# ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



## OCCASIONAL TEACHERS' UNIT

### **CONSTITUTION AND BY-LAWS**



Amended May 18, 2022

#### ONTARIO SECONDARY SCHOOL OCCASIONAL TEACHERS' FEDERATION

#### **DISTRICT 25 OCCASIONAL TEACHERS' UNIT**

#### **CONSTITUTION AND BY-LAWS**

#### **CONSTITUTION**

#### Article 1 - Definitions

- 1.1 In this Constitution and By-Laws:
- 1.1.1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 1.1.2 "OCDSB" shall mean the Ottawa-Carleton District School Board.
- 1.1.3 "District" shall mean District 25 of the OSSTF.
- 1.1.4 "Unit" shall mean the Occasional Teachers' Bargaining Unit of the OSSTF, District 25.
- 1.1.5 "Member" shall mean an active member in good standing.
- 1.1.6 "Constitution" shall mean this Constitution being a system of fundamental principles according to which OSSTF, District 25, Occasional Teachers' Unit is governed.
- 1.1.7 "By-Laws" shall mean standing rules governing the membership of the OSSTF, made under this Constitution on matters of internal regulation and matters which are entirely within the control of OSSTF, District 25, Occasional Teachers' Unit.
- 1.1.8 "Policy" shall mean a stand or position taken by the OSSTF, District 25, Occasional Teachers' Unit, in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of OSSTF, District 25, Occasional Teachers' Unit.
- 1.1.9 "Occasional Teacher" shall mean a teacher defined as such by the Education Act of Ontario.
- 1.1.10 "Workplace" shall mean any location where an Active Member of District 25, Occasional Teachers' Unit is employed.

#### **Article 2 – Name and Membership**

- 2.1 The name shall be Ontario Secondary School Teachers' Federation, District 25, Occasional Teachers' Unit.
- 2.2 Membership shall consist of all active members of the Unit in good standing who are employed by the Ottawa-Carleton District School Board in its secondary schools as Occasional Teachers'.

#### Article 3 – Objects

- 3.1 The objects of this organization shall be:
- 3.1.1 To uphold and maintain the objects of the OSSTF and those of the OSSTF, District 25, as described in their respective Constitutions.

- 3.1.2 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the OCDSB.
- 3.1.3 To establish By-Laws and policies governing its members, which shall not contravene those established by the OSSTF or by the OSSTF, District 25, except as specifically may be required by the unique nature of this organization.

#### Article 4 – Dues

4.1 The amount of the annual dues shall be prescribed in the By-Laws of Provincial OSSTF and the local levies shall be prescribed in the By-Laws of the OSSTF, District 25, Occasional Teachers' Unit.

#### **Article 5 – Organization**

- 5.1 District 25, Occasional Teachers' Unit shall operate as a Unit within the boundaries determined by the OSSTF.
- 5.2 Executive:
- 5.2.1 There shall be a Unit Executive consisting of the following voting members:
  - a) President
  - b) Chief Negotiator
  - c) Vice-President Educational Services
  - d) Vice-President Political Action
  - e) Treasurer
  - f) Constitution Officer/Secretary
  - g) Communications Officer
  - h) Equity Officer
  - i) Health and Safety Officer
  - j) Executive Officer 1 or Past President
  - k) Executive Officer 2
- 5.3 Standing Committees:
- 5.3.1 There shall be Standing Committees.
- 5.3.2 The Standing Committees shall be as stated in the By-Laws.

#### Article 6 - By-Laws

6.1 The Unit may pass By-Laws not inconsistent with the Constitution or existing By-Laws concerning the proper conduct and management of its business.

#### **Article 7 – Amendments**

- 7.1 Amendments to this Constitution may be proposed at the Unit Annual General Meeting following due notice of motion.
- 7.1.1 The Annual General Meeting shall be held as specified in By-Law 6.2.1.
- 7.2 Due notice of motion shall be given when:
- 7.2.1 The Unit Secretary receives written notice of the proposed amendment at least fourteen (14) days prior to the meeting and

- 7.2.2 The membership has been informed in writing seven (7) days prior to the date of the Unit Annual General Meeting.
- 7.3 A Constitutional Amendment requires support of two-thirds (2/3) of the membership present, qualified to vote, and voting.
- 7.4 Amendments made to this Constitution shall be made consistent with this Constitution and the Constitution of the OSSTF.

