;
- b) to ensure the deposit of all monies received in a chartered bank or trust company in the name of OSSTF, District 13 – Durham;
- c) to submit a financial statement, as needed, to the TBU Executive and TBU members of District Council;
- d) to pay all authorized accounts by cheque or electronic means in accordance with the Bylaws of the District;
- e) to present annually to the District Annual Meeting, a detailed and duly audited financial statement for the preceding fiscal year;
- f) to prepare a draft budget to present to the District Executive for consultation and approval each year;
- g) to present the current year's budget to District Council after approval by the District Executive.

SECTION 8 It shall be the duty of the Chief Negotiator to:

- a) act as chair of the TBU Collective Bargaining Committee;
- b) act as chair of the Collective Bargaining Team;

- c) act as a member of the TBU Grievance Committee;
- d) develop a bargaining brief;
- e) run a negotiations priority survey;
- f) meet informally with other chief negotiators in the District as needed
- g) communicate as needed with District Council and District Executive regarding the progress of negotiations;
- h) ensure maintenance of the collective agreement

SECTION 9 It shall be the duty of the Additional Teacher Bargaining Unit Provincial Councillor(s):

- a) to attend Provincial Council Meetings
- b) to share information received at provincial council with the bargaining unit as appropriate.

SECTION 10 It shall be the duty of the TBU Executive:

- a) to promote within the TBU the objects of the OSSTF Constitution;
- b) to meet at the call of the TBU President or at the written request of two or more Members of the TBU Executive;
- c) to make arrangements for meetings of the TBU Executive;
- d) to report to the TBU Members at the District Annual Meeting, where appropriate;
- e) to give full consideration to any recommendation from the District Council;
- f) to carry out instructions from the TBU as directed at the District Annual Meeting;
- g) to instruct the Bargaining Unit President, Additional Teacher Bargaining Unit Provincial Councillor(s) and Delegates to the Provincial Assembly on matters to come before the Provincial Council and Provincial Assembly;
- h) to deal with matters which, in its opinion, require action between meetings of the District Membership and District Council;
- i) to keep the TBU Members informed of its activities, where appropriate;
- j) to appoint a successor to complete the unexpired term of anyone elected or appointed solely to the TBU Executive, provided that the unexpired term is less than sixty (60) calendar days;
- k) to authorize payment of expenses and accounts incurred in the conduct of approved business of the TBU;
- l) to inform the District Executive of any alleged unprofessional conduct within the TBU;
- m) to ensure that the District 13 Anti-Harassment and Anti-Bullying Policy and Procedure is followed at all TBU workplaces, meetings and functions;
- n) to appoint a TBU Chief Negotiator;
- o) to ensure the appointment or election of a Branch President to represent OSSTF at each school in accordance with the duties of a Branch President;

p) to elect a substitute(s) to replace the TBU President or TBU Chief Negotiator at Provincial President and/or Chief Negotiators Meetings;
 q) to elect a substitute(s) to replace the TBU President or TBU Additional Bargaining Unit Provincial Councillor(s) at Provincial Council Meetings;
 r) to decide to leave a TBU Executive position vacant if this is solely a TBU position unless the position is that of TBU President which must be filled.

SECTION 11 It shall be the duty of the Branch President:

