

Elementary Teachers' Federation of Ontario
Avon Maitland Teachers' Local
Constitution

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CONSTITUTION DEFINITIONS

Union - means the provincial Elementary Teachers' Federation of Ontario.

Union Local - means the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local.

ARTICLE I - NAME

1.1 This organization shall be known as the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local.

ARTICLE II - JURISDICTION

2.1 Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local is a Local of the Elementary Teachers' Federation of Ontario.

2.2 The jurisdiction of the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local shall be all teachers employed by the Avon Maitland District School Board in the elementary panel other than occasional teachers.

ARTICLE III - OBJECTIVES

The objectives of the Union Local shall be:

- 3.1 to represent members of the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local;
- 3.2 to secure through collective bargaining the best possible terms and conditions of employment;
- 3.3 to advance the cause of education and the status of teachers in the Union Local;

- 3.4 to promote a high standard of professional ethics and a high standard of professional competence;
- 3.5 to foster a climate of social justice and provide a leadership role in such areas as anti-poverty, non-violence and equity;
- 3.6 to promote the professional interests of all members of the Union Local;
- 3.7 to protect the rights of all members of the Union Local;
- 3.8 to co-operate with other organizations having the same or like objectives;
- 3.9 to promote the care and protection of the environment;
- 3.10 to promote and protect the health and safety of members;
- 3.11 to actively engage members in the Union Local, and
- 3.12 to promote and protect the wellness of all members of the Union Local.

ARTICLE IV - MEMBERSHIP

Section 1 – Active Membership

- 4.1 Active members shall be all members of the Elementary Teachers’ Federation of Ontario within the jurisdiction of the Elementary Teachers’ Federation of Ontario – Avon Maitland Teachers’ Local.

Section 2 - Associate Membership

- 4.2.1 Associate members of the Elementary Teachers’ Federation of Ontario - Avon Maitland Teachers’ Local are those members whose application has been approved by the Union Local Executive and who have paid the annual fee in accordance with the Federation Bylaws.

- 4.2.2 Eligibility for associate membership in the Elementary Teachers’ Federation of Ontario – Avon Maitland Teachers’ Local is as defined in article 4.2.3 of the Federation Constitution.

- 4.2.3 Associate members may include:

- a) members of other affiliates of OTF;
- b) teachers employed in private schools, provincial schools, or federal government;
- c) employees of the Federation;
- d) teachers employed at a college or university;
- e) former members or persons engaged in a professional capacity related to education;
- f) former members in good standing who are currently not employed by a school board;
- g) former members in good standing who have been declared redundant and are not employed by a school board. This membership shall only be held for two (2) years;

- i) exchange teachers employed as elementary teachers by a public school board;
- j) retired members who were members of the Union or its predecessors, and
- k) students attending a teacher education institution in Ontario.

ARTICLE V – RIGHTS AND PRIVILEGES OF MEMBERSHIP

Section 1 – Rights and Privileges of Active Membership

5.1.1 An active member shall have full rights, privileges and responsibilities of membership in the Union unless limited by disciplinary action taken in accordance with Article VII of the Union Constitution.

5.1.2 The rights of an active member shall be:

- a) to hold office in the Union Local and in the Union;
- b) to attend general meetings of the Union Local;
- c) to participate in all votes related to collective bargaining as set out in The Ontario Labour Relations Act;
- d) to participate in any general membership votes;
- e) to request Union Local support in the grievance process, and
- f) to request Union Local support in any problem directly related to professional duties.

Section 2 – Rights and Privileges of Associate Membership

5.2.1 An associate member may:

- a) attend Union Local functions in a non-voting capacity by invitation;
- b) receive such Union Local communications as the Local decides, and
- c) serve on Union Local committees and workgroups as the Union Local decides.

ARTICLE VI – UNION LOCAL ORGANIZATION

Section 1 – Union Local Executive

6.1.1 The Union Local Executive shall include the following positions:

- a) President;
- b) Vice President;
- c) Treasurer;

- d) Collective Agreement Officer; and
 - e) a minimum of seven (7) members at-large and a maximum of nine (9) members-at-large.
- 6.1.2 The Executive of the Union Local shall be elected at the Annual Meeting.
- 6.1.3 The term of office for the Executive shall be two (2) years.
- 6.1.4 The Executive shall take office on July 1.
- 6.1.5 The Union Local Executive shall include the following appointed positions:
- a) Secretary; and
 - b) Health and Safety Officer.
- 6.1.6 The appointed positions referred to in 6.1.5 shall be appointed by the newly elected Union Local Executive.

