



OSSTF / FEESO
DISTRICT 21

**PSSP CONSTITUTION
& BY-LAWS
2023-2024**

Table of Contents

PREAMBLE	4
ARTICLE 1 - NAME	5
ARTICLE 2 - OBJECTIVES	5
ARTICLE 3 - MEMBERSHIP	5
ARTICLE 4 - UNIT ORGANIZATION	5
4.1 Unit Executive	5
4.2 Unit Council	6
4.3 Unit Annual General Meeting	6
4.4 Unit Standing Committees	6
4.5 Unit Ad-Hoc Committees	7
4.6 Unit Representation to PSSP Sector of Presidents (SCOP).....	7
ARTICLE 5 - DISCIPLINE ORGANIZATION	7
5.1 Definition	7
5.2 Vote	7
5.3 Discipline Representation	7
ARTICLE 6 - THE SUBSCRIPTION FUND	7
6.1 Definition	7
6.2 The Levy	7
ARTICLE 7 - ELECTIONS	8
ARTICLE 8 - AMENDMENTS	8
ARTICLE 9 - BY-LAWS	8
ARTICLE 10 - GRIEVANCES	8
ARTICLE 11 - AWARDS AND FINANCIAL CONTRIBUTION	8
ARTICLE 12 - THE RESERVE FUND	9
ARTICLE 13 – COMPLIANCE	9
BY-LAW 1 - UNIT YEAR	9
BY-LAW 2 - THE SUBSCRIPTION FUND	9

Section 1 - The Levy	9
Section 2 - Administration	9
 BY-LAW 3 - CONDUCT OF MEETINGS	 9
Section 1 - Quorums	9
Section 2 - Procedures	10
(a) Rules of Order	10
(b) Resolutions	10
(c) Convening Meetings	10
(i) Unit Annual General Meetings	10
(ii) Unit Council Meetings	10
(iii) Unit Executive Meetings	10
(iv) Unit Committee Meetings	10
(v) Discipline Meetings	10
(vi) Ratification Meetings.....	10
 Section 3 - (a) Representation on Councils, Delegations, and Committees	 11
(b) Representation on Unit Ad-Hoc Committees	11
(i) Collective Bargaining Committee	11
(ii) Constitution Committee	11
 Section 4 -Electronic Meetings	 11
 BY-LAW 4 - ELECTIONS, APPOINTMENTS, NOMINATIONS	 12
Section 1 - (a) Eligibility	12
(b) Member Elected to Complete Unexpired Term	12
(c) Election	12
(d) Discipline Representatives	12
(e) Balloting	13
(f) AMPA Delegates	13
(g) Human Rights Representative.....	13
(h) Status of Women Representative	13
(i) Political Action Representative	13
(j) Health & Safety Officer	13
 Section 2 - Tenure of Office	 14
 BY-LAW 5 - DUTIES OF THE UNIT ORGANIZATION	 14
Section 1 - The Unit Executive	14
Use of Executive Session	14
Section 2 - Unit Executive Officers	15
(a) President.....	15
(b) Vice-President.....	15
(c) Chief Negotiator	15

(d) Grievance Officer.....	17
(e) Secretary	17
(f) Treasurer	17
(g) Chairpersons of Standing Committees	17
(h) Relations Officer.....	17
(i) Equity, Anti-Racism, Anti-Oppression Officer	17
Section 3 - Unit Council	18
Section 4 - The Unit Annual General Meeting.....	18
Section 5 - Unit Standing Committees	19
(a) Unit Collective Bargaining Committee	19
(b) Relations Committee	19
BY-LAW 6 - THE RESERVE FUND	19
Section 1 - Objectives	19
Section 2 - Sources	20
Section 3 - Administration	20
BY-LAW 7 – ELECTRONIC MEETINGS.....	20
APPENDIX 1 - UNIT GRIEVANCE PROCEDURE	21
APPENDIX 2 - POLICY ON GIFTS, DONATIONS, ANNUAL PSSP AWARD AND DISCIPLINE AWARDS	22



**OSSTF District 21 –Professional Student Service Personnel
Hamilton-Wentworth**

Constitution and By-Laws

PREAMBLE:

1. “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
2. “District” shall mean the District 21 Organization of OSSTF.
3. “Unit” shall mean the Bargaining Unit of OSSTF District 21 comprising OSSTF members employed as Professional Student Services Personnel (PSSP) Employees by the Hamilton-Wentworth District School Board.
4. “Discipline” shall mean representative from one of the following:
 - i. Speech-Language Pathologists
 - ii. Psycho educational Consultants and Psychologist
 - iii. Social Workers
 - iv. Kinesiologist
5. “Member” shall mean an OSSTF member who is an active member of the Unit.
6. “Constitution” shall mean a system of fundamental principles according to which the Unit is governed and the basic organization of the Unit. The Constitution shall not contravene the Constitution of OSSTF or the Constitution of District 21.
7. “By-Laws” shall mean standing rules governing the membership of the Unit made under this Constitution on matters of internal regulation and matters which are entirely within the control of the Unit.
8. “Policy” shall mean a stand or position taken by the Unit in accordance with its By-Laws on matter whose resolution is beyond the internal legislative power of the Unit.
9. “Board” shall mean the Hamilton-Wentworth District School Board.
10. “Council” shall mean the Council composed of discipline representative of the Unit.
11. “OLRA” shall mean the Ontario Labour Relations Act.

