CONSTITUTION

BY-LAWS

PROFESSIONAL STUDENT SERVICES PERSONNEL

DISTRICT 9
GREATER ESSEX
OSSTF

Effective July 1, 201**8**

CONSTITUTION DEFINITIONS

In this constitution:

1. "Discipline Representative" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given professional discipline.

2. "Bargaining Unit" shall be the Professional Student Services Personnel (PSSP) which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.

3. "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.

4. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.

5. "District" shall mean District 9, Greater Essex, OSSTF.

6. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.

7. "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 year in which the person became the "Immediate Past President".

8. "Member" shall mean an active member (in good standing) of the PSSP Bargaining Unit who is a member of OSSTF.

9. "Organizational Area" shall mean an organizational sub-division of the Bargaining Unit as defined in the By-Laws.

10. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.

11. "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.

12. "Procedures" shall mean detailed rules established by the Bargaining Unit \ Executive Council to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policy.

13. "Workplace Representative" shall mean a Member of the Bargaining Unit in each workplace who has been designated to coordinate OSSTF activities at a workplace.

ARTTCLE 1-Name and Authority

1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 9, Professional Student Services Personnel Bargaining Unit (PSSP).

1.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures which are in contravention to the OSSTF and/or District 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. Further, the ethics as applied to specific disciplines shall be as mandated by the individual professional colleges.

ARTICLE 3- Membership

3.1 Members shall include employees in the following classifications employed by the Greater Essex County District School Board as Professional Student Services Personnel who are Members of OSSTF:
Speech Language Pathologist
Communicative Disorders Assistant (Speech and Language Assistant)
Psycho-Educational Consultant
Psychological Associate
Social Worker/Attendance Counsellor
Psychologist
Change Your Future Counsellors
Re-engagement/Attendance Counsellors
First Nations, Metis and Inuit (FNMI) Student Support Worker

ARTICLE 4- Dues & Levies

4.1 Members shall pay annual dues as prescribed in the By-Laws of OSSTF.

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 by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

ARTICLE 5- Organization

5.1 Bargaining Unit Executive Council

5.1.2 There shall be an Executive Council consisting of the following voting members:

5.1.2.1 President,

5.1.2.2 Vice President,

5.1.2.3 Treasurer,

5.1.2.4 Chief Negotiator/Contract Maintenance Officer

5.1.2.5 Secretary,

5.1.2.6 Executive Members-at-Large -1 Discipline Representative from each Organizational Area. The Organizational Areas shall be as defined in the By-Laws

5.1.2.7 Immediate Past President.

5.1.2.8 Education Services Officer

5.2 Terms of office for the Executive Council will be two (2) years.

ARTICLE 6 - Meetings

6.1 Frequency of Executive Council Meetings shall be established in the By-Laws.

6.2 There shall be an Annual General Meeting as defined in the By-Laws.

6.3 Special General Meetings may be convened in accordance with the By-Laws.

ARTICLE 7- Collective Bargaining

7.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-Laws.

7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive Council through the Chief Negotiator.

ARTICLE 8-Standing Committees

8.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws.

8.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Council Meeting at the request of the President.

8.2 Membership of the Joint Union Management team will be made up of the PSSP President and Chief Negotiator plus two (2) members from other disciplines. In the interest of equal representation, other bargaining unit members may be invited to attend. Regardless of who is present, the interests and concerns of all members will be considered.

ARTICLE 9- Amendments

9.1 Amendments to the constitution may be made at a General Meeting as provided in the By-Laws.

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 sixty (60) calendar days prior to the date of the meeting.

1.2 Notice of other General Meetings shall be given to the Members in writing at least three (3) working days in advance of the meeting.

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.

1.4 The Annual General Meeting shall be held at the OSSTF Office or as determined by the Executive Council.

BY-LAW 2 - Executive Council Meetings

2.1 The Bargaining Unit Executive Council 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 Council when at least thirty (30) percent of the members of the Executive Council make such a request in writing to the President.

BY-LAW 3- Quorum

3.1 A quorum for meetings of the Executive Council shall be a simple majority of the voting members of the Executive Council, with representation from two disciplines.

