

By-laws of the
Peterborough, Victoria,
Northumberland and
Clarington Unit of the
Ontario English Catholic
Teachers' Association



As amended **May 2019 Annual General Meeting**

CONTENTS:

Title	Article, Section	Page
General	I	E3
Unit Organization	II	E3,E4
Unit Executive	II, 1	E3,E4
Duties of the Executive	II, 2	E4 - E6
Compensation	II, 3	E6
Duties of Executive Officers	II, 4	E6
Association Representatives	II, 5	E7
Unit General Meetings	II, 6	E8
Finances	II, 7	E8
Committees	II, 8	E8 - E12
Miscellaneous	II, 9	E12
Elections and Appointments	III	E12
Unit President Elections	III, 1	E12
Unit Executive Elections	III, 1	E13 - E15
Appointment of LCBO	III, 1	E15,E16
Delegates to Provincial AGM	III, 2	E16
Amendments	IV	E17
Amendments to By-laws	IV,1	E17
Amendments to Procedures	IV,2	E17

BY-LAWS

Article I – General

- 1.1 The name of the Unit shall be the Ontario English Catholic Teachers' Association Peterborough, Victoria, Northumberland and Clarington Unit hereinafter known as the Unit.
- 1.2 The objects of the Unit shall be those defined in the Association Handbook Constitution section 1.4.
- 1.3 The Unit membership shall include:
 - 1.3.1 teachers employed in the elementary panel by PVNC Catholic District School Board for the regular school day program;
 - 1.3.2 teachers employed in the secondary panel by PVNCCDSB for the regular school day program;
 - 1.3.3 teachers employed by the PVNCCDSB seconded to an educational position;
 - 1.3.4 teachers employed by the PVNCCDSB as an Occasional Teacher;
 - 1.3.5 teachers employed by the PVNCCDSB for a Continuing Education program;
- 1.4 A minimum of two general meetings shall be held annually, including the Unit Annual General Meeting,
- 1.5 Robert's Rules of Order shall be used at all Unit meetings where they are not inconsistent with the Provincial and Unit by-laws, or any special rules of order that the Unit may adopt.
- 1.6 The Unit By-laws are to be consistent with the Association Handbook and are not to contravene its constitution, by-laws, policies or procedures.

Article II – Unit Organization

Section 1 - Unit Executive

- 1.1 The Unit Executive shall consist of: President, Immediate Past President, Elementary Vice President, Secondary Vice President, Treasurer, Recording Secretary, **and** eight Councillors, **and the Occasional Teacher Representative**. To ensure adequate representation, two Councillors will be elected by members teaching in Peterborough City/County and two Councillors will be elected by members teaching in the Municipality of Clarington. One Councillor will be elected by members teaching in Northumberland County and one Councillor will be elected by members teaching in the City of Kawartha Lakes. A candidate for Councillor for a particular municipality/county must teach in that municipality/county at the time of election. The seventh Councillor shall be appointed or elected

from the OECTA-PVNC Occasional Teachers. The eighth Councillor shall be a teacher in the first five years of his/her teaching career as a permanent teacher who is appointed by the Unit Executive to serve as a non-voting member of the Executive. ~~The Occasional Teacher Representative shall be an occasional teacher member of the Unit and a voting member of the Unit Executive, elected by the occasional teachers of the Unit. In the event that no nominations are received for the position of Occasional Teacher Representative, the Unit Executive may appoint an Occasional Teacher to the position. The Collective Bargaining Officer will attend Unit Executive meetings.~~

- 1.2 The officers of the Unit Executive shall be elected at the same time and shall be the very same officers of the Ontario English Catholic Teachers' Association Peterborough, Victoria, Northumberland and Clarington Teacher Bargaining Unit (PVNC TBU); except for any officer who is a member of the OECTA Peterborough, Victoria, Northumberland and Clarington Occasional Teachers' Bargaining Unit (PVNC OTBU)
- 1.2.1 Except for any member who is a member of the OECTA PVNC Occasional Teacher Bargaining Unit, the officers of the OECTA PVNC Unit Executive shall hold the corresponding position on the Teacher Bargaining Unit Executive.
- 1.3 There will be one election of officers and those candidates elected or acclaimed who are members of the PVNC TBU shall be installed and serve concurrently as the executive officers of the PVNC Unit of OECTA and the OECTA PVNC Teachers' Bargaining Unit
- 1.4 The term of the President shall be two years.
- 1.5 Release time for the Unit President is full time.
- 1.6 Following the election of a new president, should the outgoing president choose not to accept the position of past president, the incoming Unit Executive shall retain the option of inviting the outgoing Past President to retain the position for a period of not more than two (2) years.