ARTICLE 1 – NAME

- 1.1 The Unit shall be known as the professional Student Services Personnel (PSSP) of OSSTF District 21, Hamilton.

ARTICLE 2 – OBJECTIVES

- 2.1 The objectives of the Unit shall be:
- 2.1.1 to promote and advance the cause of education
- 2.1.2 to promote and advance the cause of services to special needs students.
- 2.1.3 to promote a high standard of professional ethics
- 2.1.4 to promote and advance the interest of Members and to secure conditions which will make possible the best professional service.
- 2.1.5 to secure for Members more active participation in the formulation of educational policies and practices affecting schools.
- 2.1.6 to work towards control of our professional destiny
- 2.1.7 to protect its Members, both individually and collectively in their profession.
- 2.1.8 to promote political action locally and provincially to ensure that regulating educational structures and policies are in the best interests of Members, students and the community.
- 2.1.9 to support and promote equal opportunity for its members, for employees , and for students.

ARTICLE 3 – MEMBERSHIP

- 3.1 The Unit shall consist of those Members of OSSTF who are employed as Professional Student Services Personnel employees by Hamilton-Wentworth District School Board.

ARTICLE 4 – UNIT ORGANIZATION

- 4.1 **Unit Executive**
- 4.1.1 There shall be a Unit Executive consisting of Voting Officers as follows:
- 4.1.1.1 The President
- 4.1.1.2 The Vice-President
- 4.1.1.3 Chief Negotiator
- 4.1.1.4 The Secretary
- 4.1.1.5 The Treasurer
- 4.1.1.6 Equity, Anti-Racism, Anti-Oppression Officer
- 4.1.2 There may be Non-Voting Officers as follows:
- 4.1.2.1 Any member co-opted by the Unit Executive to sit on the Unit Executive.
- 4.1.3 The Voting Members of the Unit Executive shall be elected or appointed in the manner prescribed in the By-Laws and shall each have one vote at Unit Executive Meetings.

4.1.4 The Non-Voting Members of the Unit Executive shall be elected or appointed in the manner prescribed in the By-Laws and aside from the right not to vote shall have all rights and powers of voting Members.

4.2 **Unit Council:**

4.2.1 There shall be a Unit Council consisting of voting members as follows:

4.2.1.1 The voting members of the Unit Executive.

4.2.1.2 Representatives from each Discipline.

4.2.1.3 Political Action Committee (PAC) Representative

4.2.1.4 The Provincial Councillor if a member of the PSSP Unit

4.2.1.5 Health and Safety Committee Representative.

4.2.1.6 Human Rights representative

4.2.1.7 Status of Women Representative

4.2.2 Non-voting Members as appointed by the Unit Council.

4.2.3 All voting members of the Unit Council shall have on vote at the Unit Council Meetings.

4.2.4 The members of the Unit Council shall be elected or appointed in the manner prescribed in the By-Laws.

4.3 **Unit Annual General Meeting**

4.3.1 There shall be a Unit Annual General Meeting open to all members.

4.3.2 Each member shall have on vote at Unit Annual General Meetings and may move, second, and vote on motions.

4.3.3 The Unit Annual General Meeting shall be convened and run in the manner prescribed in the By-Laws.

4.3.4 There may be additional Unit Meetings convened as prescribed in the By-Laws.

4.4 **Unit Standing Committees**

4.4.1 The members of Unit Standing Committees shall be elected or appointed in the manner prescribed in the By-Laws.

4.4.2 There shall be: A Unit Collective Bargaining Committee consisting of the following voting members:

4.4.2.1 A Chairperson who is the Unit Chief Negotiator

4.4.2.2 The President of the Unit or President designated

4.4.2.3 Representatives as follows:

4.4.2.3.1 Speech-Language Pathologists – 1

4.4.2.3.2 Psycho educational Consultant/Psychologist – 1

4.4.2.3.3 Social Workers – 1

4.4.2.3.4 Kinesiologist – 1

4.4.3 There shall be: A Unit Relations Committee consisting of the following members;

4.4.3.1 The Unit Relations Officer

4.4.3.2 The Unit President, plus one additional member designated by the Unit President as per the Collective Agreement.

4.5 **Unit Ad-Hoc Committees**

4.5.1 The members of the Unit Ad-Hoc Committees shall be elected or appointed in the manner prescribed in the By-Laws;

4.6 **Unit Representative to PSSP Sector Council of Presidents (SCOP)**

4.6.1 Representation to the PSSP (SCOP) meetings shall be conducted in the manner prescribed in the Provincial Regulations and By-Laws.

4.6.2 The President or delegate shall be the Bargaining Unit representative at the PSSP SCOP.

ARTICLE 5 – DISCIPLINE ORGANIZATION

5.1 **Definition**

5.1.1 A Discipline shall consist of all members within the particular discipline. There shall be four disciplines titled as follows: Speech-Language, Pathologists, Psycho-Educational Consultants/Psychologists, Social Workers and Kinesiologists.

