

DISTRICT 26
Teachers' Bargaining Unit
ANNUAL GENERAL MEETING
North Grenville Municipal Centre, Kemptville, ON
Thursday, May 4, 2023
4:00 PM
UNAPPROVED MINUTES

1. **CALL TO ORDER @ 4:16PM**

2. **WELCOME**

3. **ANTI-HARASSMENT STATEMENT**

A member of OSSTF/FEESO has the right to a workplace and union environment free from harassment and bullying. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are always unacceptable. As members of OSSTF/FEESO, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion.

OSSTF/FEESO is committed to strengthening member solidarity and takes seriously its own responsibility to ensure that members are treated with respect and dignity at all provincially sponsored OSSTF/FEESO events and meetings. Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with District 26 Anti-Harassment Complaints and Resolution Policy and Procedure.

The designated Anti-Harassment Officer for OSSTF, District 26, 2022-2023 is Tanya Crosbie, cell phone 613-802-9818.

4. **LAND ACKNOWLEDGEMENT**

OSSTF District 26 acknowledges and thanks the Haudenosaunee and Anishinabek people of this territory, and the other First Nations, Métis, and Inuit peoples residing on this land, for sharing your ways so that we may come together in a good way. Beyond a land acknowledgement, we encourage all non-Indigenous peoples on these lands to learn the treaties & their stories, to support the struggles of the peoples whose lands we are on, and to celebrate the achievements of the various First Nations, Métis, and Inuit peoples.

The Ontario Federation of Indigenous Friendship Centres (OFIFC) represents the collective interests of 29 Friendship Centres in cities and towns across the province. Friendship Centres are places for community members and Indigenous people living in urban spaces to gather, connect with one another and receive culturally based services. Friendship Centres improve the lives of urban Indigenous people by supporting self-determined activities which encourage equal access to, and participation in, Canadian society while respecting Indigenous cultural distinctiveness. To learn more about Friendship Centres and access their resources, visit <https://ofifc.org>.

5. **APPROVAL OF AGENDA [RES – PROC-2023-01]**

BIRT the agenda be adopted.

Moved by: Richard Scarf

Seconded by: Jason Marshall

PROC-2023-01

CARRIED

"As per Bylaw 19.4.11 of Teacher Bargaining Unit Constitution, as Chair, I declare, The Bargaining Unit Council shall elect, at its first council meeting of each Federation year, the Bargaining Unit Council representative who will be a member of the Bargaining Unit Executive and who will perform duties as assigned by the Bargaining Unit Executive."

TBU Council Chair: to be determined

9.3 Presentation of Contested Position – TBU President and Speeches

4.4.7 *All candidates nominated in accordance with the Bylaws and standing for election shall have the opportunity for a brief speech at the Annual General Meeting, if multiple candidates exist for that position.*

4.4.7.1 *When multiple candidates exist for one position, the order of speeches shall be determined by lot.*

4.4.7.2 *Speeches shall not exceed five (5) minutes in duration.*

Adrienne McEwen

Crystal Watson

10. NEW BUSINESS

10.1 Branch Steward Award

For Outstanding Representation at the Branch Level, the recipient for 2022-2023 is Dan Tremblay

10.2 Constitutional Amendments & Other Resolutions

"Constitution Article 14: Amendments to Articles and Bylaws

14.1 Articles of the Constitution may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a three-quarters vote of those members present, eligible to vote and voting.

14.2 Bylaws may be established, amended or rescinded at the Bargaining Unit Annual General Meeting by a two-thirds vote of those members present, eligible to vote and voting."