Section 2 - Duties of the Unit Executive

- 2.1 The duties of the Unit Executive shall be as defined in the Association Handbook By-laws 2.67, and:
- 2.2 To actively promote the interests of the association and its members;
- 2.3 To ensure that each school or office is represented by an experienced; responsible member;
- 2.4 To provide in-service for the membership when deemed necessary;
- 2.5 To receive committee reports orally or in writing and take appropriate action;

E-5

- 2.6 To present a financial statement to the Unit membership by June 30 each year;
- 2.7 To communicate with the media on matters pertaining to the Unit activities or concerns through the Unit President or his/her designate as the official spokesperson;
- 2.8 To conduct an orientation workshop for all teachers, **including occasional teachers**, new to the Board concerning aims, objectives, by-laws and the constitution of the Association;
- 2.9 To demand, at an executive meeting for which adequate written notice is given to all parties, and at which due process is followed, the resignation of any Executive member who misses three consecutive meetings without an acceptable explanation;
- 2.10 To hold at least two (2) Association Representative meetings per year;
- 2.11 To hold at least ten Executive meetings in each year, and ensure that the approved minutes of the executive meetings are made accessible to all OECTA member within thirty (30) days of said approval. (This access can be through a protected website, through the Association Representatives or through another approved channel of communication. These would not include the minutes of closed caucus sessions for sensitive materials. Archival executive meeting minutes shall also be accessible to OECTA members.)
- 2.12 To conduct any other business as determined by the membership or Executive;
- 2.13 **The Collective Bargaining Officer will attend all meetings and Executive related functions unless otherwise stated;**
- 2.14 To appoint Unit Committee Chairpersons;
- 2.15 **To appoint the occasional teacher representative on the Unit Executive to the Occasional Teacher Committee;**
- 2.16 **To appoint the Chief Negotiator, as required, to the Occasional Teacher Bargaining team;**
- 2.17 To attend each executive meeting, the two (2) Association Representative meetings held each year, the two (2) Unit general meetings, and any other called meetings which require their attendance. Executive members should also make every effort to attend rallies, forums or other activities which are planned or promoted by OECTA.
- 2.18 Any member of the Unit Executive who fails to perform the duties inherent to the position may be removed from office by a two-thirds vote of the Unit Executive, providing at least ten (10) days notice in writing of such intention shall have been given to such member. Such member, if removed, may appeal to the Unit membership at the next general meeting.

- 2.19 To send to the membership a complete agenda and detailed minutes of the previous year's Spring AGM and Fall General Meetings at least ten (10) working days prior to the Fall and Spring meetings.

Section 3 – Compensation

- 3.1 Each **Unit** executive member shall receive \$500 as an honorarium to be allocated by the Unit in June of each year. Honoraria may be reduced or withheld from executive members who fail to attend required meetings and/or fulfill other duties.

Section 4 - Duties of Executive Officers

- 4.1 The duties of Unit executive officers are as defined in the Association Handbook By-laws 2.69, and:
- 4.2 Past President
- 4.2.1 to assist the executive in all levels;
- 4.2.2 to be a member of the **Nominations** Committee;
- 4.2.3 to ensure that the by-laws and procedures of the Unit are followed and to recommend amendments.
- 4.3 Unit President
- 4.3.1 shall receive full-time release from teaching duties to conduct Unit business. The president shall receive grid salary as per Article 7 of the Collective Agreement plus an allowance of 20% or plus an allowance, as identified in the Provincial OECTA Handbook, or remuneration at the time of assuming the position, whichever is higher, and benefits as at the time of assuming the position; all allowances and honorariums shall be specified in writing in the Association Representative Handbook. The Unit will reimburse the Board the cost of release as negotiated with the Board.
- 4.4 Panel Bargaining Unit Representative
- 4.4.1 The highest ranking Unit Executive officer from either the secondary panel bargaining unit or elementary panel bargaining unit of which the President is not a member, shall serve as the representative of that panel bargaining unit and attend the provincial Council of Presidents.
- 4.4.2 The ranking of officers for Article 4.4 purposes is: 1) Vice President; 2) Treasurer; 3) Recording Secretary; 4) Councillors

