

CONSTITUTION

OF THE

**PROFESSIONAL STUDENT SERVICES PERSONNEL
BARGAINING UNIT**

DISTRICT 12

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(As amended June 1, 2011)

INDEX

A

Amendments.....5, 12
 Area Organization14

B

Bargaining Unit Executive.....4
 BY-LAWS.....6

C

Collective Bargaining.....4, 5,15
 CONSTITUTION3

D

DEFINITIONS.....1
 Dues & Levies3,4
 Duties of Executive Members9
 Duties of Members8
 Duties of the Bargaining Unit Executive.....8
 Duties of the Collective Bargaining Committee
15

E

Elections7
 Executive Meetings6

F

Finances14

G

General Meetings.....6,12

M

Meetings4
 Membership.....3

N

Name and Authority.....3

O

Objects3

Q

Quorum6

R

Ratification & Strike Votes.....19
 Rules of Order.....17

S

Selection of Time Release Staff16
 Standing Committees5, 18

V

Vacancies13
 Voting6,7

DEFINITIONS

In this Constitution:

1. "Ad Hoc or Special Committees" shall mean temporary committees as deemed advisable by, and established from time to time by, the Bargaining Unit Executive.
2. "Executive Officer" shall mean the member of the bargaining unit elected to one of those 7 positions.
3. "Bargaining Unit" shall be the PSSP District 12 Bargaining Unit which is the OSSTF organization of those Members for whom OSSTF holds bargaining rights under the appropriate legislation.
4. "By-Laws" shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.
5. "CBC" shall mean the Collective Bargaining Committee of the PSSP Bargaining Unit.
6. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
7. "District" shall mean District 12, OSSTF.
8. "Executive" shall mean the executive body of the bargaining unit, as elected under By-Law 5 of this Constitution.
9. "General Meeting" shall mean a special or regularly scheduled Meeting of the Bargaining Unit membership to conduct the business of the Unit.
10. "Good Standing" shall mean a Member of the Bargaining Unit, who has joined OSSTF and who has not had his or her membership privileges revoked or reduced by OSSTF under OSSTF By-Law 8 "Judicial Procedures".
11. "Immediate Past President" - for the purpose of interpretation of the Constitution and By-Laws, the Immediate Past President shall be the person who held the position of President in the year immediately prior to the election or appointment of the current President.
12. "Member" shall mean an active Member (in good standing) of the PSSP District 12 Bargaining Unit who is a Member of OSSTF.
13. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.

- 14. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
- 15. "Procedures" shall mean detailed rules established by the Bargaining Unit Executive to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the Constitution, By-Laws, and Policy.
- 16. "PSSP" shall mean the Professional Student Services Personnel Bargaining Unit, District 12, Ontario Secondary School Teachers' Federation.
- 17. "Standing Committees" shall mean required committees established under the Constitution or By-Laws of the Bargaining Unit, or as required of the Bargaining Unit by the Constitution and By-Laws of OSSTF.
- 18. "TDSB" shall mean the Toronto District School Board.
- 19. "Time Release" refers to the appointment of a Bargaining Unit Member to be released from their regular duties with the Employer to work for the Bargaining Unit, according to an arrangement between OSSTF and the Employer.

CONSTITUTION

ARTICLE 1 - Name and Authority

- 1.1. This Bargaining Unit shall be known as the Professional Student Services Personnel Bargaining Unit, District 12, Ontario Secondary School Teachers' Federation.
- 1.2. The Bargaining Unit shall be known in short as PSSP, District 12, OSSTF.
- 1.3. Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention of the OSSTF Constitution, By-Laws, Policies and/or Procedures are null and void.

ARTICLE 2 - Objects

- 2.1. The objects of the PSSP Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2. The ethics of the PSSP Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF, as well as such Codes of Ethics as may govern those Members of the Bargaining Unit who are regulated by their respective colleges.