3.2 A quorum for the Annual General Meeting shall be thirty percent of the total number of members, with representation from each discipline.

3.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting, with representation from each discipline.

BY-LAW 4- Voting

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

4.2 Where a vote is held, any employee in the Bargaining Unit shall vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

4.3 Where any vote is held, members must be present at the meeting/ratification to formally vote (i.e. no proxy vote).

BY-LAW 5- Elections

5.1 Only Members of PSSP-OSSTF may be candidates for office.

5.2 Elections for Executive Council shall be by secret ballot at the Annual General Meeting unless they are pre-accepted by acclamation.

5.3 There shall be an elections committee appointed by the Bargaining Unit Executive Council, and chaired by the Past President as per By-Law 3.5.3 to bring forward a list of candidates for election to the Bargaining Unit Executive Council at the Annual General Meeting.

5.4 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 Member's signatures, to the Secretary of the Bargaining Unit, at least ten (10) calendar days prior to the election.

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 Council shall be in the order listed in Article 5 of the Constitution.

5.7 Everyone on the Bargaining Unit Executive Council shall be elected by the majority vote of those Members present, qualified to vote and voting.

5.8 Defeated candidates shall be considered for other offices if they choose.

5.9 Effective July 1, 2003, the term of office of the Bargaining Unit Executive Council shall be for two years, from July 1 to June 30.

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, Section 2 - Duties of Members.

BY-LAW 7 - Duties of the Bargaining Unit Executive Council

7.1 It is the duty of the Executive Council to:

7.1.1 Manage the affairs of the Bargaining Unit between General meetings.

7.1.2 Propose a bargaining unit budget for presentation at the Annual General Meeting.

7.1.3 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.

7.1.4 Communicate regularly with the OSSTF Members of the Bargaining Unit regarding the management of the PSSP Bargaining Unit business.

7.1.5 To select a grievance officer from the Executive or Collective Bargaining Committee, and establish a grievance committee which shall investigate and determine the manner in which grievances are conducted. This committee shall be selected from members of the Executive with representation from each discipline and include the grievance officer, contract maintenance officer, president and executive members as required.

7.1.6 Establish procedures for the ratification of a Collective Agreement.

7.1.7 Fill any vacant position on the Executive Council, with the exception of the position of President which shall be filled in accordance with the By-Laws.

7.1.8 To provide for the election of members to all OSSTF, District 9 Standing Committees and other Provincial Committees as required.

7.1.9 To appoint five (5) members to the PSSP Bargaining Unit Appeals Committee prior to September 30 of each year.

BY-LAW 8 - Duties of Executive Council 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 Council and General Meetings

8.1.3 Fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.

8.1.4 Be an ex-officio member of all Bargaining Unit committees.

8.1.5 Report to the Bargaining Unit Executive Council and Members the activities and concerns of the District.

8.1.6 Report to the Members at the Annual General Meeting.

8.1.7 Be a member of the Collective Bargaining Committee

8.1.8 Be a member of the Joint Union Management 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 at Provincial Council meetings or assign/appoint a designate from the PSSP Bargaining Unit Executive Council.

8.2 **The duties of the Vice-President shall be to:**

8.2.1 Perform the duties of the President in the President's absence.

8.2.2 Carry out the duties as may be assigned by the President.

8.3 **The duties of the Secretary shall be to:**

8.3.1 Keep a record of the minutes of all General Meetings and Executive Council meetings.

8.3.2 Send a copy of the minutes to each member of Executive Council and the District Secretary within two weeks.

8.4 **The duties of the <u>Treasurer</u> shall be to:**

8.4.1 Carry out the duties as may be assigned by the President.

8.4.2 Carry out the duties as may be assigned by the District Treasurer.

8.4.3 Carry out the duties as outlined in the By-Laws.

8.5 **The duties of the <u>Immediate Past President</u> shall be to:**

8.5.1 offer advice to the President and Executive;

8.5.2 represent the President, upon request;