5.2 Each member in a Discipline shall have one vote at the Discipline meeting.

5.3 **Discipline Representation**

5.3.1 Each Discipline shall have representatives who sit on: the Unit Council, CBC and other Ad-Hoc Committees.

5.3.2 The representatives shall be elected or appointed in the manner prescribed in the By-Laws.

ARTICLE 6 – THE SUBSCRIPTION FUND

6.1 **Definition**

6.1.1 There shall be a Unit Subscription Fund, the purpose of which shall be to pay in this order:

- a) The salary, fringe benefits, and expenses of the Unit President or designate for time they are released from their duties.
- b) Conference attendance for Union Purposes.
- c) Unit Annual Meeting the membership at the recommendation of the Unit Budget Committee can also agree to fund –

6.2 **The Levy**

6.2.1 There shall be a Unit Levy, the purpose of which shall be to pay the salaries and fringe benefits of Unit Officers, for all or part of the year in which they are release from their position with the HWDSB in the manner prescribed in the By-Laws.

6.2.2 The amount of this levy is subject to the approval of the membership at the Unit Annual General Meeting.

ARTICLE 7 – ELECTIONS

- 7.1 Any Unit Member is eligible to hold any Federation appointment or elective office at the unit level. Elections for Unit level positions shall be conducted as outlined in the By-Laws.

ARTICLE 8 – AMENDMENTS

- 8.1 Amendments to this Constitution, its Articles and By-Laws, may be made at a duly constituted Unit Annual General Meeting provided such amendments do not contravene or advocate the contravention of the District Constitution, the District's Articles and By-Laws, the Policy Statements of the District, or the OSSTF Constitution and By-Laws.
- 8.2 The Unit President must inform the members in writing of the "on-time" amendments at least 14 calendar days prior to the Unit Annual General Meeting.
- 8.2.1 A two-thirds vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Unit President at least 30 calendar days prior to the Unit Annual General Meeting.
- 8.2.2 A three-quarters vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Unit President at least 20 calendar days prior to the Unit Annual General Meeting.
- 8.2.3 The Unit President must inform the members in writing of the amendments at least 14 calendar days prior to the Unit Annual General Meeting.
- 8.2.4 A nine-tenths vote of the Members present and voting, where the notice has not been given out as outlined in Articles 8.2.1 and 8.2.3

ARTICLE 9 – BY-LAWS

- 9.1 A duly constituted Unit Annual General Meeting may pass and amend By-Laws not inconsistent with the District Constitution concerning:
- 9.1.1 The procedure for the election of its various Officers.
- 9.1.2 The formation of Unit and Discipline organizations.
- 9.1.3 The time, place and conduct of the General and other meetings of the Unit.
- 9.1.4 The establishment, amendment or rescission of Unit policy.
- 9.1.5 All other matters as are deemed necessary or convenient for the promotion of the welfare of the Members or the conduct of the business of the Unit.

ARTICLE 10 - GRIEVANCES

- 10.1 There shall be a Unit Grievance Officer, whose purpose shall be to deal with grievances within the Unit. The procedures for initiating and processing a grievance shall be appended to the By-Laws of the Constitution.

ARTICLE 11 - AWARDS AND FINANCIAL CONTRIBUTIONS

- 11.1 By-Laws and Appendix 3.

ARTICLE 12 - THE RESERVE FUND

- 12.1 There shall be a Unit Reserve Fund comprising such funds as are declared surplus by the Treasurer, with the approval of the Unit Council. The purposes of, sources for, and administration of, the Fund, shall be as outlined in the By-Laws.

ARTICLE 13 – COMPLIANCE

- 13.1 This Constitution cannot contravene the Provincial OSSTF Constitution, Bylaws, Policies or Procedures.
- 13.2 This Constitution is established under the Constitution and Bylaws of the Ontario Secondary School Teachers' Federation, a provincial body, which is a federation affiliate of the Ontario Teachers' Federation, and, where silent on a matter, The Constitution, Bylaws and Policies of the Ontario Secondary School Teachers' Federation shall be used.

BY-LAW 1 - UNIT YEAR

The Unit year shall be July 1, to June 30 of the following year.

BY-LAW 2 - THE SUBSCRIPTION FUND**Section 1 - The Levy**

- (a) Each Member shall pay the amount set at the Unit Annual General Meeting.
- (b) The Levy shall be placed in the Subscription Account.

Section 2 - Administration of the Subscription Fund

- (a) Priority shall be given to the release of the Unit President.
- (b) The Unit Treasurer shall:
- (i) Place all monies in a bank account entitled "The PSSP Subscription Fund Account".
 - (ii) Transfer monies to the Unit General Account as approved by the Unit Executive and the Unit Council.
 - (iii) Apply the operating surplus remaining in the Subscription Fund towards the next year's needs.
- (c) There shall be an annual honorarium awarded to:
- President – \$1,000.00
 - Vice-President - \$1,000.00
 - Chief Negotiator - \$1,000.00
 - Treasurer - \$250.00
 - Secretary - \$ 250.00

BY-LAW 3 - CONDUCT OF MEETINGS**Section 1 - Quorums**

- (a) Unit meetings: 30% of all Unit members.
- (b) Council meetings: 51% of the voting Members of Council.
- (c) Discipline meetings: 51% of the Members of the Discipline.
- (d) Executive meetings: 51% of the voting Officers of the Executive.
- (e) Committee meetings: 51% of the voting Members of the Committee.