- a) to be a visible OSSTF resource to Members at their Branch;
- b) to aid Branch members, in consultation with the District office or the TBU Executive, in dealings with the principal or vice-principal;
- c) to keep Branch members informed of ongoing programs and new initiatives from the TBU or District and Provincial levels of OSSTF;
- d) to keep District Council, the TBU and District Executive informed about the questions, concerns and initiatives arising from the Branch;
- e) to carry out the duties associated with the In-School Workload Review Committee;
- f) to ensure that the Membership at their Branch is aware of any nominees for elected office known in advance of the District Annual Meeting;
- g) as a Member of District Council, to elect an individual to complete the unexpired term of a Member of the TBU Executive holding a position which is normally filled through elections at the District Annual Meeting if they are unable to complete their term of office, provided that such unexpired term is at least sixty (60) calendar days;
 as notice of the extended vacancy must be provided to the membership in a timely fashion, the following election rules would apply:
 - (i) until a replacement is duly elected, the TBU Executive will take responsibility for the duties of the vacant position;
 - (ii) written notification of the vacancy and the election process to fill that vacancy must be provided to the membership within two (2) weeks of the vacancy (should the vacancy occur during a non-work period, within two (2) weeks of the return to work);
 - (iii) an election for the vacant position shall be held at a meeting of District Council which must occur within four (4) weeks of the vacancy (should the vacancy occur during a non-work period, within four (4) weeks of the return to work);
 - (iv) two (2) members of the TBU Executive not running for the vacant position shall be designated by the TBU Executive as the nominating committee and shall run the election according to the rules outlined in District 13 Constitution Bylaw III.

SECTION 12 It shall be the duty of the TBU Membership at the District Annual Meeting:

- a) to elect the TBU President, TBU Vice-Presidents, Additional Teacher Bargaining Unit Provincial Councillor(s), TBU Secretary-Treasurer or TBU Secretary and TBU Treasurer;
- b) to receive and pass upon any communications and resolutions from the Branches of the District;
- c) to determine the action to be taken in regard to the reports received and to instruct the TBU Executive;
- d) to consider matters of general interest to education as they affect OSSTF and the TBU;
- e) to establish, amend, or rescind policy for the TBU.

BYLAW V – LOCAL COLLECTIVE BARGAINING

- SECTION 1** Negotiations for the purpose of making or renewing a Local Collective Agreement on behalf of the Members of the TBU shall be conducted by a Collective Bargaining Team which shall consist of:
- a) The TBU Chief Negotiator, who shall be the Chairperson of both the Collective Bargaining Committee Teams and the Collective Bargaining Committee;
 - b) The President of District 13 OSSTF, (ex-officio);
 - c) The President of the TBU if not the District President, (ex-officio);
 - d) A Statistician, co-opted by the team, who should, where feasible, be or become a Member of the Collective Bargaining Committee;
 - e) A secretary, elected from the Collective Bargaining Committee;
 - f) One (1) TBU Vice-President appointed by the TBU Executive;
 - g) The Vice-Chair of the Collective Bargaining Committee, appointed by the TBU Executive.
- SECTION 2** The Collective Bargaining Committee shall consist of:
- a) the members of the Collective Bargaining Team;
 - b) two elected representatives from each Branch;
 - c) the immediate past Chairperson of the Collective Bargaining Committee.
- SECTION 3** The Collective Bargaining Team shall survey the Membership of the TBU to determine its priorities in negotiations, and shall attempt to conduct negotiations in accordance with these priorities.
- SECTION 4** The Collective Bargaining Team must keep the Membership informed through the Collective Bargaining Committee of the priorities it has determined and of the general progress of negotiations. Notwithstanding the above, or the provisions of these Bylaws regarding the duties of Chairpersons, the Collective Bargaining Team, may decide, with the approval of the TBU Executive, not to reveal some details in order to facilitate negotiations.