#### **BY-LAWS**

#### By-Law 1 – Federation Year

1.1 For fiscal matters, the Federation Year shall be from July 1 to the following June 30.

#### By-Law 2 - Duties

- 2.1 <u>Unit Executive</u>
- 2.1.1 The Unit Executive shall:
- 2.1.1.1 administer the business of the Unit between Annual General Meetings;
- 2.1.1.2 establish interim policy for the Unit interim policy so established, to become permanent, must be confirmed at the Annual General Meeting each year;
- 2.1.1.3 approve an interim budget for the Unit interim budget so established must be approved at the Annual General Meeting each year;
- 2.1.1.4 appoint an alternate to represent the Unit for all or part of a Provincial Council meeting should the Unit President be unable to attend;
- 2.1.1.5 communicate regularly to Unit members regarding the management of Unit business;
- 2.1.1.6 oversee the operation of the Standing Committees;
- 2.1.2 the Unit Executive may carry out duties as delegated by the President.
- 2.2 President
- 2.2.1 The President shall:
- 2.2.1.1 be the presiding officer, signing officer and the official representative of the Unit;
- 2.2.1.2 call Unit Executive meetings, the Annual General Meeting, and other General meetings of the Unit as required;
- 2.2.1.3 serve as the Unit's Provincial Councilor;
- 2.2.1.4 serve as a Unit Grievance Officer;
- 2.2.1.5 represent the Unit at the Annual Meeting of the Provincial Assembly and District Assembly;
- 2.2.1.6 represent the Unit on the District Executive Council of the OSSTF, District 25;
- 2.2.1.7 represent the Unit at District Committee Meetings as required;
- 2.2.1.8 liaise regularly with the Presidents of the OSSTF, District 25 and its other Units;
- 2.2.1.9 submit a report each year to the Annual General Meeting; and
- 2.2.1.10 receive, answer and compose correspondence on behalf of the Unit.

- 2.3 Chief Negotiator
- 2.3.1 The Chief Negotiator shall:
- 2.3.1.1 be the Unit Executive's liaison to the Collective Bargaining Committee and act as its Chair;
- 2.3.1.2 be responsible for preparing, with the assistance of the Collective Bargaining Committee, the Negotiating Brief, and presenting same for approval to the Unit Executive;
- 2.3.1.3 present the terms of settlement of a collective agreement with the OCDSB to the membership for information and ratification;
- 2.3.1.4 represent the Unit at meetings of the District Negotiations Advisory Committee and regional Collective Bargaining Committee meetings;
- 2.3.1.5 serve as a Unit Grievance Officer.
- 2.4 Vice-President Educational Services
- 2.4.1 This Vice-President shall:
- 2.4.1.1 perform duties of the President in their absence;
- 2.4.1.2 be the Unit's Educational Services Officer and Unit Executive's liaison to the Educational Services Committee.
- 2.5 <u>Vice-President Political Action</u>
- 2.5.1 This Vice-President shall:
- 2.5.1.1 perform duties of the President in their absence;
- 2.5.1.2 be the Unit Political Action Officer and Unit Executive's liaison to the Political Action Committee.
- 2.6 Treasurer
- 2.6.1 the Treasurer shall:
- 2.6.1.1 be a signing officer for the Unit;
- 2.6.1.2 keep accurate accounts of the Unit business and report to each Unit Executive meeting the status of the Unit finances;
- 2.6.1.3 represent the Unit at District Finance Meetings;
- 2.6.1.4 present a detailed financial report for the preceding fiscal year at the Unit Annual General Meeting;
- 2.6.1.5 present the Annual Budget to the Unit membership for approval.
- 2.7 Constitution Officer/Secretary
- 2.7.1 The Constitution Officer/Secretary shall:
- 2.7.1.1 ensure the Unit Constitution is maintained;

- 2.7.1.2 record and arrange for the keeping of records and minutes of Unit Executive Meetings, the Unit Annual General Meeting, and all other General Meetings of the Unit;
- 2.7.1.3 oversee the democratic procedures at meetings, and ensure that Unit business does not contravene the Constitution and Bylaws of the Unit or the OSSTF.
- 2.8 Communications Officer
- 2.8.1 The Communications Officer shall:
- 2.8.1.1 be the Unit Executive's liaison to the Communications and Excellence in Education Committee:
- 2.8.1.2 ensure that the membership is kept informed through regular publication of news and information;
- 2.8.1.3 represent the Unit on the District Communications Committee.
- 2.9 Equity Officer
- 2.9.1 The Equity Officer shall:
- 2.9.1.1 promote policy, events and resources which foster the dignity of all persons;
- 2.9.1.2 be the Unit's representative on the District Human Rights/Status of Women's Committee.
- 2.10 <u>Health and Safety Officer</u>
- 2.10.1 The Health and Safety Officer shall:
- 2.10.1.1 be the Unit's representative on the Joint Health and Safety Committee.
- 2.11 Past President
- 2.11.1 The Past President, as the immediate predecessor in the role of the President, shall:
- 2.11.1.1 provide guidance and communication on the outstanding grievances, policy and concerns to the incoming Unit Executive.
- 2.12 Executive Officers 1 & 2
- 2.12.1 Executive Officers 1&2 may carry out duties as delegated by the President.