Section 2 - Procedures

(a) **Rules of Order**

The procedures for the conduct of Unit meetings shall be those that are recommended, by the Unit Council.

(b) **Resolutions**

At meetings of the Unit Council and Unit Executive, motions shall be presented to the Secretary in writing.

(c) **Convening Meetings**

(i) **General Meetings**

1. The Unit Executive, the Unit Council or 10% of the Members of the Unit on written request, may direct the Unit President to call a General meeting.
2. The Unit Annual General Meeting shall be held by the middle of May each year.
3. Prior to the Membership's voting to accept or reject any contract offer on salary, conditions of work, fringe benefits, or any other matters under negotiation with the Board, the Unit Chief Negotiator shall call a Ratification Meeting at which the contract offer shall be presented.

(ii) **Unit Council Meetings**

The Unit Executive or 10% of the members of the Unit Council on written request may direct the Unit President to call a Unit Council Meeting. In any event, the Unit President shall call a Unit Council Meeting.

(iii) **Unit Executive Meetings**

Two members of the Unit Executive on written request may direct the Unit President to call a meeting of the Unit Executive.

(iv) **Unit Committee Meetings**

A Unit Committee shall meet at such time as the Committee Chairperson, the Unit Executive or the Unit Council shall direct, or upon the written request of 10% of the members of that Committee.

(v) **Unit Discipline Meetings**

The Discipline membership shall meet at the call of the Discipline Representative or on the written request of 10% of the members of the Discipline.

(vi) **Ratification Meetings**

1. An information summary sheet/copy of memorandum of agreement shall be provided to member at least 48 hours prior to an information and ratification vote meeting.
2. Members shall assemble in one meeting place for the purpose of receiving information, of asking questions of clarification regarding the proposed collective agreement and for the purpose of voting.
3. Ratification procedures will be in accordance with the Ontario Labour Relations Act.
4. After the information meeting has occurred, members may also vote in the work place through pre-arrangement with the unit executive. If, and when,

electronic voting becomes available, procedures, as recommended by provincial OSSTF, will be followed.

Section 3 - Representation on Councils, Delegations, and Committees

- (a) For General Representation at Unit, Council, Discipline, Executive, and Standing Committees, see Article 4.
- (b) Representation on Unit Ad-Hoc Committees
 - (i) **Collective Bargaining Committee**
The Unit Collective Bargaining Committee shall be composed of 7 voting members to include: the Collective Bargaining Chairperson, the Unit President, the Vice-President and the Discipline representatives. Should an alternate Discipline member be required to fill the complement of 7 voting members, such members shall be the elected Discipline Councillor or other Discipline members with the Unit Council ratification. The CBC Table Team will consist of 5 Unit Members including the Chief Negotiator, President and 3 Discipline reps from the Collective Bargaining Committee.
 - (ii) **Constitution Committee**
Composition of the Unit Constitution Committee shall be the Unit Council.

Section 4 – Electronic Meetings

- 4.1 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be help electronically. Under no circumstances can any part of the electronic meeting be recorded.**
- 4.2 Platform**
 - 4.2.1 The platform in which these electronic meetings can be help is designated by the President.**
 - 4.2.2 The designated platform must support anonymous voting and support visible displays identifying those participating. Identifying those seeking recognition to speak, showing the text of pending motions, and showing results of votes.**
 - 4.2.3 The designated platform must require members, participating in the electronic meeting, to log in to satisfy the process of verification of membership of meeting participants.**
 - 4.2.4 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF Rules of Order.**
- 4.3 Electronic Meeting Voting**
 - 4.3.1 An anonymous vote conducted through the designated platform shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.**
 - 4.3.2 Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining Unit membership, executive, or committees. Election voting MUST be setup through Provincial OSSTF in the “My Vote” center.**
- 4.4 Electronic Meeting: Rules**
 - 4.4.1 Proper Notice of Meeting and Meeting Information (link, login, agenda, minutes, time and date) shall be sent out to members as per the constitution bylaw.**
 - 4.4.2 The meeting link shall open at least 15 minutes prior to the start of the meeting.**

- 4.4.3 Members shall login, identify themselves, and maintain internet and audio connection throughout the meeting when present but shall sign out upon any departure prior to adjournment.
- 4.4.4 Quorum shall be as designated as per the constitution bylaw.
- 4.4.5 The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 4.4.6 Members seeking recognition of the floor shall notify the chair by a method set out by the chair at the beginning of the meeting.
- 4.4.7 Motions (and/or other document) must be displayed to the membership until it is disposed of.
- 4.4.8 Votes shall be anonymous and shall be conducted via the platform designated for the electronic meeting.

BY-LAW 4 - ELECTIONS, APPOINTMENTS, NOMINATIONS

Section 1 - Eligibility

- (a) For general eligibility see Article 7.
- (b) Any Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of his/her predecessor.
- (c) **Election**
 - (i) Elections of Unit Officers shall take place every 2 years at the Unit Annual General Meeting in the following order:
 - President
 - Chief Negotiator
 - Vice-President
 - Grievance Officer
 - Secretary
 - Treasurer
 - Equity, Anti-Racism & Anti-Oppression Officer
 - (ii) any unsuccessful candidate may drop down to become a candidate for any position that is to be elected in the order set out in (c) Election (i).
- (d) **Discipline Representatives**
 - (i) The Discipline representatives shall be elected from the Discipline Membership at the General Meeting and take office on July 1 of that year.
 - (ii) Discipline representatives are required to represent the Discipline at the Unit Council Meetings for that year.
 - (iii) No Member of a Discipline may represent the Discipline in more than 2 capacities without obtaining the prior permission of the Unit Council.
 - (iv) With approval of the Unit Council, an Alternate preferably the Discipline representative on CBC may take the place of a Discipline representative to the Unit Council at any given Unit Council meeting, and shall retain all rights and privileges of the Discipline representative.