ARTICLE 3 - Membership

- 3.1. Membership in the Bargaining Unit requires:
 - 3.1.1. that the person be an Employee of the Toronto District School Board for whom the PSSP Bargaining Unit holds bargaining rights as determined by the Ontario Labour Relations Board or as determined by the recognition clause(s) of the current Collective Agreement or contract(s) held by the PSSP Bargaining Unit.
 - 3.1.2. And;
 - 3.1.3. that the person be a Member in good standing of the Ontario Secondary School Teachers' Federation.

ARTICLE 4 - Dues & Levies

- 4.1. Members shall pay annual dues as prescribed in the Constitution and By-Laws of OSSTF (including By-Law 11.1.1 and Constitution Article 6).

- 4.2. In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved every two years in accordance with elections by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

ARTICLE 5 - Bargaining Unit Executive

- 5.1. There shall be an Executive consisting of the following voting Members:
 - 5.1.1. President,
 - 5.1.2. Vice-President/Chief Negotiator,
 - 5.1.3. Treasurer,
 - 5.1.4. Secretary,
 - 5.1.5. Seven (7) Executive Officers,
- 5.2. And; the following non-voting Members:
 - 5.2.1. Health and Safety Officer,
 - 5.2.2. Education Services Officer,
 - 5.2.3. Immediate Past President. The position of Immediate Past President shall be filled only if the Immediate Past President accepts the position for the current term.

ARTICLE 6 - Meetings

- 6.1. Frequency of Executive Meetings shall be established in By-Law 2.
- 6.2. There shall be an Annual General Meeting as defined in By-Law 1.
- 6.3. General Meetings may be convened in accordance with By-Law 1.

ARTICLE 7 - Collective Bargaining

- 7.1. There shall be a Collective Bargaining Committee for the Bargaining Unit created in accordance with By-Laws 14 and 20.

- 7.2. The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator, who is the chair of the Collective Bargaining Committee.
- 7.3. The Collective Bargaining Committee shall strive to reflect in its membership all of the job classifications within the Bargaining Unit.
- 7.4. The minutes of the CBC shall reflect the efforts taken to achieve the representation sought in Article 7.3.
- 7.5. The CBC shall notify the Executive of any job classifications not represented on the CBC.
- 7.6. The Collective Bargaining Committee shall respect all OSSTF Policies and By-Laws pertaining to collective bargaining.

ARTICLE 8 - Standing Committees

- 8.1. There shall be Bargaining Unit Standing Committees as designated in By-Law 20.
- 8.2. The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.
- 8.3. The chairperson of any Bargaining Unit Standing Committee shall provide a written report of the committee's activities and recommendations at the Annual General Meeting of the Bargaining Unit. Such a report will also be furnished to the Bargaining Unit Executive at the request of the President.

ARTICLE 9 - Amendments

- 9.1. Amendments to the Constitution may be made at a General Meeting as provided in By-Law 10

BY-LAWS

By-Law 1 - General Meetings

- 1.1. Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) calendar days prior to the date of the Meeting, unless the Executive deems by a 2/3 majority vote that a shorter notice (not less than five working days) is required due to exceptional circumstances. Reasonable effort shall be made to serve Members notification in writing at their home or work addresses.
- 1.2. Notice of General Meetings shall be given to the Members in writing at least ten (10) working days in advance of the Meeting, unless the Executive deems by a 2/3 majority vote that a shorter notice is required due to exceptional circumstances.
- 1.3. The Bargaining Unit President shall call a General Meeting where ten (10) percent or more of the Members make such a request in writing to the President.

By-Law 2 - Executive Meetings

- 2.1. The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per school year.
- 2.2. The Bargaining Unit President shall call a Meeting of the Executive when at least thirty (30) percent of the Members of the Executive make such a request in writing to the President.
- 2.3. The Bargaining Unit Executive shall make available a copy of the Executive meeting minutes to the Membership within 30 calendar days of their approval.

By-Law 3 - Quorum

- 3.1. A quorum for Meetings of the Executive shall be a simple majority of the voting Members of the Executive.
- 3.2. A quorum for a General Meeting or the Annual General Meeting shall be fifty (50) Members who are qualified to vote.

By-Law 4 - Voting

- 4.1. Any OSSTF Member of the Bargaining Unit may attend, speak and vote at any duly convened Annual or General Meeting of the Bargaining Unit.