Section 5 - Association Representatives

5.1 Qualifications

- 5.1.1 to be committed to the by-laws and constitution of the Association;
- 5.1.2 to be supportive of Unit focus and directives;
- 5.1.3 to be selected by fellow OECTA members at the first OECTA staff meeting of the school year, or at the last OECTA staff meeting in June. If the number of people interested in being an association representative is greater than the number of representatives allocated to that jurisdiction, the selection is to be done by vote conducted at the first meeting;

5.2 Duties

- 5.2.1 to be aware of contractual implications affecting teachers;
- 5.2.2 to make the Unit Executive aware of any possible need for Association intervention;
- 5.2.3 to attend the two (2) Association Representative meetings each year, the two (2) local general meetings, and any other called meetings which require their attendance. If unable to attend, Association Representatives must ensure attendance by a qualified delegate from the staff represented. Association Representatives should also make every effort to attend rallies, forums and other activities which are planned or are promoted by OECTA;
- 5.2.4 to attempt to attend the provincial AGM as a delegate;
- 5.2.5 to maintain and make available to staff members the Association Representative's Handbook and Binder.

5.3 Compensation

- 5.3.1 Each association representative shall receive \$200 as an honorarium to be allocated by the Unit in June of each year. Honoraria may be reduced or withheld from Association Representatives who fail to attend (or send delegate to) required meetings and /or fulfill other duties. Association Representatives who are also Executive members will receive only the **Unit** Executive honorarium.

5.4 Representation

- 5.4.1 Each work site with less than thirty-five (35) assigned members shall have one (1) Association Representative. Work sites with thirty-five (35) or more assigned members shall have two (2) Association Representatives. Work sites with greater than (70) assigned members shall have (3) Association Representatives.

Section 6 - Unit General Meetings (highest authority of the Unit)

- 6.1 Notice of meeting and the major agenda items shall be sent to the membership at least ten (10) days prior to meeting date except in case of emergency meetings.
- 6.2 When the meeting has been called to order, the chairperson shall announce the number of member present. A quorum shall continue until the number of members present is less than two-thirds of the announced number.
- 6.3 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.
- 6.4 At least two Unit general meetings shall be held annually:
 - 6.4.1 Fall - for budget and resolutions to provincial AGM
 - 6.4.2 Spring - (Unit Annual General Meeting) election of Unit Executive, changes to unit by-laws.

Section 7 - Finances

- 7.1 All expenses shall be paid in accordance with the Provincial Handbook except for travel by car at the rate of \$0.48 per kilometer.
- 7.2 The Unit Executive shall receive and control all finances.
- 7.3 Kilometrage and itemized claims with receipts shall be paid to Unit members attending to authorized Unit activities.
- 7.4 Grants or allowances shall not be paid from Unit funds to member for attendance at conferences or meetings where expenses are paid to members by the Provincial Association.
- 7.5 Expenses shall be paid by the Unit Treasurer or his/her designate.
- 7.6 Unit Executive members, Committee Chairpersons and any other person designated by the Executive may receive an honorarium and that all allowance and honorarium shall be specified in writing in the Association Representatives' Handbook.
- 7.7 In order to finance Unit personnel release and other expenses, a levy shall be applied on the membership. The rate shall be determined by the Executive and is subject to ratification by the membership as part of the collective agreement.
- 7.8 The Unit shall donate a maximum of five per cent (5%) of the annual fee return to charitable causes as determined by the Executive. No single donation shall exceed \$500 except in exceptional circumstances.
- 7.9 **The Unit shall receive from provincial OECTA all dues generated from the Unit's occasional teachers as per the OECTA provincial formula.**

- 7.10 The Unit shall receive from the Unit's occasional teachers, any surplus/reserve funds. Such funds will be designated for additional support for the Unit's occasional teachers.
- 7.11 To receive from the district school board the funds generated by the occasional teachers, from a levy, if any.