(e) Balloting

- (i) All elections shall be by secret ballot.
- (ii) The election of all officers shall be by a simple majority vote of those qualified to vote, present and voting.
- (iii) In the case of more than two (2) candidates for any of the elected offices, and failing a majority for any candidate on the first ballot, the candidate with the lowest number of votes shall be dropped from the succeeding ballots until a majority is reached.
- (iv) Notice of Unit elections shall be sent to all members, in writing, at least four (4) weeks prior to the Unit Annual General Meeting by the Unit President/Delegate. The notice shall solicit nominations for the elected positions.
- (v) Candidate may name a scrutineer to observe the ballot counting process.

(f) AMPA Delegates

- (i) **President** shall be the AMPA Delegate.
- (ii) Nominations shall be sought for the position of any additional AMPA Delegate(s) or alternates when assigned to this Unit.
- (iii) AMPA Delegates shall be elected by the Unit Council at the December Council Meeting.
- (iv) The position of AMPA Delegate(s) shall be by members with the highest vote count. Once all positions are filled, the balance of names shall fill the alternate position(s), in order of most votes. The remainder of nominees shall have their names retained on a list, in order of vote count, to move into a position if it becomes vacant.
- (v) If unable to attend, The PSSP Council will solicit interest and upon review appoint a member to be the Delegate to AMPA.

(g) Human Rights Representative

- (i) The Human Rights representative shall be appointed by the incoming Executive and shall take office until the end of June in the following year.

(h) Status of Women Representative

- (i) The Status of Women representative shall be appointed by the incoming Executive and shall take office until the end of June in the following year.

(i) Political Action Committee

- (i) The Political Action Committee Representative shall be appointed by the incoming Executive and shall take office until the end of June in the following year.

(j) Health and Safety Officer

- (i) **Health & Safety Officer**
- (ii) The Health & Safety Officer shall be appointed by the incoming Executive and shall take office until the end of June in the following year.

Section 2 - Tenure of Office

Tenure of all Offices is limited to two years from July 1 to June 30.

BY-LAW 5 - DUTIES OF THE UNIT ORGANIZATION**Section 1 - The Unit Executive**

It shall be the duty of the Unit Executive:

- (i) to promote within the Unit the objectives of OSSTF.
- (ii) to meet before all Unit Meetings, and as laid down in By-Law 3 Section 2 of this Constitution.
- (iii) to carry out the instructions of the Unit Council.
- (iv) between meetings of the Unit Council, to deal with all matters which, in the Unit Executive's opinion, require action.
- (v) to keep the Unit Membership informed of its activities.
- (vi) to appoint such persons as the Unit Council may decide to any Office or Committee.
- (vii) in the event that the Office of the Unit President becomes vacant, immediately to appoint the Unit Vice-President as Acting Unit President.
- (vii) in the event that a vacancy occurs during the academic year (September 1 - June 30) in any Office filled at the Unit Annual General Meeting to call a Unit Council Meeting within seven days of the occurrence of the vacancy to deal with the matter. If the vacancy occurs during July or August to call a Unit Council Meeting within seven days of Labour Day.
- (ix) in the event that a vacancy occurs in any Office filled at the Unit Annual General Meeting, or the Unit Council Meeting, immediately to seek and recommend candidates to the Unit Council for filling the vacancy.
- (x) to authorize payment of expenses and accounts incurred in the conduct of the business of the Unit.
- (xi) to inform the Provincial Executive of any matters affecting the welfare of the OSSTF or of one or more of its Members.
- (xii) to determine whether any Unit grievances shall be filed for arbitration.
- (xiv) Appoint Relations Officer from among the Unit Executive.
- (xv) Appoint on other member to the Relations Committee from among the Unit Executive.

Use of Executive Session

- (i) The Executive shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.
- (ii) The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this group move into Executive Session."
- (iii) All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.
- (iv) The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the Unit's public record unless the Executive specifically directs otherwise.