- SECTION 5 The Collective Bargaining Team may reach a tentative agreement or may tentatively agree to pursue a course of action, such as arbitration, but such tentative agreement or course of action must be ratified by Membership referendum; the Collective Bargaining Team has no power to commit the Membership absolutely.
- a) When the Collective Bargaining Team reaches a tentative agreement, the Collective Bargaining Committee shall present the Membership with written details of such agreement with a recommendation for acceptance or rejection based upon a vote taken by up to three (3) members from each Branch constituted of the Collective Bargaining Committee Representatives, and Branch President. In the case that a recommendation for acceptance or rejection cannot be made, written reasons for not making such a recommendation will be provided. Otherwise, a clearly worded ballot form will be provided. Acceptance or rejection shall be by majority of the Members who vote, provided that reasonable effort is made to give every Member an opportunity to vote. In any case, voting must be completed not less than twenty-four hours nor more than seventy-two hours (Saturdays, Sundays and holidays excepted), after presentation to the Membership of the tentative agreement.
- b) When a course of action, such as arbitration, leading to an agreement is proposed, the Collective Bargaining Committee shall present the Membership with a summary of negotiations to that time, including agreements reached and a summary of differences between the parties on items agreed to, with its recommendations as to the proposed course of action and its reasons therefore, and with a ballot clearly stating the proposed course of action. Approval or rejection shall be as in (a), above.
- SECTION 6 Negotiations for amendment of the collective agreement during the term of the collective agreement will be undertaken only with the authorization of the TBU Executive. The Collective Bargaining Committee must ratify the amendment with a majority vote of those members present, qualified to vote and voting at a Collective Bargaining Committee meeting in order for the amendment to have effect.
- SECTION 7 The Local Bargaining Team shall remain in place until a local collective agreement is ratified. Should any person on the Bargaining Team by virtue of their position on the TBU Executive be replaced at the District Annual Meeting, they will be replaced on the Bargaining Team effective July 1st save for a TBU president who, at the discretion of the TBU Executive, may continue as a non-voting additional member of the bargaining team to ensure continuity through negotiations.

BYLAW VI – TBU GRIEVANCE PROCEDURE

- SECTION 1 There shall be a TBU Grievance Committee consisting of the following three members or their designates:

- a) The TBU President;
 - b) The TBU Chief Negotiator;
 - c) The TBU First Vice-President.
- SECTION 2 The TBU President shall be the TBU Grievance Officer and shall act as Chairperson of the TBU Grievance Committee.
- SECTION 3 In the event that a member of the TBU Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the TBU Executive will be appointed by the TBU Grievance Committee to become the representative.
- SECTION 4 The purpose of the TBU Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance.
- SECTION 5 Meetings of the TBU Grievance Committee will be called by the Chairperson.
- SECTION 6 Procedures for Alleged Grievances
- a) All alleged grievances directed to the Branch President or Bargaining Unit President shall be referred to the TBU Grievance Officer immediately.
 - b) The Branch President or another member of the Federation may assist the member in presenting the facts of the case to the TBU Grievance Committee.
 - c) The TBU Grievance Committee will consider *in camera* whether the TBU will proceed with the grievance. All decisions of the TBU Grievance Committee shall be by simple majority.
 - d) The TBU Grievance Officer shall inform the teacher and the TBU Executive of the decision of the TBU Grievance Committee.
- SECTION 7 A quorum for the TBU Grievance Committee shall be two and the decision in this case shall be unanimous.
- SECTION 8 TBU Grievance Appeals Committee
- a) The TBU Grievance Appeals Committee shall consist of 5 members of the TBU Executive who are not members of the TBU Grievance Committee.
 - b) The members of the TBU Grievance Appeals Committee shall select one of their members to chair the meeting.
 - c) A quorum for the TBU Grievance Appeals Committee shall be three members and the decision in this case shall be unanimous.
- SECTION 9 Procedures for the TBU Grievance Appeals Committee
- a) The TBU member asking for an appeal of the decision of the TBU Grievance Committee will be invited to attend a meeting of the TBU Grievance Appeals Committee to present the case.
 - b) The TBU member appealing the decision will have an opportunity to present the case with the assistance of an advisor who is a member of the TBU but is not a member of the TBU Grievance Committee or the TBU Grievance Appeals Committee.
 - c) The TBU Grievance Committee Chairperson will state the reasons for not carrying forward the grievance.

d) The TBU member appealing the ruling of the TBU Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the TBU Grievance Committee.

e) The TBU Grievance Appeals Committee will consider the appeal *in camera* after both parties have been excused and will communicate its decision to the TBU member, the TBU Grievance Officer and the TBU Executive as soon as possible.

SECTION 10 The TBU Grievance Appeals Committee will also serve as an Appeals Committee for the Anti-Bullying and Anti-Harassment Policy.