#### By-Law 3 – Dues and Levies

- 3.1 The annual dues for every member shall be as provided in the Constitution and By-Laws of the Provincial OSSTF and the OSSTF, District 25.
- 3.2 The method of payment of dues shall be as prescribed in the Collective Agreement made between the Unit and the OCDSB.
- 3.3 The Unit shall be empowered to collect from each of its members a local levy for the support and operation of the Unit as approved at the Unit Annual General Meeting.
- 3.4 Approval of the Unit Budget shall result in approval of the required Unit levies.

#### By-Law 4 – Remuneration

- 4.1 The Unit shall have the equivalent of up to 2.0 release (Time Release Officers TRO's) for Unit Executive members. This shall be divided between the President and Chief Negotiator or other Unit Executive members, at the discretion of the Unit Executive.
- 4.2 The position of Unit President shall be a full-time release position. This position's responsibilities and remuneration shall include summer duties.
- 4.3 The Unit Executive shall determine the TRO's remuneration for daytime employment (excluding summer school and/or night school employment), provided sufficient funding is available in the current approved Annual Budget, the total remuneration (Board and Federation) not to exceed the maximum placement on the LTO grid currently used by the OCDSB, plus ten percent (10%) for summer duties.
- 4.4 For a TRO accepting and subsequently holding a daytime teaching position (contract TBU or LTO position, excluding summer school and/or night school positions), the Board release for OTBU Federation duties should be reduced such that the sum of the Federation release remuneration and the teaching position remuneration does not exceed a daytime 1.0 FTE position remuneration. This does not preclude the TRO from accepting night school and/or summer school employment.
- 4.5 At the discretion of the President, any Unit member, including those members who are part-time Contract Teachers, may be released or receive Federation Leave, provided sufficient funding is available in the current approved Annual Budget. This release or leave will be reported at the next Unit Executive Meeting. This report will include who was released, dates and purpose.
- 4.6 All unit members, released under section 4.5, shall be compensated at the Casual Occasional Teachers' per diem specified in the Unit's current Collective Agreement.
- 4.6.1 Notwithstanding By-Law 4.6, members performing Health and Safety work shall be paid based on their placement on the LTO grid.

#### By-Law 5 – Representation at Meetings of OSSTF, District 25

- 5.1 The President or designated alternate shall represent the Unit at meetings of the District Executive Council of the OSSTF, District 25.
- 5.2 The Treasurer or President shall represent the Unit at meetings of the Finance Committee of the OSSTF, District 25.
- 5.3 The Chief Negotiator or President shall represent the Unit at meetings of the District Negotiations Advisory Committee of the OSSTF, District 25.
- 5.4 The President and a minimum of two (2) other members of the Unit shall be voting delegates at the Annual Meeting of the District Assembly.
- 5.5 Every member of the Unit shall be eligible to vote at Unit Annual General Meetings.

#### By-Law 6 – Unit Meetings

6.1 <u>Unit Executive</u>

- 6.1.1 The Unit Executive shall meet at the call of the President or at the request of two (2) members of the Unit Executive.
- 6.1.2 A quorum shall be not less than one half the current voting members of the Unit Executive.
- 6.1.3 The Unit Executive shall meet at least five (5) times per year.
- 6.1.4 A Unit Executive member who misses three (3) consecutive meetings of the Unit Executive during one (1) fiscal year without valid reason is considered to have resigned their position and the vacancy will be filled in accordance with By-Law 12.3.1.
- 6.1.5 The President is an ex-officio member of all Unit Committees.
- 6.2 Annual and General Meetings
- 6.2.1 A Unit Annual General Meeting of all Unit members shall be held during the period September to June at the call of the President with twenty-one (21) days prior notice being served.
- 6.2.2 The Unit Annual General Meeting shall elect the Officers of the Unit Executive and discuss other relevant matters, as determined by the membership.
- 6.2.3 A General Meeting of all Unit members may be held during the period September to June at the call of the President with at least seven (7) days prior notice being served.
- 6.2.4 A General Meeting of all Unit members shall be constituted by the President during the period September to June, if requested by at least fifteen (15) members of the Unit, provided fourteen (14) days prior notice is served. Such a request is to be in written form stating the reason(s) for the request.
- 6.2.5 A quorum for all Unit meetings, including the Unit Annual General Meeting, shall consist of those members present, qualified to vote, and voting.
- 6.2.6 The Unit shall have in place an anti-harassment policy and procedure for all meetings and functions of the Unit.
- 6.2.6.1 The anti-harassment policy and procedure shall be approved by the Unit Executive.