BIRT Article 6.1 be amended as follows:

- The addition of "/Grievance Officer" to sub-article 6.1.5 after Contract Maintenance Officer
- The deletion of "6.1.6 the Bargaining Unit Grievance Officer"

Article 6: Bargaining Unit Executive Organization (A.22)

6.1 There shall be an Executive of the Bargaining Unit (hereby referred to as "Executive") composed of:

6.1.1 the Bargaining Unit President,

6.1.2 two Bargaining Unit Vice-President,

6.1.3 the Bargaining Unit Secretary,

6.1.4 the Bargaining Unit Treasurer,

6.1.5 the Bargaining Unit Chief Negotiator/Contract Maintenance Officer/**Grievance Officer**,

~~6.1.6 the Bargaining Unit Grievance Officer,~~

6.1.7 the Collective Bargaining Committee Chair,

6.1.8 the Bargaining Unit Council Representative,

6.1.9 Equity, Anti-Racism, and Anti-Oppression Officer.

Rationale: Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

CON-2023-01

CARRIED

NOTE: This motion is out of order if CON-2023-01 is not carried.

BIRT Bylaw 4.1 be amended as follows:

- The deletion of "4.1.5 Grievance Officer"
- The addition of "/Grievance Officer" to sub-article 4.1.6 after Contract Maintenance Officer

Article 4: Bargaining Unit Elections

4.1 The following shall be elected prior to May 15th in each year and shall assume office at the beginning of the next Federation Year (July 1): (A.22)

4.1.1 the President,

4.1.2 two Vice President,

4.1.3 the Secretary,

4.1.4 the Treasurer,

~~4.1.5 Grievance Officer~~

4.1.6 the Chief Negotiator/Contract Maintenance Officer/**Grievance Officer**,

4.1.7 Equity, Anti-Racism, and Anti-Oppression Officer.

Rationale: Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-01

CARRIED

NOTE: This motion is out of order if CON-2023-01 is not carried.

BIRT Bylaw 11 be amended as follows:

- The addition of "/Grievance Officer" to Bylaw 11 title
- The substitution of "support and liaise with the Grievance Officer on a regular basis regarding potential grievances and concerns pertaining to the negotiating brief" by "Complete the Duties of the Grievance Officer as per Bylaw 12;"

Bylaw 11: Duties of the Chief Negotiator/Contract Maintenance Officer/Grievance Officer****

11.1 The Chief Negotiator/Contract Maintenance Officer shall:

11.1.1 assume responsibility for the completion of the negotiating brief in consultation with the Collective Bargaining Committee;

11.1.2 present the brief for approval to:

11.1.2.1 the Collective Bargaining Committee,

11.1.2.2 the Bargaining Unit Executive,

11.1.2.3 the Provincial OSSTF;

- 11.1.2.4 modify the brief as required to meet approval of the bodies referred to in Bylaw 11.1.2;
- 11.1.3 communicate on a regular basis with members:
 - 11.1.3.1 in preparing the brief,
 - 11.1.3.2 in negotiations,
 - 11.1.3.3 regarding a tentative settlement when reached;
- 11.1.4 be the Chief Spokesperson during negotiations with the Employer;
- 11.1.5 be on the Table Team in the event the Bargaining Unit requests Resumption of Bargaining
- 11.1.6 liaise with Provincial OSSTF;
- 11.1.7 **Function as the Grievance Officer as per Bylaw 12** ~~support and liaise with the Grievance Officer on a regular basis regarding potential grievances and concerns pertaining to the negotiating brief;~~
- 11.1.8 contribute to the ongoing business of the Teacher Bargaining Unit;
- 11.1.9 function as the Contract Maintenance Officer.

***Rationale:** Historically, these two roles have always been filled by the same individual. The number of grievances in UCDSB is significant based on the size of the bargaining unit. To that end, it would be unreasonable for a non-released member of the TBU to diligently fulfil the duties of the grievance officer.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-02

CARRIED

BIRT Bylaw 22.4 be amended by the substitution of "A quorum at a General Bargaining Unit Meeting shall consist of at least twenty (20) members from eight (8) Branches." for "A quorum at a General Bargaining Unit Meeting shall be the greater of:

- a) twenty (20) members from at least five (5) worksites, OR
- b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called."