8.5.3 chair the Nominating Committee which shall oversee the election at the Annual General Meeting; and

8.5.4 Perform such duties as may be assigned by the President and/or the Executive.

8.6 **The duties of the <u>Executive Member-at-Large shall</u> be to:**

8.6.1 Attend all District Executive Meetings and to act as liaison with their respective disciplines.

8.7 **The duties of the <u>Chief</u> <u>Negotiator/Contract Maintenance Officer</u> shall be to:**

8.7.1 Chair the Bargaining Unit Collective Bargaining Committee.

8.7.2 Report on a timely and regular basis to the Executive Council and the Members.

8.7.2 Carry out the duties as determined by the President.

8.8 The duties of the <u>Educational Services Officer</u> shall be to:

8.8.1 Attend all meetings of the PSSP Executive Council;

8.8.2 Attend the District Educational Services Committee meetings;

8.8.3 Liaise with the District Educational Services Officer;

8.8.4 Report in writing to the Membership at the PSSP Annual General Meeting; and

8.8.5 Carry out other duties as determined by the Executive.

BY-LAW 9- Duties of the General Meeting

9.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:

9.1.1 Election procedures for Bargaining Unit Officers and delegate(s) to Sector/AMPA.

9.1.2 The time, place, date, and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.

9.1.3 The formation of internal organizations and procedures.

9.1.4 The establishment, amendment or revision of Bargaining Unit policy.

9.1.5 All other matters as deemed necessary or convenient for the promotion of the welfare and interest 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 the Constitution may be made by a two thirds 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 that thirty (30) calendar days prior to the date of the General Meeting.

10.2.1 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.

10.3 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.

10.3.1 Where such notice has not been given, amendments may be made by a three-quarters majority vote of the Members present, qualified to vote, and voting.

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

BY-LAW 11 -Vacancy

11.1 If a vacancy occurs in any Bargaining Unit Executive Council position, except the position of President, the Bargaining Unit Executive Council shall solicit nominations consistent with By-law 12 and appoint a Member to fill the vacancy until the end of the term of office.

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

11.3 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.

11.4 The position of Immediate Past President shall remain vacant unless the immediately previous Past President assumes the position.

BY-LAW 12 - Discipline Organization

12.1 The Bargaining Unit shall be divided into the following Organizational Areas:

12.1.1 Psychological Services;

12.1.2 Social Work and Attendance Counselling Service, and Re-engagement/Attendance Counsellors;

12.1.3 Speech & Language Pathology Services.

12.1.4 Change Your Future Counsellors and First Nations, Metis and Inuit (FNMI) Student Support Worker Services.

12.2 Each discipline shall elect a Discipline Representative to be a member of the Executive Council in a position of either President, Vice-President, Secretary, Treasurer or Immediate Past President.

12.3 The term of office shall be for two years, from July 1 to June 30.

12.4 Elections shall occur at an Annual General Meeting.

12.5 The Discipline Representative shall:

12.5.1 Be a voting member of the Bargaining Unit Executive Council;

12.5.2 Communicate regularly with the Members within their Discipline;

12.5.3 Communicate problems to the Executive Council;

12.5.4 Report possible violations of the collective agreement to the grievance officer.

BY-LAW 13- Finances

13.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

13.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds through the District Treasurer, in accordance with an approved budget.

13.3 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Council Meetings and the Annual General Meeting.

13.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF District expense voucher forms, in a timely fashion, appropriate receipts, within spending guidelines and with appropriate approval.

13.4.1 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are approved by the PSSP Executive Council.

13.4.2 Expenses incurred on behalf of the Bargaining Unit shall only be paid if submitted within the fiscal year or on or up to September 30th of the subsequent fiscal year, with prior appropriate approval.

13.4.3 Expenses incurred on behalf of the Bargaining Unit shall only be submitted to the District Treasurer in the following instances:

(a) Payment for half the cost of accommodation at Regional or Provincial OSSTF activities in the event that the Member is responsible for payment.
(b) payment for provision of refreshments, meals or supplies for committee meetings, Executive Council Meetings or General Meetings as called by the committee chair, Chief Negotiator or President, and as approved by the Treasurer or President.
(c) payment for any other expense approved by Executive Council, in keeping with the District and Provincial budgets, policy and procedures.