#### By-Law 7 – Committees

- 7.1 Selection of Committee Members
- 7.1.1 All members (in good standing) are invited to submit their names if they are interested in becoming a member of any Committee.
- 7.1.2 In appointing Committee members, consideration shall be given to experience and abilities of the applicants, and representation of the membership.
- 7.1.3 Applications to Committees must be submitted to the President for approval by the Unit Executive.
- 7.2 Duties of Committee Chairperson
- 7.2.1 Each Committee Chairperson shall:
- 7.2.1.1 be responsible for ensuring that the proceedings of meetings are documented, and that

- such minutes are forwarded to the President within one (1) week of the meeting for circulation to the Executive and committee members:
- 7.2.1.2 prepare a Budget, where applicable, for submission to the President and ensure that all expenditures made in relationship to the Committee are in accordance with the budget;
- 7.2.1.3 be responsible for presenting Policy recommendations of their Committee to the Unit Executive:
- 7.2.1.4 report quarterly, or as required by the President, to the Unit Executive; and
- 7.2.1.5 prepare and submit articles for inclusion in the Unit Newsletter.

#### By-Law 8 – Collective Bargaining Committee

- 8.1 Membership
- 8.1.1 The Collective Bargaining Committee shall consist of the following voting members:
- 8.1.1.1 the Chairperson, who is the Chief Negotiator or the President;
- 8.1.1.2 up to nine (9) other members, chosen by the Unit Executive, one of whom shall act as Recording Secretary; and
- 8.1.1.3 may include up to two (2) additional representatives or agents of the OSSTF.
- 8.2 Quorum
- 8.2.1 A quorum of the Committee shall consist of not less than one half of the current voting members.
- 8.3 Duties
- 8.3.1 The Collective Bargaining Committee shall:
- 8.3.1.1 solicit input from members and the Unit Executive;
- 8.3.1.2 prepare the Negotiating Brief;
- 8.3.1.3 carry out negotiations with the OCDSB;
- 8.3.1.4 distribute information on negotiations to members;
- 8.3.1.5 arrange for information and ratification meetings;
- 8.3.1.6 determine negotiating strategy; and
- 8.3.1.7 devote itself to generally all matters pertinent to Collective Bargaining on behalf of the Unit.
- 8.4 Unit Executive Approval of the Negotiating Brief
- 8.4.1 Final approval of the Negotiating Brief shall reside with the Unit Executive.
- 8.5 Terms of Reference
- 8.5.1 It shall be the responsibility of the Collective Bargaining Committee to establish and

maintain any additional terms of reference subject to the approval of the Unit Executive.

- 8.6 <u>Meetings</u>
- 8.6.1 Meetings shall be at the call of the Chief Negotiator, or President.

#### By-Law 9 - Political Action Committee

- 9.1 <u>Membership</u>
- 9.1.1 The Political Action Committee shall consist of the following voting members:
- 9.1.1.1 the Chairperson, as elected by the members of the Committee;
- 9.1.1.2 the Executive Liaison Officer, who is the Vice President Political Action; and
- 9.1.1.3 up to five (5) other members, chosen by the Unit Executive, one of whom shall act as Recording Secretary.
- 9.2 Quorum
- 9.2.1 A quorum of the Committee shall consist of not less than one half of the current voting members.
- 9.3 Terms of Reference
- 9.3.1 The Political Action Committee shall:
- 9.3.1.1 foster an awareness among Unit members of relevant political issues;
- 9.3.1.2 promote activities designed to inform Teachers, School Staff, Students, Parents and the general community with respect to the OSSTF views, policies, and programs designed to protect and enhance public education.
- 9.4 Meetings
- 9.4.1 Meetings shall be at the call of the Executive Liaison Officer, or Committee Chair.