22.4 ~~A quorum at a General Bargaining Unit Meeting shall consist of at least twenty (20) members from eight (8) Branches.~~

A quorum at a General Bargaining Unit Meeting shall be the greater of:

- a) twenty (20) members from at least five (5) worksites, OR**
- b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called.**

***Rationale:** Simplification of quorum language to allow for the TBU to be better able to conduct business. Those in attendance are invested and should have their votes counted. This also addresses concerns from staff of TR Leger with regards to site vs school.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-03

CARRIED

NOTE: This motion is out of order if BYL-2023-03 is not carried.

BIRT Bylaw 23.2 be amended by the substitution of "A quorum at the Bargaining Unit Annual General Meeting shall consist of twenty (20) members from at least eight (8) Branches." for "A quorum at a General Bargaining Unit Meeting shall be a simple majority of the number of members present and announced when the meeting is called to order."

22.4 ~~A quorum at the Bargaining Unit Annual General Meeting shall consist of twenty (20) members from at least eight (8) Branches.~~

A quorum at the Bargaining Unit Annual General Meeting shall be the greater of:

a) twenty (20) members from at least five (5) worksites, OR

b) a simple majority of the numbers of members present from five (5) or more worksites and announced when the meeting is called.

Rationale: *Simplification of quorum language to allow for the TBU to be better able to conduct business. Those in attendance are invested and should have their votes counted. This also addresses concerns from staff of TR Leger with regards to site vs school.*

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-04

CARRIED

NOTE: This did not hit the floor at the 2022 TBU AGM

BIRT Article 10.1 be amended by the substitution of "Provincial OSSTF Constitution and Bylaws" for "OSSTF Handbook".

10.1 The rules of order, which govern the District, shall be the Rules of Order contained in the current edition of the **Provincial OSSTF Handbook Constitution and Bylaws.**

Rationale: *Language to align with the appropriate document.*

Moved by: Alison Dennis

Seconded by: Elpis Law

CON-2023-02

CARRIED

NOTE: This did not hit the floor at the 2022 TBU AGM

BIRT Bylaw 25.4 be amended by the substitution of "12 500 kilometres" for "\$5625".

- 25.4 A member on full time release may claim mileage for travel from home school to the office minus their mileage from home to home school to a maximum of lesser of ~~\$5625~~ **12 500 kilometres** or $(x-2ny)$, where x is the total mileage the applicant has travelled from home to office or office to home (that has not been claimed under any other budget line); n is the number of school days; and y is the distance of the applicant's home from their home school. If the calculation gives a negative value, the cap shall be treated as a value of 0." (A.21)
- 25.4.1 Mileage claims must be submitted as part of monthly expenses. (A.21)

Rationale: To represent the current increase in gas prices. The amount of \$5625 was divided by .45 cents per kilometer to represent the District Mileage rate at the time this motion was approved in May 2021. Due to the variation in gas prices, the District Mileage rate as been increased to reflect the same rate as UCDSB. Calculation based on mileage would best represent the intent of the original motion.

Moved by: Alison Dennis

Seconded by: Brandon Coleman

BYL-2023-05

CARRIED

BIRT Bylaw 4 be amended as follows:

- Bylaw 4.1 with the deletion of "in each year" and substituted with "every two years (two-year term), on even years"
- Bylaw 4.2 with the deletion of "one" and substituted with "two"
- Bylaw 4.2 with the addition of "s" on year

Article 4: Bargaining Unit Elections

4.1 The following shall be elected prior to May 15th in ~~each year~~ "**every two years (two-year term), on even years,**" and shall assume office at the beginning of the next Federation Year (July 1): (A.22)

4.2 The Term of Office for all positions shall be ~~one~~ **two** years.

Rationale: The learning curve for any member to take on a new position on the Executive, especially a Release Officer position is extremely steep and takes the average person at least a year to begin to understand the major aspects of their role. Providing the member a second year, free from the distraction of the election process, would allow the member the opportunity to show proficiencies and more in-depth learning into their area of expertise before having their position potentially challenged. Allowing a two-year period also allows all executives to build momentum with projects/tasks connected to their role without having to go "on hold" every spring for elections. This is to build a stronger and more cohesive executive. Lastly, having an election every two years, allows our Office Manager/Election Officer to spend that time on other tasks for our district, as well as saves our Branch Stewards from holding polling stations on an annual basis.