Section 2 - Procedure to Fill a Vacancy or Absence on the Executive

- 6.2.1 A vacancy must be filled if there are less than seven (7) executive members at-large. A vacancy may be filled at the discretion of the current executive if there are less than nine (9), but at least seven (7) executive members at-large.
- 6.2.1.2 In the event of a Long Term Absence on the executive, where there would no longer be seven (7) executive members-at-large in regular attendance, the procedure of 6.2.2 shall be followed immediately after the conclusion of the executive meeting at which the Long Term Absence is announced.
- 6.2.2 The procedure to fill a vacancy for an executive member at-large shall be:
- a) members shall be notified of the vacancy on the executive, immediately after the conclusion of the executive meeting at which the resignation is announced;
 - b) members shall submit in writing a one (1) page letter of intent, qualifications, and reasons for interest to the local executive, endorsed by three active members in good standing;
 - c) letters must be received by the local office by noon on the day of the next executive meeting;
 - d) the executive shall elect a candidate by secret ballot from among the nominations received.
- 6.2.3 Vacancy at the position of released officers shall be:
- 6.2.4 A vacancy at the position of president shall be filled by the vice-president.
- 6.2.5 Notwithstanding the above, if a vacancy at the position of president is not filled for any reason, the vacancy shall be filled by the collective agreement officer.

- 6.2.5.1 Notwithstanding the above, if the position of the president is not filled by the collective agreement officer, the vacancy shall be filled by the executive through the election of a member of the executive.
- 6.2.5.2 In the event that the position of president has been appointed with more than one year left in the term, an election will be held at the next Annual Meeting.
- 6.2.5.3 Notwithstanding the above, if the position of president remains unfilled, the vacancy shall be filled in accordance with the election procedures in the Avon Maitland Local constitution.
- 6.2.6 A vacancy at the position of vice president shall be filled by the collective agreement officer.
 - 6.2.6.1 Notwithstanding the above, if the position of the vice president is not filled by the collective agreement officer, the vacancy shall be filled by the executive through the election of a member of the executive.
 - 6.2.6.2 In the event that the position of vice president has been appointed with more than one year left in the term, an election will be held at the next Annual Meeting.
 - 6.2.6.3 Notwithstanding the above, if the position of vice president remains unfilled, the vacancy shall be filled in accordance with the election procedures in the Avon Maitland Local constitution.
- 6.2.7 A vacancy at the position of the collective agreement officer shall be filled by the executive through the election of a member of the executive.
 - 6.2.7.1 In the event that the position of collective agreement officer has been appointed with more than one year left in the term, an election will be held at the next Annual Meeting.
 - 6.2.7.2 Notwithstanding the above, if a released officer position remains unfilled, the vacancy shall be filled in accordance with the election procedures in the Avon Maitland Local constitution.
- 6.2.8 A vacancy at the position of treasurer shall be filled by the executive through the election of a member of the executive.
- 6.2.9 All voting will be done in accordance with the election procedures in the Avon Maitland Local constitution (Article IX).
- 6.2.10 In the event of a long term absence (greater than 20 working days – LTD, Pregnancy/Parental Leave, or any approved leave in the current Collective Agreement) of a released officer, that absence shall be:
 - 6.2.11 An absence at the position of president shall be filled by the vice-president.
 - 6.2.11.1 Notwithstanding the above, if an absence at the position of president is not filled for any reason, the absence shall be filled by the collective agreement officer.
 - 6.2.11.2 Notwithstanding the above, if the position of the president is not filled by the collective agreement officer, the absence shall be filled by the executive through the election of a member of the executive.

6.2.12 An absence at the position of vice president shall be filled by the collective agreement officer.

6.2.12.1 Notwithstanding the above, if the position of the vice president is not filled by the collective agreement officer, the absence shall be filled by the executive through the election of a member of the executive.

6.2.13 An absence in the position of the collective agreement officer shall be filled by the executive through the election of a member of the executive.

Section 3 - Committees

6.3.1 There shall be the following standing committees:

- a) Awards Committee;
- b) Benevolent Committee;
- c) Budget Committee;
- d) Collective Bargaining Committee (CBC);
- e) Constitution/Resolutions Committee;
- f) Elections Committee;
- g) Environment Committee;
- h) Equity and Social Justice Committee;
- i) Political Action/Public Relations Committee; and
- j) Professional Learning Committee.

6.3.2 Each committee specified in 6.3.1 should consist of a minimum of four (4) members to be approved by the Union Local Executive in accordance with the Terms of Reference for each committee. If the committees do not have four (4) members at the time of approval, the Executive of the Union Local shall work to appoint other members to fill the committees.