- 4.2. Where a vote is held, any Employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the Employer, including a strike vote.
- 4.3. The Executive may establish a method for checking the membership status of any person planning to vote at any Meeting of the Bargaining Unit.

By-Law 5 - Elections

- 5.1. Only Members in good standing of the Bargaining Unit may be candidates for office.
- 5.2. Elections for Executive shall be by secret ballot at the Annual General Meeting. Everyone on the Bargaining Unit Executive shall be elected by a simple majority of those Members present, qualified to vote and voting.
- 5.3. Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by two other Members' signatures, to the Secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election; the Executive shall bring forward all names to the Members of the Bargaining Unit.
- 5.4. OR,
- 5.5. Any Member of the Bargaining Unit may be nominated "from the floor" supported by two other Members as the mover and seconder of the motion to nominate.
- 5.6. Elections for Executive shall be in the order listed in Article 5 of the Constitution.
- 5.7. Defeated candidates shall be considered for other offices if they choose.
- 5.8. Two random scrutineers shall be chosen from the members present who are not running for elected office.
- 5.9. Ballots shall have the name of each Executive Position and the correlating number of officers to elect for that position.
- 5.10. The term of office of the Bargaining Unit Executive shall be for "two years", from July 1 to June 30.
- 5.11. An election to fill vacancies shall be held should it be required under By-Law 11.

By-Law 6 - Duties of Members

- 6.1. It shall be the duty of every Member to comply with the duties of Members of the Ontario Secondary School Teachers' Federation as defined in OSSTF Provincial By-Law 5 - Rights, Privileges and Duties, and Section 5.2 - Duties of Members.

By-Law 7 - Duties of the Bargaining Unit Executive

- 7.1. Manage the affairs of the Bargaining Unit between General Meetings.
- 7.2. Propose a Bargaining Unit budget for presentation at the Annual General Meeting.
- 7.3. Establish Procedures and Policies in order to facilitate the business of the Bargaining Unit and to present those Procedures and Policies to the Membership for ratification at the Annual General Meeting.
- 7.4. Communicate regularly with the Members of the Bargaining Unit regarding the management of the Bargaining Unit business.
- 7.5. Establish a Grievance Committee which shall investigate and determine the manner in which grievances are conducted.
- 7.6. Establish Procedures for the ratification of a Collective Agreement.
- 7.7. Fill any vacant position on the Executive, with the exception of the position of President which shall be filled in accordance with the By-Laws.
- 7.8. Ensure Bargaining Unit representation on District, Sector, and Provincial Councils and Committees as may be required.
- 7.9. Serve as the grievance appeals committee for the Bargaining Unit, excluding any Executive Member who was a party to the original ruling on the grievance in question.
- 7.10. Create the Standing Committees of the Bargaining Unit as described in By-Law 20.
- 7.11. Create Ad Hoc or Special Committees of the Bargaining Unit as needed.
- 7.12. Publish summary of approved minutes of General Meetings, Annual General Meetings and Executive Meetings in a timely fashion.
- 7.13. Members of the Executive and/or Executive Committees will endeavour to acknowledge by phone or email the receipt of any message by phone or email received by a Member within 3 business days.

By-Law 8 - Duties of Executive Members

8.1. The duties of the President shall be to:

- 8.1.1. Assume the role of Chief Executive Officer for the Collective Agreement.
- 8.1.2. Call and preside over all Executive and General Meetings.
- 8.1.3. Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook, which are relevant to the PSSP Bargaining Unit.
- 8.1.4. Be an ex-officio Member of all Bargaining Unit committees.
- 8.1.5. Represent the Bargaining Unit on the District Executive and the District Council.
- 8.1.6. Report to the Bargaining Unit Executive and Members the activities and concerns of the District.
- 8.1.7. Report to the Members at the Annual General Meeting.
- 8.1.8. Be a Member of the Collective Bargaining Committee and the Table Team.
- 8.1.9. Represent all Members of the Bargaining Unit fairly whether they are OSSTF Members or not.
- 8.1.10. Ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 8.1.11. Represent the Bargaining Unit, or assign a designate, at a Sector Council General Meeting.
- 8.1.12. Chair the Grievance Committee and coordinate all grievances within the Bargaining Unit. If there is a Time Release person for the Bargaining Unit other than the President this role regarding grievances may be assigned to that person.
- 8.1.13. Act as Grievance Officer.