- (v) Within Executive Session, the standard rules of order shall be followed unless the Executive specifically directs otherwise.
- (vi) A resolution to rise from Executive Session shall be moved at the end of the Session.
- (vii) The resolutions directing the Executive to move into and rise from Executive Session are the only public record of the Executive Session.
- (viii) Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

Section 2 - Unit Executive Officers

(a) President

It shall be the duty of the President:

- (i) to preside and Chair at all meetings of the Unit Executive.
- (ii) to be an ex-officio member of all Unit Committees and to maintain contact with all aspects of Federation work in the Unit.
- (iii) in the event of a vacancy on the Unit Executive, to ensure that all vital functions of that office be carried out on an interim basis until the Unit Council fills that vacancy.
- (iv) to sit as a member of the Unit Collective Bargaining Committee.
- (v) to act as spokesperson for all Members of the Unit.
- (vi) to call and arrange the meetings of the Unit, the Unit Council and the Unit Executive **on a monthly basis during the school year.**
- (vii) to report to membership and unit meetings.
- (viii) to be a Signing Officer for the Unit vouchers.
- (ix) to assume, with the Unit Chief Negotiator responsibility for contract maintenance.
- (x) to sit as a member of the District Co-ordinating Committee.
- (xi) to receive and forward to the Unit Executive and the Unit Council communications from Provincial Council and Sector.
- (xii) to be a delegate to, or to appoint a designate to, the PSSP Sector Council and Provincial Council.
- (xiii) to administer the District Anti-Harassment Policy as it applies to the PSSP Unit.
- (xv) to assume responsibility for the efficient management of the Unit Office space and the maintenance of Unit Records.
- (xvi) to receive and forward communications from the Unit Executive to the Provincial Councillor and Sector.
- (xvii) to represent, or to appoint a designate to represent, the Unit at Full Board Meetings as necessary.
- (xviii) to sit as a member of the Relations Committee.
- (xvix) to provide input to the Relations Officer regarding items for the agenda for Relations meetings.

(b) Vice-President

a) It shall be the duty of the Vice-President:

- (i) to perform the duties of the President in his/her absence or at his/her request.
- (ii) to assist the President in carrying out his/her functions especially those of communication and facilitation.
- (iii) to receive and forward communications from the Unit Executive to the Provincial Councillor and Sector.
- (vi) to assist the President in Correspondence and in other duties as requested.
- (vii) to assist the President in Correspondence.
- (viii) to report to the Unit Annual General Meeting.
- (ix) to sit as a non-voting member of the Unit Collective Bargaining Committee.

to act as the Relations Officer

- (i) To sit on the Relations Committee
- (ii) Together with Unit president, to present items for the agenda at the monthly Relations Meetings with the Board.
- (iii) To gather concerns from the membership to be addressed at the Relations Meetings
- (iv) To present the Union's concerns to the Board at the Relations meetings.

(c) Chief Negotiator

It shall be the duty of the Chief Negotiator to be Chairperson of the Unit Collective Bargaining Committee.

(i) As the Unit Collective Bargaining Committee Chairperson:

- 1. to form a Committee following the prescriptions of By-Law 3 Section 3 (b) (i).
- 2. to be responsible for the formulation of negotiating procedures and strategies.
- 3. to meet as required with the representatives of the Board.
- 4. to make periodic progress reports on the negotiations to the Unit Council and to the membership.
- 5. to make recommendations to the Unit Council and to the Membership in accordance with the By-Laws.
- 6. to negotiate the collective agreement under the OLRA.
- (ii) to report to the Unit Annual General Meeting.
- (iii) to assume, with the Unit President, responsibility for contract maintenance.
- (vi) to sit as member of the District Co-ordinating Committee.
- (vii) to organize and conduct Unit contract maintenance workshops as requested

(d) **Grievance Officer**

It shall be the duty of the Grievance Officer/Relations Officer:

- (i) to act as Unit Grievance Officer
- (ii) to act as Unit Relations Officer
- (iii) to establish rapport with the Officials and Trustees of the Board
- (vi) to discuss Federation matters of mutual concern with Officials and Trustees of the Board.
- (vii) to report to the Unit Annual General Meeting.

(e) **Secretary**

It shall be the duty of the Secretary:

- (i) to be responsible for the Minutes of all Unit Executive and Unit Council Meetings, the Unit Annual General Meeting and other Unit Meetings as necessary.
- (ii) to ensure the Minutes of all Unit Council Meetings are made available to the Unit Council once approved.

(f) **Treasurer**

It shall be the duty of the Treasurer:

- (i) to sign and submit vouchers to authorize the District Financial Officer to pay all authorized accounts.
- (ii) to submit a financial statement at the Unit Annual General Meeting.
- (iii) to prepare a Unit budget for approval at the Unit Council and the Unit Annual General Meeting.
- (iv) to assist auditors in the preparation of the Annual Audit and Financial Statements.
- (v) to caution against unnecessary and wasteful expenditures in the Unit.
- (vi) to administer the Subscription Fund in accordance with By-Law 2 (b).
- (vii) to be a Signing Officer for the Subscription Fund and General Fund vouchers.
- (viii) to sit as a member of the District Co-ordinating Committee.

(g) **Chairpersons of Standing Committees**

It shall be the duty of Chairpersons of Unit Standing Committees:

- (i) to convene and direct the work of their committees in accordance with the instructions of the Unit Executive and the Unit Council, and in accordance with the Unit Constitution and its By-Laws.

(h) **Relations Officer**

to act as Unit Relations officer:

- (i) to sit of the Relations Committee
- (ii) together with Unit President, to present items for the agenda at the monthly Relations Meetings with the Board.
- (iii) to gather concerns from the membership to be addressed at the Relations Meetings
- (iv) to present the Union's concerns to the Board at the Relations meetings.