Endorsed by the TBU Executive

Moved by: Alison Dennis

Seconded by: Elpis Law

BYL-2023-06

CARRIED

BIRT BYL-2023-06 be deferred to the 2024 TBU Annual General Meeting.

Moved by: Richard Scharf

Seconded by: Becky Clarke

DEFEATED

BIRT BYL-2023-07, BYL-2023-08, and BYL-2023-09 to be considered en bloc.

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

PROC-2023-04

CARRIED

BIRT the motions contained in the bloc in PROC-2023-04 are approved.

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

PROC-2023-05

CARRIED

NOTE: This motion is out of order if BYL-2023-06 is not carried.

BIRT Bylaw 20.1 be amended by the substitution of "current federation year" for "term".

Bylaw 20: Vacancies in Office

20.1 Where the post of Bargaining Unit President is vacant during the term of office, one of the two Bargaining Unit Vice-Presidents, as selected by the majority of the Bargaining Unit Executive, shall occupy the post for the remainder of the ~~term~~ **current federation year**. If neither of the two Bargaining Unit Vice-Presidents is able to occupy the post, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current ~~term~~ **federation year**. (A.14)

Rationale: *The intent of this language is to be able to replace the president when they are unable to fulfil their role. The addition of current federation year allows for members to elect a new president if they step down in the first year of their term at the AGM.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-07

CARRIED

NOTE: This motion is out of order if BYL-2023-06 is not carried.

BIRT Bylaw 20.2 be amended with the following changes:

- Deletion of “Chief Negotiator/Contract Maintenance Officer, Vice-President, Treasurer, Secretary, or Grievance Officer, Equity, Anti-Racism, and Anti-Oppression Officer”
- Addition of “or vacancies arising from filling the position outlined in Bylaw 20.1”
- Substitution of “federation year” for “term”
- Deletion of sub-article 20.2.1 and sub-article 20.2.1.1

Bylaw 20: Vacancies in Office

20.2 For all other vacancies (~~Chief Negotiator/Contract Maintenance Officer, Vice President, Treasurer, Secretary, or Grievance Officer, Equity, Anti Racism, and Anti Oppression Officer~~), **or vacancies arising from filling the position outlined in Bylaw 20.1**, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current ~~term~~ **federation year**.
(A.16)

~~20.2.1 Notwithstanding Bylaw 20.2 above, for the 2022-2023 Federation year only, in the case of the role of Equity, Anti Racism, and Anti Oppression Officer, the President shall invite nominations from all TBU members prior to the 10th working day of the Federation year.~~

~~20.2.1.1 The election shall be by a ranked secret ballot vote, by those eligible to vote, with voting occurring in all work sites prior to September 30, 2022.~~

***Rationale:** The intent of this language is to be able to replace an executive member when they are unable to fulfil their role. The addition of current federation year allows for members to elect the executive member if they step down in the first year of their term at the AGM. 20.2.1 and 20.2.1.1 are being removed from the bylaw because they only needed to occur the first year of the Equity, Anti-racism, and Anti-Oppression Officer.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-08

CARRIED

NOTE: This motion is out of order if BYL-2023-06 is not carried.

BIRT Bylaw 20 be amended with the addition of sub-article 20.

Bylaw 20: Vacancies in Office

20.3 When a vacancy occurs within year one of the two-year term, the second year of the term will be filled by election as per Bylaws 4.3 and 4.4. The elected member will serve a one-year term in that position. Year one of the vacancy will be filled according to Bylaw 20.1 or 20.2.