8.2. Duties of the Vice-President/Chief Negotiator:

- 8.2.1. Carry out the duties as may be assigned by the President.

- 8.2.2. To encourage and facilitate the participation of all job classifications within the Bargaining Unit in the organizational life of the Bargaining Unit.
- 8.2.3. Represent the Bargaining Unit on the District Executive.
- 8.2.4. Chair the Bargaining Unit Collective Bargaining Committee.
- 8.2.5. Report on a regular basis to the Executive and the Members.
- 8.2.6. Attend OSSTF CBC regional meetings and annual CBC conference.
- 8.2.7. During a negotiation year, draft bargaining brief, communicate regular bargaining updates to membership and function as primary spokesperson to the employer on all bargaining related issues.

8.3. Duties of the Secretary:

- 8.3.1. Keep a record of the minutes of all Annual, General Meetings and Executive Meetings.
- 8.3.2. Send a copy of the minutes to each Member of Executive.

8.4. Duties of the Treasurer:

- 8.4.1. Carry out the duties as may be assigned by the President.
- 8.4.2. Abide by the "Treasurer's Handbook" as published and revised from time to time by OSSTF.
- 8.4.3. Abide by the duties listed under By-Law 13 - Finances of this Constitution.

8.5. Duties of the Immediate Past President:

- 8.5.1. Carry out the duties as determined by the President.

8.6. Duties of the "Executive Officers"

- 8.6.1. Carry out the duties as determined by the President.
- 8.6.2. Facilitate communication with Members.
- 8.6.3. To arrange and chair membership Meetings at least as frequently as directed by the Executive Committee.

- 8.6.4. Update the Membership on the business of the Bargaining Unit, and to gather the concerns of the Membership and bring these concerns to the attention of the Executive.
- 8.6.5. Report possible violations of the Collective Agreement to the Grievance Committee. This duty is given as a safeguard, all Members are requested to report to the Grievance Committee any possible violations of the Collective Agreement.
- 8.6.6 Each Executive Officer shall sit on at least two committees, as assigned by the President.
- 8.6.7 If an Executive Officer misses two consecutive meetings, without just cause, the Executive Committee reserves the right to remove that member from the committee.

8.7 PSSP D12 Representatives on, Union, or Community group, committee, agency or organization

8.7.1 The representatives shall have the following duties:

- a) To attend the meetings of body to which they are assigned, barring a reason which is good and sufficient to the PSSP Executive for not attending.
- b) To report concerns of the PSSP President or Executive to the body to which they are assigned.
- c) To report on the activities and decisions of the body to which they are assigned to the PSSP Executive on a regular interval or upon request.
- d) To bring forward any PSSP resolutions passed by Executive to be presented to the body to which they are assigned.
- e) To present a written report to the Annual Meeting of the Bargaining Unit or, upon request to PSSP Executive.
- f) To assist the body to which they are assigned in the implementation of decisions taken which advance the specific or general interests of the Bargaining Unit.

8.7.2 Failure to adhere to one or more of the above duties may lead to removal from the role of Bargaining Unit representative on the body to which they are assigned.

- 8.7.3 The appointment and removal as Bargaining Unit representative on any Employer, Union, or Community group, Agency or Organization Committee shall be the sole discretion of the PSSP Executive.