- (i) **Equity, Anti-Racism, and Anti-Oppression Officer**
To act as Unit Equity, Anti-Racism, and Anti-Oppression Officer
- (i) act as a resource person in the Bargaining Unit which may include reviewing local OSSTF policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level
 - (ii) assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation
 - (iii) assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks
 - (iv) assist in the establishment of a local equity, anti-racism, and anti-oppression committee
 - (v) assist in the preparation of local OSSTF materials relating to equity
 - (vi) assist the Executive regarding equity issues
 - (vii) attend and report to meetings of the Executive & Council
 - (viii) build awareness on equity, anti-racism, and anti oppressive issues
 - (ix) coordinate and participate in training on equity and related matters,
 - (x) liaise with other Bargaining Units' Equity, Anti-Racism, & Anti-Oppression Officers to collaborate and share resources
 - (xi) to carry out such duties as may be assigned by the Unit President."

Section 3 - Unit Council

It shall be the duty of the Unit Council:

- (i) to approve all business affecting the Unit.
- (ii) to advise the Unit Executive on any matter requiring attention before the next meeting of the Unit Council.
- (iii) to discuss and vote on the District Budget and the Unit Budget.
- (iv) to elect a successor to complete the unexpired term of any Officer elected or appointed at the Unit Annual General Meeting or June Unit Council Meeting.
- (v) to meet as laid down by By-Law 3 of this Constitution.
- (vi) to instruct the Treasurer in the administration of the Reserve Fund.
- (vii) to approve the nomination of a Member of the Unit to any Provincial Office of OSSTF.
- (viii) when necessary, at the Unit Council meetings, to approve Alternates for Discipline representatives.
- (ix) deal with policy and action motions referred to the Unit Council by the Unit Annual General Meeting.

Section 4 - The Unit Annual General Meeting

It shall be the duty of the Unit Annual General Meeting:

- (i) to elect by secret ballot a Unit President, Vice-President, Chief Negotiator, Grievance Officer/Relations Officer, Secretary, Treasurer, Discipline Representatives to the Unit Council, and Discipline Representatives to Collective Bargaining Committee
- (ii) Notwithstanding By-Law 5, Section 5, (i), if the incumbent President is re-elected, the office of immediate Past-President may be declared vacant by the Unit Annual General Meeting.

- (iii) to receive, discuss and vote on communications and reports from Unit Officers.
- (iv) to consider matters of general interest to the membership.
- (v) to adopt and amend By-Laws necessary for the transaction of Unit business and not in contravention of any Article or Section of OSSTF Constitution as published in the Provincial Handbook and not in contravention of any Article or Section of the District Constitution.
- (vi) annually, to establish the maximum amount to be contributed by each Member to the Subscription Fund.

Section 5 - Unit Standing Committee

(a) Collective Bargaining Committee

It shall be the duty of the Unit Collective Bargaining Committee:

- (i) to bargain in good faith with the Board on behalf of the Unit and in accordance with the OLRA.
- (ii) to present the Board Contract offer to the Unit prior to a Membership vote to accept or reject the Contract offer.

It shall be the duty of the Collective Bargaining Discipline Representatives:

- (i) to attend all CBC Meetings at the CBC Chairperson's request.
- (ii) to assist the CBC Chairperson in the research and preparation of the Salary Brief.
- (iii) to make recommendations regarding proposed amendments to the Collective Agreement.
- (iv) to act as resource personnel at the Discipline level with respect to all matters affecting Collective Bargaining.
- (v) to act as liaison between the Disciplines and the CBC Chairperson.
- (vi) to encourage and administer CBC activities at the Discipline level.

(b) Relations Committee

- (i) to meet with the Relations Committee from the Board as per the Collective Agreement.
- (ii) to establish rapport with the Officials and Trustees of the Board.
- (iii) to discuss Federation matters of mutual concern with officials and Trustees of the Board.
- (iv) to inform the Unit Executive of results of all Relations Meetings.

BY-LAW 6 - THE RESERVE FUND

Section 1 - Objectives

The objectives of the Reserve fund shall be:

- (a) to provide for funds not allocated in the annual Unit Budget.
- (b) to provide investment income for the Unit.

Section 2 - Sources

- (a) The Reserve Fund will not exceed 50% of the total yearly General Budget as reported in the District Funding Master.
- (b) The Unit Council shall have the authority to authorize expenditures from the Reserve Fund. Recommendations for withdrawals from the Reserve Fund will be made by the Treasurer.
- (c) If the need arises for emergency bridge financing, withdrawals can be made by the President and Treasurer jointly signing a voucher to be presented to the District Financial Officer, a full accounting of which will be made at the next scheduled Unit Council meeting.

Section 3 - Administration

The administration of the Unit Reserve fund shall be a duty of the Unit Treasurer who will report to Unit Executive and Unit Council who will advise the Unit Treasurer on the administration of the Fund.