#### By-Law 10 - Educational Services Committee

- 10.1 Membership
- 10.1.1 The Educational Services Committee shall consist of the following voting members:
- 10.1.1.1 the Chairperson, as elected by the members of the Committee;
- 10.1.1.2 the Executive Liaison Officer, who is the Vice President Educational Services; and
- 10.1.1.3 up to five (5) other members, chosen by the Unit Executive, one of whom shall act as Recording Secretary.
- 10.2 Quorum
- 10.2.1 A quorum of the Committee shall consist of not less than one half of the current voting members.

- 10.3 Terms of Reference
- 10.3.1 The Educational Services Committee shall:
- 10.3.1.1 formulate and present recommendations to the Unit Executive on matters pertaining to Professional Development for Secondary Occasional Teachers; and
- 10.3.1.2 develop and schedule Professional Development activities during the Federation year.
- 10.4 Meetings
- 10.4.1 Meetings shall be at the call of the Executive Liaison Officer, or Committee Chair.

#### By-Law 11 - Communications and Excellence in Education Committee

- 11.1 Membership
- 11.1.1 The Communications and Excellence in Education Committee shall consist of the following voting members:
- 11.1.1.1 the Chairperson, as elected by the members of the Committee;
- 11.1.1.2 the Executive Liaison Officer, who is the Communications Officer; and
- 11.1.1.3 up to five (5) other members, chosen by the Unit Executive, one of whom shall act as Recording Secretary.
- 11.2 Quorum
- 11.2.1 A quorum of the Committee shall consist of not less than one half of the current voting members.
- 11.3 Terms of Reference
- 11.3.1 The Communications and Excellence in Education Committee shall:
- 11.3.1.1 formulate and present recommendations to the Unit Executive on matters pertaining to Communications and Excellence in Education; and
- 11.3.1.2 develop, implement, maintain, and distribute the Unit's various communication resources, including the Member's Handbook, Unit Newsletter, and the Unit Web Page.
- 11.4 Meetings
- 11.4.1 Meetings shall be at the call of the Executive Liaison Officer, or Committee Chair.

#### By-Law 12 – Elections

- 12.1 Offices
- 12.1.1 Election to the Offices on the Unit Executive shall take place at the Unit Annual General Meeting. For the purposes of election to the Unit Executive, a "one person one position" policy will stand. Candidates may submit multiple nominations, but if elected may accept only one Executive Office.

- 12.1.2 Elections of Unit Executive members shall take place in the following order:
  - 1) President
  - 2) Chief Negotiator
  - 3) Vice-President Educational Services
  - 4) Vice-President Political Action
  - 5) Treasurer
  - 6) Constitution Officer/Secretary
  - 7) Communications Officer
  - 8) Equity Officer
  - 9) Health & Safety Officer
  - 10) Executive Officers 1 & 2
- 12.1.3 All candidates shall be given an opportunity to address the membership at the Unit Annual General Meeting:
  - a) For five (5) minutes in the case of President and Chief Negotiator;
  - b) For three (3) minutes in the case of candidates for all other Offices;
  - c) Candidate speaking order to be determined by drawing lots for each election.
- 12.1.4 The Returning Officer shall allow a question and answer session of up to fifteen (15) minutes after the candidate speeches and before the election of President.

#### 12.2 Terms of Office

- 12.2.1 The President shall normally be elected for a two-year term by a majority vote of the members at the Unit Annual General Meeting who are present and voting, such election to take place in every odd-numbered year.
- 12.2.2 The Chief Negotiator shall normally be elected for a two-year term by a majority vote of the members at the Unit Annual General Meeting who are present and voting, such election to take place in every even-numbered year.
- 12.2.3 The Returning Officer shall be considered the President in even-numbered years and the Chief Negotiator in odd-numbered years.
- 12.2.3.1 In the event that the President or Chief Negotiator cannot perform the duties of the Returning Officer as defined above, the Unit Executive shall appoint the Returning Officer.
- 12.2.4 With the exception of the Past President, all other members of the Unit Executive are normally elected for a one-year term by a majority vote of the members at the Annual General Meeting who are present and voting.
- 12.2.5 In years in which a new President is elected, the position of Executive Officer 1 may at the discretion of the outgoing President, become the Past President and be filled by the outgoing President for a one-year term.
- 12.2.6 The Terms of Office for the Unit Executive members run from July 1st to June 30th.