***Rationale:** The addition of this language is a housekeeping item, to ensure that we are able to fill positions in the event an executive member resigns their position midterm.*

Moved by: Alison Dennis

Seconded by: Tanya Crosbie

BYL-2023-09

CARRIED

BIRT the budget line reflecting a lieu day allowance for TBU Executive members be changed to a TBU Executive Honourarium, in the proposed TBU Budget for 2023-2024 and onwards. The honourarium will be \$250 per executive member not on full-time release and shall be granted to those members in April of their serving year.

***Rationale:** TBU wishes to acknowledge the efforts of TBU executive with compensation for time spent doing work for the TBU. The amount budgeted reflects the current amount budgeted for 1 lieu day per executive member. We do not endorse the use of release time, as release days are captured under the TBU Collective Agreement and are limited to 200 for all TBU releases per year. We need to be conscious of this and this honourarium idea and amount is in line with our union affiliates.*

Moved by: Adrienne McEwen

Seconded by: Elpis Law

MAC-2023-01

CARRIED

10.3 Report of the Treasurer and Presentation of the 2023-24 Budget [RES – BUDG-2023-01]

See Appendix C

BIRT the Teacher's Bargaining Unit Budget for 2023-2024 be approved.

Moved by: Erin Thibodeau

Seconded by: Adrienne McEwen

BUDG-2023-01

CARRIED

- Request to add reserve budget line to budget.
- Approve budget as is and members will be provided with full detailed disclosure of the reserve fund within two business days, as per Adrienne McEwen.

BIRT a SRC be struck to investigate the use of the TBU reserve fund with a report and any recommendations for constitutional changes to the TBU AGM 2024.

Moved by: Richard Scharf

Seconded by: Adrienne McEwen

CARRIED

10.4 Recognition of Branch Stewards

Thank you for your dedication to OSSTF District 26 and our members.

School	Branch Steward
Almonte DHS	Divina Hogan
Athens DHS	Terrie-Anne Bridgman
Brockville CI	Tim Alguire
Carleton Place HS	Jesse Langevin
Char Lan DHS	Sean O'Farrell
Cornwall C&VS	Cathy Jackson
Gananoque SS	Sean O'Donnell
Glengarry DHS	Sylvie Tremblay
North Dundas DHS	April Richmire
North Grenville DHS	Jenn Ryan
Perth & DCI	Megan Crowe/Emily Morris
Rideau DHS	Richard Swann
Rockland DHS	Kafui Kumahor
Russell HS	Richard Scharf
St. Lawrence SS	Jason Marshall
Seaway DHS	Pamela Linklater
Smiths Falls DCI (9-12)	Pamela Craig
South Grenville DHS	Nikki Amelotte
Tagwi SS	Marc Mainville
Thousand Island SS	Clancy McDonald
Vankleek Hill CI	Dan Tremblay
TR Leger School	Jenna Meppelder

10. **REPORT OF PROVINCIAL EXECUTIVE – KAREN LITTLEWOOD**

11. **TBU NEGOTIATIONS UPDATE**

BIRT the TBU AGM 2023 move into executive session.		
Moved by: Elpis Law	Seconded by:	Adrienne McEwen
PROC-2023-06		CARRIED

BIRT the TBU AGM 2023 move out of executive session.		
Moved by: Elpis Law	Seconded by:	Adrienne McEwen
PROC-2023-07		CARRIED

RISE AND REPORT: An update on local bargaining has been provided.

12. REPORTS OF THE OFFICERS (WRITTEN REPORTS – QUESTIONS ONLY)

12.1 TBU President Report – Adrienne McEwen – *Page 13*

12.2 TBU Chief Negotiator/Contract Maintenance Officer Report – Elpis Law – *Page 14*

12.3 Grievance Officer Report – Elpis Law – *Page 15*

12.4 Equity, Anti-Racism, and Anti-Oppression Officer – Lisa Elminowski – *Page 16*

13. ADJOURNMENT @ 6:32PM