(d) Payment for mileage at the current District 9 mileage rate for Executive meetings, Collective Bargaining Committee meetings and any other meetings as approved by the PSSP Executive.

13.5 Any surplus funds available to the bargaining unit will be used for special OSSTF initiatives/projects, financing any special expenses arising from

negotiations or to present a balanced budget at the Annual General Membership Meeting. The surplus funds shall not exceed $100,000.

13.6 Expenses incurred on behalf of the Bargaining Unit shall only be paid if they are incurred by PSSP members directly (i.e. not family members).

13.7 The PSSP President may be reimbursed for extra time required to complete bargaining unit work in the form of lieu time. Such reimbursement will be provided only after being approved by the PSSP Executive Council. If lieu time is to be .5 day or greater, the President will provide the basis for the request and ask for approval of the Executive Council. Lieu time must be taken during the same academic year.

BY-LAW 14 - Collective Bargaining Committee

14.1 Subsequent to July 1, 2000, the Collective Bargaining Committee for the Bargaining Unit shall consist of seven members including: two CBC representatives from each discipline, one of which will be the Chief Negotiator, and the President.

14.2 The CBC discipline representatives shall be designated by the individual disciplines.

14.3 The Bargaining Unit Executive Council shall appoint a Member to fill any vacancies.

BY-LAW 15 - Duties of the Collective Bargaining Committee

15.1 It shall be the duty of the Collective Bargaining Committee to:

15.1.1 Prepare a negotiating brief;

15.1.2 Seek approval for the brief from the Bargaining Unit Executive Council and Provincial Office of OSSTF;

15.1.3 Communicate regularly with the Members on the progress of negotiations.

15.1.4 To select the Negotiations Table Team from within the Collective Bargaining committee, which will be comprised of one representative from each discipline

15.1.5 Provide members with a copy of the tentative agreement 48 hours before a ratification vote.

BY-LAW 16 – Provincial Council Representation

16.1 The President of the PSSP bargaining unit will be the Provincial Council Representative. Should there be a need for a designate, the President of PSSP will assign/appoint a designate from the PSSP Bargaining Unit Executive Council.

BY-LAW 17 – AMPA Representation

17.1 The nomination of AMPA alternates shall be chosen from the membership of the PSSP Executive Council in accordance with the District and Provincial Constitution and By-Laws.

17.2 The PSSP President shall be a delegate to AMPA. Should there be a need for a designate, the President of PSSP will assign/appoint a designate from the PSSP Bargaining Unit Executive Council.

BY-LAW 18 -Anti-Harassment and Anti-Bullying Policy

18.1 The PSSP Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.

18.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the PSSP Bargaining Unit Executive Council.

BY-LAW 19 - Anti-Harassment and Anti-Bullying Appeals Procedure

19.1 Members of the PSSP Bargaining Unit affected by a decision resulting from a complaint under the PSSP Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:

19.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the PSSP Bargaining Unit Executive for an Appeal Hearing.

19.1.2 Within two days of receiving the request, the PSSP Bargaining Unit Executive shall appoint three members of the PSSP Bargaining Unit Appeals Committee to consider the appeal.

19.1.3 Within three days, the PSSP Bargaining Unit Appeal Committee shall meet to consider the appeal.

19.1.3.1 The PSSP Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.

19.1.3.2 Following the review, the Committee shall either confirm or modify the decision.

19.1.3.3 The decision of the PSSP Bargaining Unit Appeal Committee shall be consistent with the PSSP Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.

19.1.4 The PSSP Bargaining Unit Appeal Committee shall report the decision on the Appeal to the PSSP Bargaining Unit Executive within five (5) days after meeting at which the Appeal is considered.

19.1.5 Within two days of receiving the decision of the PSSP Bargaining Unit Appeal Committee, the PSSP Bargaining Unit President shall communicate the decision to the Appellant in writing.

19.1.6 The decision of the PSSP Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.