6.3.3 Other ad hoc committees required to carry out the work of the Union Local may be established by the Executive or by general meetings as necessary.

Section 4 - Programs for Women

- 6.4.1 There shall be guaranteed programs for women.
- 6.4.2 Funds shall be allocated for programs for women.
- 6.4.3 The budget of the programs for women shall be approved as part of the annual Union Local budget process.

ARTICLE VII – ORGANIZATIONAL DUTIES

The Union Local, its officers and committees shall carry out their duties and responsibilities in accordance with both the Union Local and ETFO policies, procedures, and resolutions passed at the Provincial Annual Meeting.

Section 1 - Duties of the Executive

The duties of the Union Local Executive shall be to administer the affairs of the Union Local between Annual Meetings in accordance with the Constitution and Policies of the Avon Maitland Teachers' Local.

The duties include to:

- 7.1.1 uphold the constitution, bylaws, and policies of the Elementary Teachers' Federation of Ontario;
- 7.1.2 meet at least six (6) times per year;
- 7.1.3 hold Union Local general meetings and functions;
- 7.1.4 hold an Executive meeting at the call of the President; or on the written request of the majority of the Executive;
- 7.1.5 receive a financial report at each regular Executive meeting;
- 7.1.6 forward to the Union the annual audited financial statement each year as required by the Union;
- 7.1.7 forward to the Union each year the annual report of the Union Local;
- 7.1.8 inform the general meeting of committee membership;
- 7.1.9 appoint and develop terms of reference for ad hoc committees;
- 7.1.10 appoint at least three (3) signing officers of the Union Local;
- 7.1.11 a) appoint, when necessary, a successor to complete any unexpired term of an elected or appointed Local representative;
b) notwithstanding 7.1.11 a) and 7.2.2, in the event there is a vacancy in a released position during the first year of a two (2) year term, the subsequent Annual Meeting shall hold a by- election to fill the vacancy for the remainder of the two (2) year term;

7.1.12 invest funds appropriately; and

7.1.13 invite the Occasional Teacher President to attend Executive Meetings in a non-voting capacity.

Section 2 - Duties of the Officers

7.2.1 The duties of the President shall be to:

a) be the spokesperson for the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local;

b) be the official representative for the Elementary Teachers' Federation of Ontario – Avon Maitland Teachers' Local and its members;

c) be one of the signing officers;

d) be an ex-officio member of all Union Local Committees;

e) preside at meetings of the Executive;

f) inform and advise members on issues concerning the Union and education;

g) assign duties to Union Local members;

h) attend all regular Executive meetings; and

i) attend Union Local general meetings and functions.

7.2.2 The duties of the Vice President shall be to:

a) assume the responsibilities of the President in the President's absence;

b) perform duties as assigned by the President and Executive;

c) attend all regular Executive meetings;

d) attend Union Local general meetings and functions; and

e) be one of the signing officers.

7.2.3 The duties of the Collective Agreement Officer shall be to:

a) conduct discussions with the Board on behalf of the CBC;

b) monitor the implementation of the terms and working conditions of the Collective Agreement;

c) report to the Local Executive;

d) attend Provincial and Regional Chief Negotiator conferences;

e) share pertinent information with the CBC;

- f) perform duties as assigned by the President and Executive;
- g) attend all regular Executive meetings; and
- h) attend Union Local general meetings and functions.

7.2.4 The duties of the Treasurer shall be to:

- a) keep accurate and detailed financial records of the Union Local based on the Union Local fiscal year, July 1 to June 30;
- b) make a financial report to each Executive and general meeting of the Local;
- c) make investments with the approval of the Executive;
- d) report investments during each financial report;
- e) ensure the audit is completed;
- f) forward the annual audited financial statement of the Union Local to the Union by October 1;
- g) serve as a member of the Union Local Budget Committee;
- h) be one of the signing officers;
- i) attend all regular Executive meetings; and
- j) attend Union Local general meetings and functions.

7.2.5 The duties of the Secretary shall be to maintain accurate records of all executive meetings of the Union Local and submit the minutes to the President.

7.2.6 The duties of the Health and Safety Officer shall be to adhere to the Avon Maitland District School Board Joint Health and Safety Committee Terms of Reference.

7.2.7 The duties of the Executive members at-large shall be to:

- a) uphold the constitution, bylaws, and policies of the Union Local;
- b) attend to the business of the Union Local;
- c) attend all regular Executive meetings; and
- d) attend Union Local general meetings and functions.

