

**The Constitution  
and  
Bylaws  
of  
Upper Canada District  
District 26 of the  
Ontario Secondary School Teachers' Federation**

**Professional Student Services Personnel**



**Amended: May 5, 2022**

**The Constitution and Bylaws of the PSSP Bargaining Unit  
Upper Canada District 26 District  
Ontario Secondary School Teachers' Federation**

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## **Article 1: Definitions**

In this Constitution and Bylaws

- 1.1 "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.
- 1.2 "Bargaining Unit" shall mean the Professional Student Services Personnel (PSSP), which is the O.S.S.T.F. organization of those members for whom O.S.S.T.F. holds bargaining rights under the appropriate legislation.
- 1.3 "District" shall mean O.S.S.T.F. District 26.
- 1.4 "Workplace Contact" shall mean a Member of the Bargaining Unit in each workplace who has been designated to disseminate information at a workplace.
- 1.5 "Branch Steward" shall mean a Member of the Bargaining Unit who has been elected in accordance with Article 11.1.
- 1.6 "Member" shall mean an active member of the PSSP Bargaining Unit.(A.14)
- 1.7 "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 1.8 "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.
- 1.9 "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- 1.10 "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.
- 1.11 "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.
- 1.12 "Negotiating Team" shall mean a group of Members selected in accordance with the By-Laws to negotiate a collective agreement with the employer.
- 1.13 "Trusteeship" shall mean the resumption by OSSTF of those duties delegated to a local organization in accordance with the Provincial Bylaws.

## **Article 2: Name**

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 26, Professional Student Services Personnel (PSSP).
- 2.2 No Article or Bylaw of the PSSP Constitution may contravene the Constitution or Bylaws of OSSTF.

## **Article 3: Objects**

- 3.1 The objects of the PSSP Bargaining Unit shall be those described in Article 3 of the Constitution of O.S.S.T.F.
- 3.2 The ethics of the PSSP Bargaining Unit shall be those described in Article 4 of the Constitution of O.S.S.T.F.

## **Article 4: Membership**

- 4.1 Members shall include all employees doing the work of Professional Student Services Personnel in the Upper Canada District School Board. (A.14)

## **Article 5: Dues & Levies**

- 5.1 Members shall pay annual dues as prescribed in the By-Laws of O.S.S.T.F.
- 5.2 In addition to the dues prescribed by O.S.S.T.F., 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 6: Organization**

- 6.1 Bargaining Unit Executive
  - 6.1.1 There shall be an Executive consisting of the following voting members: (A. 22)
    - 6.1.1.1 President
    - 6.1.1.2 Vice-President
    - 6.1.1.3 Treasurer
    - 6.1.1.4 Secretary
    - 6.1.1.5 Chief Negotiator
    - 6.1.1.6 Four (4) Members at Large
    - 6.1.1.7 Grievance Officer
    - 6.1.1.8 Equity, Anti-Racism and Anti-Oppression Officer (A. 22)
  - 6.1.2 PSSP members on the following District Committees may also sit on PSSP Bargaining Unit Executive as ex-officio members: (A.22)
    - 6.1.2.1 Health and Safety Committee,
    - 6.1.2.2 Communications/Political Action Committee, and
    - 6.1.2.3 Educational Services Committee
  - 6.1.3 The District President and District Officer shall be ex-officio members of the PSSP Bargaining Unit Executive. (A.14)

## **Article 7: Meetings**

- 7.1 Executive Meetings
  - 7.1.1 Frequency of Executive Meetings shall be established in the By-Laws.
- 7.2 Annual General Meetings
  - 7.2.1 There shall be an Annual General Meeting as defined in the By-Laws.
- 7.3 Special General Meetings
  - 7.3.1 Special General Meetings may be convened in accordance with the By-Laws.

## **Article 8: Collective Bargaining**

- 8.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-Laws.
  - 8.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

## **Article 9: Standing Committees**

- 9.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws.
  - 9.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend Bargaining Unit Executive meetings and Annual General meetings at the request of the President.

## **Article 10: Amendments**

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

## **Article 11 - Voting Principles**

- 11.1 The principle of ““one-member, one-vote”” shall apply at all meetings and in all balloting of the Bargaining Unit. No member shall cast more than one vote.
- 11.2 The practice of weighted votes, proxy or absentee ballots shall not be used within the Bargaining Unit.
- 11.3 The term “ex-officio” when applied to a member of an Executive, Council, Committee or other group within the Bargaining Unit shall refer to an individual who has same privileges as other members of the Bargaining Unit or committee members with the exception of the right to make motions and to vote.
  - 11.3.1 For the purposes of determining quorum the presence of ex-officio members shall not be included in the count.

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**Bylaw 1: General Meetings**

- 1.1 A General Meeting of the Bargaining Unit shall be held to adopt or rescind By-laws of the Bargaining Unit. Such bylaws must be consistent with the Constitution and By-Laws of O.S.S.T.F. and may deal with the following issues:
  - 1.1.1 election procedures for Bargaining Unit Officers.
  - 1.1.2 the time, place, date and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.
  - 1.1.3 the formation of internal organizations and procedures.
  - 1.1.4 the establishment, amendment or revision of Bargaining Unit policy.
  - 1.1.5 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.
- 1.2 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.
- 1.3 Notice of other General Meetings shall be given to the Members in writing normally one week prior to the date of meeting.
- 1.4 The Bargaining Unit President shall call a General Meeting when five (5) members or more of the Members make such a request in writing to the President.
- 1.5 The Annual General Meeting shall be held by May 13th.