Section 8 – Committees

- 8.1 The following shall apply to all committees of the Unit:
 - 8.1.1 Chairpersons of all committees shall be appointed by the Executive.
 - 8.1.2 Each committee chairperson shall submit a list of committee members for Executive approval. **In the case of the Occasional Teacher Committee, all committee members shall be occasional teacher members of the Unit. The Unit President and Local Collective Bargaining Officer shall also be members of this committee.**
 - 8.1.3 Each committee shall report through the chairperson to the Executive orally or in writing when requested to do so.
 - 8.1.4 Each committee chairperson is responsible to the Executive.
 - 8.1.5 All financial transactions conducted by committees shall be directed to the Unit Treasurer.
 - 8.1.6 All appointed positions shall be advertised except for Chair of Nominations, the Nominations Committee being chaired by the Past President.

- 8.2 **The Standing Committees shall be as follows:**
 - 8.2.1 Awards
 - 8.2.2 Communications
 - 8.2.3 Courtesy
 - 8.2.4 Finance
 - 8.2.5 Legislation
 - 8.2.6 Local Collective Bargaining
 - 8.2.7 Nominations
 - 8.2.8 Occasional Teacher**
 - 8.2.9 Political Action
 - 8.2.10 Professional Development
 - 8.2.11 Social
 - 8.2.12 Staff Allocation

- 8.3 The Unit Executive may approve any task force committee as may appear necessary. This task force committee shall be dissolved when its work is completed.

- 8.3.1 The standing committees shall take office on July 1st of each year.
- 8.3.2 Members of each committee shall receive copies of the minutes of their respective meetings.
- 8.3.3 Chairpersons shall be invited to attend Unit Executive meetings.

8.4 Legislation Committee

- 8.4.1 It shall be the duty of the Legislation Committee to study and report on all matters that pertain to the Unit By-laws, and be responsible for submitting such matters to the spring annual meeting. Any proposed amendments shall be mailed to the work locations at least ten (10) working days prior to the meeting.

8.5 Occasional Teacher Committee

- 8.5.1 The duties of the committee shall be:
 - 8.5.1.1 to advise the unit executive, through the occasional teacher representative, on issues related to occasional teachers
 - 8.5.1.2 to aid in the development of professional development opportunities for occasional teachers
 - 8.5.1.3 to perform other duties as assigned by the Unit executive
 - 8.5.1.4 to recommend to the unit executive the members of the occasional teacher bargaining unit who shall compose the collective bargaining committee and a member who shall act as chief negotiator to negotiate with the employer.

8.6 Local Collective Bargaining

- 8.6.1 The Unit Executive shall direct the Collective Bargaining Officer to form a Local Bargaining Advisory Committee.
- 8.6.2 The Local Bargaining Advisory Committee will be open to all members of the bargaining unit, and will be chaired by the Collective Bargaining Officer.
- 8.6.3 The duties of the Local Bargaining Advisory Committee shall be:
 - 8.6.3.1 to be familiar with the terms of the current collective agreement.
 - 8.6.3.2 to create and administer a local collective bargaining survey for all members of the bargaining unit.
 - 8.6.3.3 to collect and, if necessary, tally the results of the local collective bargaining survey.
 - 8.6.3.4 to report the survey results to the Unit Executive
- 8.6.4 The Collective Bargaining Officer shall recommend to the Unit executive those members from the Local Bargaining Advisory Committee who shall comprise the table team. Once the table team has been approved by the

Unit executive, it shall be known as the Local Collective Bargaining Committee (LCBC).

- 8.6.5 The LCBC shall consist of the Unit President, the Collective Bargaining Officer (Chief Negotiator), the Elementary and Secondary Vice Presidents, and at least two (2) other members, and shall be broadly representative of both Branch Affiliates and the four geographical regions of the Unit, as much as is practical.
- 8.6.6 The duties of the Local Collective Bargaining Committee shall be as follows:
- 8.6.6.1 to research all information pertinent to the terms and conditions of service and be familiar with all legislation pertinent to teacher employment, and the OECTA Guide to Collective Negotiations
- 8.6.6.2 to provide all bargaining unit members with access to the proposed changes to the collective agreement at least two days prior to an information meeting;
- 8.6.6.3 to hold a general meeting for information, called by the Unit Executive, before the agreement is voted upon;
- 8.6.6.4 to hold a ratification vote on the Tentative Collective Agreement electronically or at a general meeting, as determined by the Unit Executive;
- 8.6.6.5 to ensure the Unit Executive is given the opportunity to review the Tentative Collective Agreement settlement prior to the general meeting;
- 8.6.6.6 to follow the procedures as outlined in the OECTA Negotiations Handbook;
- 8.6.6.7 to keep Provincial OECTA informed, seek their advice and obtain their approval of the Tentative Collective Agreement;
- 8.6.6.8 to keep the Unit Executive informed, at least on a monthly basis, on the progress of negotiations;
- 8.6.6.9 to update the membership on the progress of negotiations on a regular basis.
- 8.6.6.10 that if or when the Unit executive and the PVNCCDSB invoke the reopener clause as per article 2.02 of the Collective Agreement, the membership will be informed of the articles of the contract being renegotiated five (5) working days prior to the negotiation meetings between the Board and the Unit.