Section 3 - Duties of the Committees

7.3.1 Committees are responsible to the Union Local Executive.

7.3.2 The duties of the standing committee chairs shall be to:

- a) call meetings of the committee;
- b) present a report of the committee's activities to the Annual Meeting of the Union Local;

- c) carry out such direction as the Local Executive provides;
- d) attend Executive meetings as required; and
- e) review and implement terms of reference.
- f) submit budget requests to the budget committee

7.3.3 Committees

a) Awards Committee shall:

- i) recognize activities and programs at the Union Local level;
- ii) recognize distinguished achievements and long service;
- iii) recognize outstanding contributions to education by others; and
- iv) promote and recognize outstanding leadership at the Union Local level.

b) Benevolent Committee shall:

- i) attend to and execute the responsibilities of the Benevolent Fund.

c) Budget Committee shall:

- i) consist of the Vice President, the Treasurer, and two other members; and
- ii) be responsible for:

- 1) presenting a proposed budget to the membership for approval at the Fall General Meeting; and
- 2) receiving all budget requests for the coming fiscal year submitted to this committee at the conclusion of the Fall Committee Chairs meeting.

d) Collective Bargaining Committee shall:

- i) implement Terms of Reference for the Union Local Collective Bargaining Committee which shall be approved by the Union Local Executive.

e) Constitution/Resolutions Committee shall:

- i) submit proposed resolutions to the Union Local Executive for their approval at the February Executive Meeting;

- ii) develop and post electronically by February 28, proposed resolutions for the Provincial Annual Meeting;
- iii) forward approved resolutions to the Union by March 1;
- iv) monitor, review, and propose amendments to the Union Local Constitution, as required; and
- v) post all amendments in accordance with Constitution timeline (Article XI).

f) Elections Committee shall:

- i) be responsible for ensuring that the provisions of Article IX – Elections are adhered to;
- ii) publish the names of all nominees to the general membership prior to the Union Local Annual Meeting;
- iii) meet at least once a year to review Article IX;
- iv) encourage members to attend the vote;
- v) encourage members to run for positions; and
- vi) keep an updated elections section on ametfo.ca.

g) Environment Committee shall:

- i) study local environmental issues; and
- ii) make recommendations to the Union Local Executive.

h) Equity and Social Justice Committee shall:

- i) promote equity and social justice for members, students, and the community;
- ii) advocate for all members;
- iii) keep the membership informed of current Ministry and Provincial initiatives as they concern equity and social justice issues;
- v) provide workshops on professional and personal development in non-curriculum areas; and
- vi) work in liaison with equity seeking groups and committee.

i) Political Action/Public Relations Committee shall:

- i) maintain contact with news media except in matters pertaining to collective agreements or negotiations subject to the approval of the President;
 - ii) encourage teachers in schools to involve themselves in community affairs and political issues;
 - iii) co-operate with other Committees in promoting local events;
 - iv) see that the general membership, local media and the Board are informed about the work of the Union Local;
 - v) assist in the election of individuals who are informed and concerned about education in Ontario;
 - vi) provide information to members about political matters;
 - vii) promote contact with other teacher political groups at the local level;
 - viii) provide election information service to teachers; and
 - ix) organize appropriate events to promote the Union Local with trustees.
- j) Professional Learning Committee shall:
- i) inform members of any workshops or information regarding professional learning activities;
 - ii) plan professional learning activities for the members; and
 - iii) encourage teachers to participate in workshops, conventions, or visits to other centres to increase their professional growth.

ARTICLE VIII - MEETINGS

Section 1 - General Meetings

8.1.1 A quorum for general meetings shall be the number of eligible voting members of the local who are in attendance at the meeting.

8.1.2 The official authority for conducting all Union Local meetings shall be the current Robert's Rules of Order.

ARTICLE IX - ELECTIONS

Section 1 - Eligibility

9.1.1 An active member in good standing may be nominated to stand for elected office.

Section 2 - Nominations

9.2.1 Members shall be first notified of the request for nominations forty five (45) days prior to the Union Local Annual Meeting, and a second notification thirty (30) days prior.

9.2.2 The deadline for receipt of nominations shall be April 15.

9.2.3 Notwithstanding the above, nominations duly moved and seconded and with the consent of the nominee, shall be accepted at the Annual Meeting only for positions for which no nominations have been received. This shall not preclude a candidate from dropping down to stand for another position.

Section 3 - Union Local Election Procedures

9.3.1 The Executive of the Union Local shall be elected at the Annual Meeting.

9.3.2 Candidates shall have the opportunity to address the Annual Meeting before the election. The duration of such address shall not exceed three (3) minutes.