By-Law 9 - General Meetings

- 9.1. A General Meeting of the Bargaining Unit may adopt or rescind Bargaining Unit By-laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
- 9.1.1 Election Procedures for Bargaining Unit Officers and delegates to Sector.
- 9.1.1. The time, place, date and conduct of the Annual General Meeting and other General Meetings of the Bargaining Unit.
- 9.1.2. The formation of internal organizations and Procedures.
- 9.1.3. The establishment, amendment or rescission of Bargaining Unit Policy.
- 9.1.4. All other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

By-Law 10 - Amendments

- 10.1. Amendments to the Constitution and By-Laws may be made at a General Meeting of the Bargaining Unit.
- 10.2. **Amendments to Articles of the Constitution**
- 10.2.1. Amendments to the Constitution Articles may be made by a two thirds (2/3) majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the Membership in writing not less than thirty (30) calendar days prior to the date of the General Meeting.
- 10.2.2. Where such notice has not been given, amendments to Constitution Articles may be made by a nine-tenths (9/10) majority vote of the Members present, qualified to vote and voting.
- 10.3. **Amendments to By-Laws**
- 10.3.1. Amendments to the By-Laws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the Membership in writing not less than thirty (30) calendar days prior to the date of the General Meeting.

10.3.2. Where such notice has not been given, amendments to By-Laws may be made by a three-quarters (3/4) majority vote of the Members present, qualified to vote and voting.

10.4. **Amendments to Procedure or Policy**

10.4.1. Any amendments to Procedure or Policy shall be ratified, rescinded or amended at a General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

By-Law 11 - Vacancies

11.1. If a vacancy occurs in any Bargaining Unit Executive position, except the position of President, and the 2nd Time Release member, the Bargaining Unit Executive shall solicit nominations and appoint, in a timely fashion, a Member to fill the vacancy until the end of the term of office.

11.2. Where the vacancy occurs in the position of President, the 2nd Time release member of the executive shall assume the position for the remainder of the term of office.

11.3. Where the vacancy occurs in the 2nd Time Release position of the Executive, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office, unless the vacancy occurs within the same calendar year as the election, in which case a new election shall be held.

11.4. Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.

11.5 **Vacancies Created by Statutory/SickLeaves**

11.5.1 In the event the PSSP President requires a statutory/sick leave, the Executive shall appoint the Vice President as Acting Bargaining Unit President for the duration of the leave, subject to the term of office.

11.5.2 In the event the Second Time Release position requires a statutory/sick leave, the Executive may appoint an Executive Member as Acting Vice-President for the duration of the leave, subject to the term of office.

11.5.3 Should any non-release member of Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, the Executive may appoint an acting replacement from amongst the members of Executive for the duration of the leave, subject to the term of office.

By-Law 12 - Area Organization

- 12.1. The Bargaining Unit shall, for the sole purpose of the facilitation of communication between the Membership and the Executive, be represented through Organizational Areas.
- 12.2. There shall be one Organizational Area for each regional administrative or major Educational Center as established by the Toronto District School Board.
- 12.3. Written notice of an Organizational Area Meeting shall be given ten (10) working days prior to the Meeting date and in accordance with the Policy and Procedures established by the Executive.

By-Law 13 - Finances

- 13.1. The fiscal year of the Bargaining Unit shall be the same as the fiscal year of OSSTF.
- 13.2. The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved Budget, or under the request and authority of the Executive.
 - 13.2.1 The Treasurer shall complete these tasks with the assistance of a professional book keeper who shall be charged with duties that include but are not limited to: maintaining the books, inputting the receipts, reviewing the budget lines, closing the books each summer, and reporting to the executive as requested by the President or Treasurer.
- 13.3. The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at the Executive Meetings every second month starting September of each year, as well as other times as requested by the President.
- 13.4. The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at the Annual General Meeting.
- 13.5. Cheques drawn on the Bargaining Unit account shall require two signatories.
 - 13.5.1.1. One of the signatories must be the President and the other may be the Treasurer or Vice-President.
- 13.6. Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on PSSP Bargaining Unit expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

By-Law 14 - Collective Bargaining

- 14.1. The CBC for the Bargaining Unit shall include: the Chief Negotiator, the President, and such Members required to achieve the representation sought in Article 7 of the Bargaining Unit Constitution.
- 14.2. The Bargaining Unit Executive shall appoint a Member to fill any vacancies.