8.7 Other Committees:

- 8.7.1 Duties of other committees shall be to study and report on such matters as:
- 8.7.1.1 referred to it by the Executive;
- 8.7.1.2 undertaken by it with the approval of the Executive;
- 8.7.1.3 pertinent to it and introduced by one of its members.

Section 9 – Miscellaneous

- 9.1 Any item or matter of business not explicitly covered or interpreted by these

by-laws shall be within the jurisdiction of the **Unit** Executive.

ARTICLE III – Elections and Appointments

Section 1 - Election of Unit President

- 1.1 The Unit President shall be elected by secret ballot held in the schools/**work sites** or by electronic voting prior to May 31.
- 1.2 In the event of an electronic vote, the Nominations Committee shall be responsible for the administration of the vote.
- 1.3 Where more than one person submits his/her name for the office of President, regional meetings shall be held in the four areas of the Board, prior to the vote, to allow members to be addressed by the candidates and have question answered.
- 1.4 Notice for candidates for Unit President Election will be sent from the Unit Office on the first Monday of March.
- 1.5 Any member may submit, in writing, nominations for **the position of** Unit President.
- 1.6 The deadline for receipt of candidate names will be April 1st.
- 1.7 The list of nominees, and their resumes of experience and qualifications shall be made available to each teacher at least two weeks prior to the election.
- 1.8 Candidates wishing to share information with the membership must send any correspondence electronically to the Nominations Committee.
- 1.9 Candidates may make up to three submissions of information to the Nominations Committee to be shared with the membership.
- 1.10 Once a submission of materials has been made, the Nominations Committee has five business days to post/distribute the information. The Nominations Committee will not distribute any material that is discriminative, **and/or** derogatory **and/or in violation of OECTA policy, procedures or positions.**
- 1.11 If the president cannot complete his/her duties due to death or resignation the term of office will cease at the end of that school year. A new election shall be held for either a one-year term or a regular term, whichever is required to maintain the overlap of the term of the President and the term of the Collective Bargaining Officer, prior to the commencement of the next school year. In the interim, the current vice president who attends the Provincial Council of Presidents as elementary or secondary representative of the unit will assume the position of president.
- 1.12 The Unit President shall take office on July 1 of each year of an election.
- 1.13 The term of office for the President shall be two years.

Section 2 - Unit Executive Elections

- 2.1 To be eligible for service on the Unit Executive, an individual shall be a member of the Unit at the time of taking the office, **and in the case of the Occasional Teacher Representative, be an occasional teacher member of the Unit.**
- 2.2 The Nominations Committee shall present a list of candidates for election to the positions of the Unit Executive and accept additional nominations from the floor, except for the position of President, prior to the close of nominations.
- 2.3 Candidates running for elected Unit Executive positions shall not distribute, nor cause to have distributed, any election material, which includes, but is not limited to emails, videos and resumes, through the school board's electronic email vehicle and/or the school board's courier service. Additionally, no candidate shall access, nor have permission to access, any list of members' emails that have been collected, stored or controlled by the Unit or Board.
- 2.4 All candidates for election to the PVNC Unit Executive shall be individually responsible for any expenses incurred during the campaign.
- 2.5 The Nominations Committee shall present a list of candidates who are members of the PVNC Unit, OECTA, seeking election to a position on the Unit Executive and accept additional nominations for a Unit Executive position from the floor of the spring General Meeting, except for the position of President, prior to the close of nominations.
- 2.6 The list of nominees, and their resumes of experience and qualifications shall be published (if submitted) at least two (2) weeks prior to the election.
- 2.7 All members of the PVNC Unit, who are in good standing, shall be eligible to vote in the election of the Unit Executive of PVNC OECTA, **save for the position of Occasional Teacher Representative which shall be voted on by ONLY Occasional Teacher members of the Unit.**
- 2.8 The following directives apply to the election of Unit Executive positions, other than that of the Unit President:
 - 2.8.1 Additional nominations to Unit Executive positions, other than that of the position of Unit President, may be made at the spring General Meeting. Such nominations must be accepted by the member nominated.
 - 2.8.2 Elections to Unit Executive positions, other than that of the position of Unit President, shall be made by secret ballot, and a plurality vote shall elect. Elections to each Unit Executive position shall occur one at a time to allow for a step-down procedure.