9.3.3 The election shall be by secret ballot where required.

9.3.4 Each candidate may appoint one (1) scrutineer to observe the counting of the ballots for that candidate's election.

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

9.3.6 Voting will take place in the order of: President, Vice President, Collective Agreement Officer, Treasurer, Executive Members-At-Large

9.3.7 A successful candidate shall receive a simple plurality.

9.3.8 An unsuccessful candidate may seek another position on the Executive for which the member is eligible.

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

9.3.10 The election committee will appoint a member representative to facilitate the vote counting. The election committee will be responsible for counting the ballot. Election committee members will be prohibited from counting votes for any position for which they are running. The duty of counting votes will be appointed to an executive member.

9.4 In the event that the Avon Maitland ETFO Annual Meeting cannot be held as an in person meeting due to gathering restrictions, a virtual meeting will occur and the election will proceed. The Election

Committee will oversee a virtual election process. The virtual election process will follow the election process outlined in the Section 3 with the exception that an online election system provided by a professional election provider will be used rather than paper ballots.

Section 4 - Campaigning

- 9.4.1 Campaigning will be limited to a one (1) page campaign message in static text and still photo (in PDF format) which will be posted on the ametfo.ca website in the Members Only section.
- 9.4.2 Campaign message (in PDF format) must be submitted by the date selected by the Elections Committee and will be posted twenty (20) days prior to the Annual General Meeting. The campaign message (in PDF format) posting process will be overseen by the elections committee.
- 9.4.3 No campaign materials will be distributed at the election site.
- 9.4.4 Any candidate who violates campaign guidelines will have his or her name taken off the ballot for that election.

ARTICLE X – DELEGATES TO THE ETFO PROVINCIAL ANNUAL MEETING

10.1 The following Union Local members shall serve as delegates to the Provincial Annual Meeting:

- a) President;
- b) Vice President;
- c) Treasurer;
- d) Collective Agreement Officer; and
- e) interested non-Executive members to a maximum of two (2) with the remaining delegates consisting of members selected by Executive.

10.2 The number of members sent to the Provincial Annual Meeting will be decided by the Union Local Executive in consultation with the Budget Committee.

10.3 Any positions for delegates and/or alternates not filled under 10.1 will be selected at the Annual Meeting from among interested Active Union Local Members.

ARTICLE XI – AMENDMENTS TO THE LOCAL CONSTITUTION

11.1 Proposed amendments to the Local Constitution must be approved by the Executive and made available to the general membership by April 30.

11.2 The Constitution may be amended if 60% of the members of the Union Local present at the meeting vote in favour of the proposed amendment.

ARTICLE XII - FINANCES

- 12.1 The Executive of the Union Local shall develop a financial policy.
- 12.2 All financial transactions shall be signed by two (2) signing officers.
- 12.3 The fiscal year for the Union Local shall be the period from July 1 of one calendar year to June 30 of the succeeding calendar year.
- 12.4 Kilometrage shall be paid to members on Union Local business. The kilometrage rate shall be determined by a budget committee recommendation to the Union Local Executive for their approval.
- 12.5 Effective July 1, 2022, the allowances are as follows:
- a) President - 20% of A4 Max;
 - b) Vice President - 10% of A4 Max;
 - c) Collective Agreement Officer - 10% of A4 Max;
 - d) Union Local Treasurer - 5% of A4 Max.

ARTICLE XIII – UNION LOCAL RELEASE

- 13.1 The President is released on a full-time basis.
- 13.2 The release time for the Vice President will be at least a half-time (0.5) position, and may be extended to full-time based on a motion approved at the Annual Meeting. This will be revisited at each Annual Meeting.
- 13.3 The release time for the Collective Agreement Officer will be at least a half time (0.5) position, and may be extended to full-time based on a motion approved at the Annual Meeting. This will be revisited at each Annual Meeting.

ARTICLE XIV – UNION LOCAL LEVY

- 14.1 a) A local levy may be implemented to cover the cost of an increase in release time on the recommendation of the Budget Committee and with the approval of the Annual Meeting.
- b) A levy of \$60.00 prorated according to teaching status will be implemented for the released position of the Collective Agreement Officer.

ARTICLE XV – HUMANITY FUND

15.1 a) A levy of \$20 prorated according to teaching status will be implemented for the Humanity Fund.

b) Any change in the Signature charity of the Humanity Fund will be discussed at the Annual Meeting.

Avon Maitland Teachers' Local As Amended

May, 2021