BYLAW VII - DISTRICT LEVY, FEDERATION OFFICERS' LEAVE AND SALARY

SECTION 1 The President of the TBU of District 13, OSSTF shall be relieved of all teaching duties with no loss of salary, extra degree, allowances, benefits, sick leave credits or seniority. The TBU President shall receive an additional stipend equivalent to the Department Head Allowance in the TBU Collective Agreement.

SECTION 2 The District Levy assessed on members of the Permanent Teachers' Bargaining Unit will first be used to pay for the District's share of the TBU President's salary and benefits.

SECTION 3 Any remaining Monies collected through the levy shall be used to pay District Executive Officers' salaries and benefits costs, as outlined in the collective agreements.

BYLAW VIII - PROCEDURES

SECTION 1 a) Meetings of the TBU Executive shall be conducted according to an agenda which must be approved as the first item of business after the meeting is called to order.

b) This agenda must include:

(i) at the first meeting of the school year, and then at the discretion of the Chairperson, the reading of the OSSTF Pledge;

(ii) the minutes of the previous meeting and business arising there from;

(iii) the appointment of necessary temporary committees;

(iv) the reports of President and Treasurer;

(v) reports of committees;

(vi) any Branch resolutions;

(vii) the provision for any new business;

(ix) the District 13 Anti-Harassment Statement and the identification of the Anti-Harassment Officer;

(x) the Land Acknowledgement Statement.

- SECTION 2 a) Any resolution on the floor, by a time to be specified at the beginning of the resolutions period of the District Annual Meeting, is to be voted on at that time and all remaining resolutions are to be referred to the District Council for further action.
 b) If mover and seconder, or their appointed spokesperson, are not present, the motion will be dropped.
 c) Members may speak to a resolution according to Robert's Rules of Order.
- SECTION 3 The regular order of business at a TBU Executive meeting may be suspended by a two-thirds vote of those present, qualified to vote and voting.
- SECTION 4 Questions not covered in the TBU District 13 Constitution and TBU District 13 Bylaws shall be determined by reference to the Rules of Order determined by the Constitution and Bylaws of Provincial OSSTF for the current year.

BYLAW IX - POLICY

- SECTION 1 TBU Policy shall be defined in the same manner as is policy in the Constitution and Bylaws of District 13, OSSTF.
- SECTION 2 TBU Policy shall have the same status within District 13 as OSSTF Policy has within OSSTF.
- SECTION 3 TBU Policy may be established, amended or rescinded by the TBU Membership at the District Annual Meeting under the same conditions as provided in these Bylaws for amendments to the Bylaws.
- SECTION 4 The TBU Executive may establish TBU interim policy as provided in the Duties of District Council as described in the District Constitution. Such TBU interim policy shall exist until the District Annual Meeting immediately following the passage of such interim policy and during that period of time shall have the same status as TBU policy passed at the District Annual Meeting.
- SECTION 5 A record of the TBU Policy shall be kept with the TBU Constitution and Bylaws of District 13, OSSTF.

BYLAW X - AMENDMENTS TO THE TBU BYLAWS

- SECTION 1 Amendments to TBU Bylaws may be made at the District Annual Meeting:

a) by a majority vote of those TBU Members present, qualified to vote and voting provided that:

(i) written notice of the proposed amendment shall have been given to the TBU President not less than six weeks prior to the next District Annual Meeting;

(ii) such notice shall be published to the membership at least five weeks in advance of the next District Annual Meeting by the TBU President

b) by a three-quarters vote of those present, qualified to vote and voting, previous notice as in a) not having been given.

SECTION 2 If any plan is proposed to District 13, OSSTF to restructure the terms of office of the TBU Executive, and/or to alter the financial compensation provided to a member on release from regular school duties with remuneration from District 13, OSSTF funds, such a proposal must be submitted to the District Annual Meeting, requiring a two-thirds majority of those present, qualified to vote and voting, prior to implementation. The essentials of the plan must be published to the membership at least five weeks in advance of the Annual Meeting.

District 13 OSSTF Teachers' Bargaining Unit, Constitution, Bylaws & Policy
2019/2020 Constitution