#### 12.3 Vacancies

- 12.3.1 Vacancies which occur on the Unit Executive during the Term of Office shall be filled by appointment by the Unit Executive until the expiry of the Term of Office for such positions.
- 12.3.2 The Unit Executive shall determine an appropriate, transparent process for filling any vacancies.

#### 12.4 Nominations

- 12.4.1 Written nominations for Unit Executive Offices shall be submitted to the Returning Officer at least two (2) weeks prior to the Unit Annual General Meeting. The names of the ontime nominees and the position sought shall be available to the membership at least seven (7) days prior to the Unit Annual General Meeting. For a nomination to be valid, the candidate must be an active member of the Unit as defined in the By-laws of the OSSTF.
- 12.4.2 Nominations shall be accepted from the floor only in the absence of on-time nominations.
- 12.5 Elections
- 12.5.1 Elections shall be conducted by the Returning Officer.
- 12.5.2 Each candidate shall be allowed to name a scrutineer to observe the counting of ballots.
- 12.5.3 All elections shall be conducted by secret ballot.
- 12.6 <u>Balloting</u>
- 12.6.1 Balloting for Unit Executive Offices shall be carried out by the Returning Officer.
- 12.6.2 Election shall be by majority vote of those members present, qualified to vote, and voting. Among several candidates for any one position, the candidate receiving the highest number of votes shall be declared elected.

#### By-Law 13 - Grievances/Grievance Appeals Committee

- 13.1 The Grievance Officer(s) shall be responsible for all grievances.
- 13.2 A Grievance Appeals Committee shall consist of three (3) members of the Unit Executive other than the Grievance Officer(s).
- 13.3 The decision of the Grievance Appeals Committee shall be final.

#### By-Law 14 - General

- 14.1 Notwithstanding By-Law 2.2.1.5, the duties of the Unit Executive shall include the requirement to call for nominations from the membership at large for delegates to attend the Annual Meetings of the Provincial Assembly and District Assembly.
- 14.2 Notwithstanding By-Law 2.2.1.5, the Unit Executive shall be canvassed and given first consideration to attend the Annual Meetings of the Provincial Assembly and District Assembly. Any additional delegate/alternate vacancies shall be filled by random selection of Unit members nominated to attend.
- 14.3 Members of the Unit Executive and Committees may be reimbursed for reasonable expenses incurred during the performance of duties for the Unit.

#### By-Law 15 - Amendments

- 15.1 Amendments to these By-Laws shall be made consistent with the Constitution and Bylaws of the OSSTF and with the Constitution and By-Laws of the OSSTF, District 25.
- 15.2 Amendments to these By-Laws may be proposed at the Unit Annual General Meeting following due notice of motion.

- 15.2.1 Due notice of motion shall be given:
- 15.2.1.1 when the Constitution Officer/Secretary receives written notice of the proposed amendment at least fourteen (14) days prior to the Unit Annual General Meeting; and
- 15.2.1.2 when the membership has been informed in writing seven (7) days prior to the date of the Unit Annual General Meeting.
- 15.3 Amendments to these By-Laws shall require:
- 15.3.1 the support of the majority of the membership present at the Unit Annual General Meeting, due notice of motion having been given; or
- 15.3.2 the support of three-quarters (3/4) of the membership present at the Unit Annual General Meeting, due notice of motion not having been given.

#### By-Law 16 - Budget

- 16.1 The Budget shall be drafted by the Treasurer for submission to the members at the Unit Annual General Meeting. The Budget, as approved by the membership, shall dictate how funds will be expended and the revenue that must be obtained in order to operate a financially sound organization.
- 16.2 The Budget shall be drafted according to generally accepted accounting practices.
- 16.3 The Budget shall include estimated costs for projected activities and expenditures.
- 16.4 The Unit shall maintain a balanced budget.
- 16.5 The Unit Executive shall have the sole responsibility for the administration of the Budget.
- 16.5.1 Since the Budget includes estimated costs, this responsibility shall include transfers of funds within the overall Budget when necessary.
- 16.5.2 Since the Budget should accurately reflect the Unit's costs for analytical purposes, this responsibility shall include establishing new line items when necessary.
- 16.6 General Reserve Fund
- 16.6.1 The General Reserve Fund may be used to finance Unit expenses not anticipated or not budgeted for in the General Operating Account budget.
- 16.6.2 Funds may be transferred at year-end from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the Unit Executive.
- 16.6.3 The General Reserve Fund shall not exceed \$250,000.
- 16.6.4 Expenditures from the General Reserve Fund shall be approved by a motion of the Unit Executive.