By-Law 15 - Duties of the Collective Bargaining Committee

- 15.1. Assist the Chief Negotiator in preparing a negotiating brief.
- 15.2. Assist the Chief Negotiator in seeking approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
- 15.3. Assist the Chief Negotiator in communicating regularly with the Members on the progress of negotiations.
- 15.4. Assist the Chief Negotiator in ensuring a mechanism for contract ratification by the Membership.
- 15.5. Assist the Chief Negotiator in drafting and reviewing the results of the collective bargaining survey.
- 15.6. Assist the Chief Negotiator in forming a job action committee, if necessary.

By -Law 16 - Provincial Councilor

- 16.1. The number of Provincial Councilors arising from the Bargaining Unit shall be in accordance with the Provincial Constitution and By-laws.
- 16.2. The first Provincial Councilor generated by the Bargaining Unit numbers shall be the Bargaining Unit President.
- 16.3. The Bargaining Unit Executive shall appoint a member of the Executive as Provincial Councilor if the President is unable or unwilling to serve as Provincial Councilor.
- 16.4. Additional Provincial Councilors shall be appointed by the Bargaining Unit Executive based upon the numbers generated by the Provincial OSSTF office.

By-Law 17 - Duties of the Grievance Committee

- 17.1. Work to ensure that the contract is upheld and honoured.
- 17.2. Investigate possible violations of the contract by the Employer.
- 17.3. Rule on whether or not a violation of the contract has occurred and shall determine the course of action to be taken.
- 17.4. Investigate possible violations of the contract concerning an individual Member(s) as well as direct differences in interpretation and application of the contract between the Bargaining Unit and the Employer.
- 17.5. Act in accordance with all OSSTF By-Laws and Policies concerning grievances.
- 17.6. Insure all Members receive impartial and fair representation without discrimination by the committee.

17.7. Grievance Appeals

- 17.7.1. If a grievance officer of the Bargaining Unit decides to terminate or not pursue a grievance, the affected member(s) shall be informed in writing within three (3) working days of the decision and the reasons for not pursuing a grievance.
- 17.7.2. If the affected member(s) referenced in 17.1.1 are not satisfied with the decision of the grievance officer, they may appeal the decision to the Bargaining Unit Executive, which shall serve as the grievance appeals committee.
- 17.7.3. The decision of the grievance appeals committee is final, subject only to further review as granted by the OSSTF Provincial Constitution and Bylaws.

By -Law 18 - Selection of Time Release Staff

- 18.1. Should there be only one Time Release position available, this position shall be filled by the President of the Bargaining Unit, barring exceptional circumstances.
- 18.2. Should there be a second Time Release position available, this position shall be filled by the Vice-President/Chief Negotiator of the Bargaining Unit, barring exceptional circumstances.

By-Law 19 – Rules of Order

19.1. At all Executive, General, Organizational Area, and Annual General Meetings of the Bargaining Unit the President, or designate, shall preside in a fair and democratic manner with consideration of the Constitution, By-Laws, and Policy of OSSTF and the PSSP Bargaining Unit. [Specific Rules of Order as determined under OSSTF Bylaw 24 as amended at Provincial Council, April, 1991, or as subsequently amended, shall govern the Meetings of the Bargaining Unit.]

19.2 Anti-Harassment and Anti-Bullying Policy

The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying policy and procedure to be followed at all PSSP functions.

19.2.1

The Anti-harassment and Anti-Bullying policy and procedure and any amendments to it shall be approved by the Bargaining Unit Executive.

19.2.3

The OSSTF Anti-Harassment statement shall be adopted as general policy guidelines and read out and/ or distributed prior to any PSSP sponsored meeting or event.

19.2.3.1 At every PSSP sponsored meeting or event at least one Anti-harassment officer will be designated for members to contact.

19.2.4

The resolution and complaint procedure shall be as follows:

- a) Any member who believes s/he has been a target of harassment or discrimination at a PSSP sponsored meeting or event is encouraged to take immediate action to ensure this behaviour stops.
- b) As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party.
- c) If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the Executive Officer in charge of the event to ask that one be appointed.
- d) The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s), with the approval of the President/ Executive Officer in charge of the event, may remove the respondent temporarily from the meeting if circumstances warrant.
- e) The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the President/ Executive Officer in charge of the event.
- f) If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be

submitted to the OSSTF General Secretary for action and it shall be the joint responsibility of the General Secretary and the Secretariat attached to the Bargaining Unit to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.