- 2.8.3 No advanced or proxy balloting shall be permitted in the election of any position on the PVNC, OECTA, Unit Executive.
- 2.8.4 All Unit Executive elections and/or By-Elections for Unit Executive positions (except that of the position of Unit President) shall occur at a neutral site in order to ensure fairness to all candidates running for positions on the PVNC Unit Executive.
- 2.8.5 The order of elections for positions on the Unit Executive shall be as follows in descending order:
- Elementary Vice-President;
 - Secondary Vice-President;
 - Treasurer (2 year term to coincide with the term of the Unit President);
 - Recording Secretary;
 - Regional Councillors
 - Occasional Teacher Representative**
- 2.8.6 The representation of Regional Councillors shall be as follows; two (2) members elected from the City and County of Peterborough who work in that area, one (1) member elected from Victoria who work in that area, one (1) member elected from Northumberland who work in that area and two (2) members elected from Clarington who work in that area.
- 2.8.7 Permanent teachers in the elementary or secondary panels are eligible to stand for election to the position of a Regional Councillor in the region he/she is assigned to work at the time of the election.
- 2.8.8 **Occasional teacher members of the Unit** are eligible to stand for election to the position of Regional Councillor BUT in only one (1) region, and shall be working in or be eligible to accept assignments in that region, at the time of election.
- 2.8.9 For the election of Regional Councillors, eligible voters shall be permanent teachers in the elementary or secondary panels in the region they are assigned to work at the time of the election.
- 2.8.10 For the election of Regional Councillors, **Occasional Teacher members of the Unit** may declare their vote in only one (1) region and shall be working in or be eligible to accept assignments in that region, at the time of election.
- 2.8.11 Prior to voting taking place, each candidate shall be given the opportunity to deliver a two (2) minute speech. The order of giving such a speech shall be determined by lot. In the event there is only one (1) candidate for a position, that member shall be acclaimed to the position and will be given the opportunity to speak for up to two (2) minutes, at his/her discretion.
- 2.8.12 In the event of a tie vote for a Unit Executive position, a recount of the ballots cast shall occur immediately under the direction of the Elections

Chairperson, with a representative for each candidate present as an observer as the candidate so wishes.

- 2.8.13 If the Elections Chairperson confirms the vote was a tie for the Unit Executive position, the original/first vote shall be declared null and void and a second vote shall occur using the same process that was used in the original/first vote. The ballot for this Unit Executive position vote shall include only those candidates who were declared tied by the Elections Chairperson.
- 2.8.14 Following the completion of all voting and ballot counting the Elections Chairperson shall declare and announce the members of the PVNC, OECTA, Unit Executive.
- 2.8.15 Officers of the Unit Executive will take office on July 1 of each year.
- 2.8.16 The term of office of the Unit executive shall be 1 year with the exception of the treasurer which shall be 2 years.
- 2.8.17 If the treasurer cannot complete his/her duties due to death or resignation, the term of office will cease at the end of that school year. A new election shall be held for either a one-year term or a regular term, whichever is required to maintain the overlap with the term of the President.