BY-LAW 7 – ELECTRONIC MEETINGS

- 7.1 As necessary, meetings of the Bargaining Unit membership, executive, and committees may be held electronically. Under no circumstances can any part of the electronic meeting be recorded
- 7.2 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, and by OSSTF rules of order.
- 7.3 The platform on which these electronic meetings can be held is designated by the Executive.
- 7.4 The platform must support visible displays identifying those participating and those seeking recognition to speak, as well as showing the text of pending motions, and results of votes.
- 7.5 Voting pertaining to the business of the Bargaining Unit membership, executive, and committees will take place on the designated platform.
- 7.6 Voting in Elections for Bargaining Unit executive positions and committee members must be set up through the Provincial OSSTF online voting centre.
- 7.7 The public chat function must be turned off. The private chat function can be turned on to allow members to communicate with the host and co-hosts of the meeting to be recognized in debate.
- 7.8 The voting polling system can be used as long as it displays the results of a vote.
- 7.9 The use of video display will be used to present motions and/or documents to the membership.
- 7.10 The mute all function should be turned on so that the chair can control who has the floor. The chair or cohosts will unmute speakers when their turn comes up on the speaker's list.
- 7.11 Proper notice of meeting and meeting information (link, login, agenda, minutes, time and date) shall be sent out to members as per the constitution and bylaws.
- 7.12 The meeting shall open at least 15 minutes prior to the start of the meeting.
- 7.13 Members shall identify themselves upon logging into the meeting by displaying their first and last name.
- 7.14 Quorum shall be as designated by the constitution and bylaws.
- 7.15 The chair can mute or disconnect a member if the member is causing interference with the meeting.
- 7.16 Motions and/or any other documents must be displayed to the membership until they are disposed of.

UNIT GRIEVANCE PROCEDURE Appendix 1

Any alleged violation of the Collective Agreement between the Board and a member may be grounds for the lodging of a grievance.

On becoming aware of an alleged violation of the Collective Agreement a Member should discuss the matter with his/her immediate superior without delay, in an attempt to resolve the problem. The Member should also notify his/her Unit Grievance Officer.

The Member should keep a log of the sequence of events, names of witnesses, any relevant background information, and copies of all letters, reports, documents, etc.

If the decision or explanation given by the immediate supervisor is not satisfactory to the Member, he should again contact the Unit Grievance Officer, who shall decide whether to pursue the matter through initiation of a formal grievance, or not.

The Unit Grievance Officer shall have the authority to file a grievance on behalf of a Member and proceed through Steps 1 and 2 of the formal grievance procedure. Every effort will be made to reach a satisfactory resolution of the grievance at Step 1 or 2, but if the Unit Grievance Officer is not satisfied with any proposed resolution, he shall make a full report on the matter to the Unit Executive who shall determine whether the grievance shall be filed for arbitration (Step 3.)

Should the Unit Grievance Officer decide that the matter does not warrant recourse to the formal grievance procedure or should be dropped after Step 1 or 2 he shall inform the Member of his/her decision and of the Member's right to appeal this to the Unit Executive. If the Member wishes to appeal, he must inform the Unit President in writing. The Unit Executive shall meet forthwith to hear the appeal.

The Unit Council shall meet in Committee of the Whole and chaired by one of its members who shall not be the President or Vice-President. The Member lodging the appeal shall be invited to attend the meeting. After receiving the report of the Unit Grievance Officer and any statement of the Member, the Unit Council shall decide whether the grievance should be pursued. The report of the Committee of the Whole shall contain the decision, and that decision shall be final.

The Unit Executive has the right to submit a Policy grievance when an issue concerning the Board's action are related to the Collective Agreement or standard practices.

POLICY ON GIFTS AND DONATIONS Appendix 2**1. Donations - General**

- (a) "Donation" shall be defined as "a gift of money to support an individual or group whose objects are not inconsistent with OSSTF policy".
- (b) No donation shall be made without prior authorization of the Unit Council in the form of a motion.
- (c) Donations and gifts shall be debited against a budget line called "Donations and Gifts".

2. Strike Funds

- (a) It shall be Unit Policy to support any group of OSSTF members who become involved in sanctions against their employer.
- (b) A nominal Unit contribution shall be sent to the striking members' strike fund upon motion from the Unit Council. Amount to be set by the Unit Council.
- (c) Individual contributions to strike funds will be solicited from members by the Unit Council and forwarded to the Unit Office for mailing.
- (d) It shall be Unit Policy to support any group of employees of the Hamilton-Wentworth District School Board who become involved in sanctions against the Board. The procedure in (b) and (c) above shall be followed.
- (e) The Unit will not normally support other striking groups, but Unit Council may authorize the collection of individual donations.

3. Miscellaneous Gifts/Donations

- (a) It shall be Unit Policy to send cards to a member who is hospitalized for an extended period and/or upon the death of a family member, birth of a child, marriage.
- (b) The Unit will not donate to any community organization or cause other than as provided for under PAC or Provincial Executive guidelines.
- (c) It shall be Unit policy to send cards to a member who is ill for an extended period, upon the death of a family, birth of a child, marriage, retirement, and resignation from long term employment.

4. Annual PSSP Award

- (a) The Annual PSSP Award will be presented to a PSSP District 21 member who has made an outstanding contribution to PSSP unit, PSSP provincially, or to Hamilton-Wentworth District School Board, or to the community.
- (b) This award will be presented to the winner each year at the PSSP Annual General Meeting.
- (c) The award will consist of a cash award of \$100.00 and the inclusion of the award winner's name on the PSSP Plaque which will be displayed in the OSSTF District 21 office.
- (d) The Selection Committee shall consist of the President and 3 members of the Executive. The President shall chair the committee but shall vote only in the case of a tie.

- (e) Nominations shall be made on the official nominations form and forwarded to the President no later than April 15th of each year.