- g) The parties involved will receive a written report stating the findings and any action taken.
- h) Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the President.
- i) Decisions may be reviewed by Judicial Council on the request of a member or appealed to the bargaining unit grievance appeals committee as per bylaw 17.7.
- j) The OSSTF General Secretary shall keep a confidential file of all records and reports related to the investigation of written complaints for a period of five years.
- k) None of the above restricts a member's right to file a complaint with the TDSB Human Rights and Workplace Harassment Office, Ontario Human Rights Commission or make a complaint to police.

By-Law 20 – Standing Committees

20.1. The Bargaining Unit Executive shall establish each year the following Standing Committees:

- 20.1.1. Grievance Committee, with the President as Chair.
 - 20.1.2. Collective Bargaining Committee, with the Chief Negotiator as Chair.
 - 20.1.3. A Negotiating Team (when negotiations with the Employer are required), which shall include the Chief Negotiator and the President among its number.
 - 20.1.4. Health and Safety Committee, with the Health and Safety Officer as Chair.
 - 20.1.5. Finance Committee, with the Treasurer as Chair.
 - 20.1.6. Any further Standing Committees required of the Bargaining Unit by the District or Provincial Bodies of OSSTF.
 - 20.1.7. The Executive may create other Standing Committees as deemed necessary for carrying out the business of the Bargaining Unit.
 - 20.1.8. Constitution Committee.
- 20.2. All Standing Committees of the Bargaining Unit shall have a Bargaining Unit Executive as a Member.

By-Law 21 Ratification and Strike Votes

21.1. Voting

- 21.1.1. Members of the Bargaining Unit are entitled to vote at a meeting held for the purposes of ratifying a proposed Collective Agreement.
- 21.1.2. Ratification or strike votes shall be conducted by secret ballot.
- 21.1.3. Proxy votes will be accepted if the member is unable to attend due to:
 - 21.1.3.1. serious illness
 - 21.1.3.2. attendance at a funeral of a family member or close friend
 - 21.1.3.3. the member being required by the Employer to be outside the City of Toronto on the day of the vote
- 21.1.4. Proxy votes will not be accepted for any other reasons.
- 21.1.5. The Executive will determine the method for proxy votes.
- 21.2. Reasonable efforts will be made to provide printed details of Collective Agreement revisions to members who qualify to vote by proxy. These efforts will not delay the ratification vote.
- 21.3. The Executive of the Bargaining Unit shall hold at least one membership meeting for the purposes of a Collective Agreement ratification or strike vote.
- 21.4. In the event that there is more than one meeting for the purposes of a Collective Agreement ratification or strike vote, such meetings shall be held within twenty-four (24) hours of each other.
- 21.5. The Executive shall appoint a ratification or strike vote committee to conduct any meeting for the purpose of a Collective Agreement ratification or strike vote. This committee shall ensure that a fair and secret ballot is held, and shall determine the results of the voting immediately following the vote being taken.
- 21.6. When a Collective Agreement ratification meeting is scheduled, a detailed summary of the proposed agreement shall be made available to the membership at least five (5) working days prior to the meeting.
- 21.7. In the event that members are on strike, or locked-out by the Employer, the five (5) days referenced in 21.6 may be reduced to a minimum of one (1) working day.

By-Law 22 AMPA Delegates and Alternates

22.1. The Bargaining Unit Executive shall appoint delegates and alternates to the Annual Meeting of the Provincial Assembly (AMPA) from members who have made application.

By-Law 23 Reserve Funds

23.1. The Bargaining Unit may establish the following accounts:

23.1.1. **General Fund Account:** to be used for general operating activities of the Bargaining Unit. This fund balance shall not exceed \$100,000. Any excess will be transferred to the Low Risk Investment Account.

23.1.2. **Low Risk Investment Account:** to be used to hold the outstanding balance of the Bargaining Unit funds.

23.2 The PSSP Executive shall have authority over all accounts.

23.3 The PSSP Executive shall report to the Annual General Meeting a summary of the allocation of all monies moved into, or out of, these accounts.