Section 3 – Appointment of the Local Collective Bargaining Officer (LCBO)

- 3.1 Any member of the PVNC OECTA Teacher Bargaining Unit (TBU), who is in good standing with OECTA, shall be eligible for the position of LCBO.
- 3.2 Notice
 - 3.2.1 The notification shall be sent out to all OECTA PVNC TBU members on or before April 1st of the year in which the LCBO shall be appointed by the Unit Executive.
 - 3.2.2 The notification shall be posted in the Members only section of the website and shall be sent out to schools via fax, email, and or any other electronic method.
 - 3.2.3 The notification shall request that a member interested in being a candidate for the LCBO position submit a resume, including OECTA experience, to the Unit office, within ten (10) working days of the posting.
 - 3.2.4 Each candidate's resume shall be posted on the member's only section of the Unit website and shall be sent out to schools via fax, email, and or any other electronic method, for a period of ten (10) working days after the deadline of the posting.
- 3.3 Appointment Interview Process
 - 3.3.1 The Unit President or designate shall chair the meeting of the LCBO

- selection committee. The selection committee shall be composed of members of the TBU Executive as determined by the Unit Executive.*
- 3.3.2 Candidates shall attend an interview scheduled either during a regularly scheduled Unit Executive meeting or at a special Unit Executive meeting scheduled prior to the May Annual General Meeting.
- 3.3.3 Each candidate shall be asked a series of questions that had been developed by the Unit Executive.
- 3.3.4 Candidates shall be also given the opportunity to address the selection committee.
- 3.4 **Voting Procedure for the LCBO**
- 3.4.1 The voting procedure shall be in-camera.
- 3.4.2 The appointment of the LCBO shall be determined by a secret ballot vote of the Unit Executive, excluding the unit president. The candidate receiving the most votes shall be declared the successful candidate for the position of LCBO.
- 3.4.3 In the event of a tie vote of more than two candidates, the Unit President shall declare the first vote null and void and a second secret ballot shall occur.
- 3.4.4 The ballot for the second secret ballot vote shall include only those candidates who were tied with the most votes.
- 3.4.5 If the second secret ballot vote results again in a tie, the second secret ballot vote shall be declared null and void and the Unit President, in the presence of the selection committee, shall determine the appointment of the LCBO.
- * Any member of the Unit Executive who is a candidate for the LCBO position will not be eligible to vote, develop questions for candidates, or take any part in the selection process.

Section 4 - Delegates to the Provincial Annual General Meeting

- 4.1 The supreme body of OECTA is the Annual General Meeting, which creates the policy by which OECTA is governed. Therefore the Unit Executive has the responsibility to select the best possible delegates to represent the PVNC Unit at the Annual General Meeting according to the following guidelines:
- 4.1.1 the President, the Branch Affiliate Representative or their delegates;
- 4.1.2 two Association Representatives and two members at large, subject to application
- 4.1.3 the remaining members of the Unit Executive, in order of rank, subject to application;

- 4.1.4 the remaining delegates shall be chosen from Association Reps and members at large;
- 4.1.5 the Unit Executive may authorize the funding of up to three (3) Alternate Delegates;
- 4.1.6 Applicants for 2.1.2, 2.1.3, and 2.1.4 of the above shall be limited to attending two (2) consecutive AGMs should applications exceed available positions. Preference will be given to first time applicants.
- 4.2 The Unit Executive must hold at least one workshop to thoroughly acquaint delegates with their responsibilities.
- 4.3 All delegates and alternates must attend all sessions of the AGM, or they shall be required to return those monies for the sessions not attended to the Unit Executive. Exceptions shall be at the discretion of the Executive.
- 4.4 The AGM delegates that are generated based on the occasional teacher membership of the unit, shall be selected according to the relevant provisions of the current Association Handbook.

ARTICLE IV – AMENDMENTS

- 1.1 By-Laws
- 1.2 The By-laws may be amended by a two-thirds vote of the members present and voting at the spring General Meeting, provided that notice of the proposed amendment shall have been sent to the membership at least ten (10) days prior to the meeting.

NOTE: The By-laws are subject to approval of the Provincial Executive. In the case of any conflict between provisions in this document and the provisions in the Provincial Handbook, the Provincial Handbook shall prevail.

- 2.1 Amendments to Procedures
- 2.2 Procedures may be established, amended, rescinded or suspended by:
 - 2.2.1 a two-thirds vote of the membership present at a general meeting provided the notice has been given at least ten (10) calendar days prior to the general meeting;
 - 2.2.2 a nine-tenths majority of the Unit Executive, subject to ratification at the next unit general meeting.
- 2.3 Should a panel bargaining unit choose to establish a separate unit, as outlined in the Bargaining Unit by-laws, assets of the OECTA PVNC Unit shall be divided proportionate to the percentage of membership in each of the elementary and secondary panels.