**Bylaw 2: Meetings**

- 2.1 Executive Meetings
  - 2.1.1 The Bargaining Unit Executive shall meet at the call of the President but not less than three (3) times per school year.
  - 2.1.2 The Bargaining Unit President shall call a meeting of the Executive when at least 3 of the members of the Executive make such a request in writing to the President.

**Bylaw 3: Quorum**

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the total voting members of the Executive.
- 3.2 A quorum for the Annual General Meeting shall be those Members present, qualified to vote and voting.
- 3.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting.
- 3.4 A quorum for a Ratification Meeting shall be those Members present, eligible to vote and voting.

**Bylaw 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 member in the Bargaining Unit may vote by secret ballot.

**Bylaw 5: Elections (A. 17)**

- 5.1 The Bargaining Unit President shall, prior to March 31st in each year, invite nominations to all Bargaining Unit positions outlined in Article 6.1
- 5.2 Eligibility to vote and hold office shall be in accordance with OSSTF Bylaws; (A.14)

- 5.3 Nominations must be received not later than 4:00 PM seven (7) calendar days prior to the date of the Bargaining Unit Annual General Meeting.
- 5.4 Distribution of campaign literature shall be the sole responsibility of the candidate, at their sole expense. (A.14)
- 5.5 All candidates shall have the opportunity for a brief speech at the Annual General Meeting.
  - 5.5.1 the order of speeches shall be determined by lot.
  - 5.5.2 speeches shall not exceed five (5) minutes in duration.
- 5.6 In the event that no on-time nominations are received for a position, any Member of the Bargaining Unit may be nominated "from the floor" at the Bargaining Unit Annual General Assembly supported by two other Members as the mover and seconder of the motion to nominate.
  - 5.6.1 If there are still no nominations, the Bargaining Unit Executive shall fill the vacant position by appointing a member.
- 5.7 Elections for all Executive positions shall be by secret ballot at the PSSP Annual General Meeting.
- 5.8 The Bargaining Unit Executive shall be elected by the majority vote of those members present, qualified to vote and voting at the Annual General Meeting.
- 5.9 The term of office of the Bargaining Unit Executive shall be for one year, from July 1 to June 30.

#### **Bylaw 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 O.S.S.T.F. Provincial By-Laws.

#### **Bylaw 7: Duties of the Bargaining Unit Executive**

- 7.1 It is the duty of the Executive 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 establish procedures for the ratification of a Collective Agreement;
  - 7.1.6 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;
  - 7.1.7 establish a Grievance Committee, which shall investigate and determine the manner in which grievances are conducted.
  - 7.1.8 Attend Board committee meetings as requested by the President. (A.14)

#### **Bylaw 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 Bargaining Unit;
  - 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 Provincial Constitution;
  - 8.1.4 be an ex-officio member of all Bargaining Unit committees;
  - 8.1.5 report to the Bargaining Unit Executive and Members on the business 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 and the Negotiating Team;
  - 8.1.8 ensure that all vital functions of an office, which has been vacated, be carried out on an interim basis until the vacancy is filled;
  - 8.1.9 represent the PSSP Bargaining Unit at the District Executive;

- 8.1.10 represent the PSSP Bargaining Unit at AMPA;
  - 8.1.10.1 Should the President be unable to attend AMPA, a designate shall be selected by the Executive Members.
- 8.1.11 represent the Bargaining Unit on Provincial Council; (A.14)
  - 8.1.11.1 Should the President be unable to attend a Provincial Council meeting, then the Vice President shall attend as designate.
  - 8.1.11.2 If the Vice President is unable to attend a member of the Executive will be appointed by one of the following, and in the order listed;
    - a. The President;
    - b. The Vice President
    - c. The Executive.
- 8.1.12 appoint a Pay Equity Officer with the approval of the PSSP Executive;
- 8.1.13 Shall appoint a Constitution officer from the PSSP executive body who will review the constitution yearly. (A.18)
- 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 perform the duties as may be assigned by the President and the Bargaining Unit Executive.
- 8.3 The duties of the Secretary shall be to:
  - 8.3.1 record and keep on file minutes of all meeting of the Bargaining Unit;
  - 8.3.2 assure the unapproved minutes are filed with the District Office Manager within two weeks of each meeting and provide a copy of the approved minutes for distribution to members upon request;
  - 8.3.3 receive and answer correspondence as required;
  - 8.3.4 perform duties as assigned by the President and the Bargaining Unit Executive.
- 8.4 The duties of the Treasurer shall be to:
  - 8.4.1 prepare a budget in consultation with the District Treasurer;
  - 8.4.2 oversee the Bargaining Unit funds and disburse those funds in accordance with an approved Budget;
  - 8.4.3 prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meetings and the Annual General Meeting;
  - 8.4.4 carry out the duties as may be assigned by the Bargaining Unit Executive;
  - 8.4.5 carry out the duties as outlined in the By-Laws.
- 8.5 The duties of the Member at Large shall be to: (A.19)
  - 8.5.1 carry out the duties as determined by the President and the Bargaining Unit Executive;
  - 8.5.2 report to members in their sites regarding activities of the District and the Bargaining Unit; (A.19)
  - 8.5.3 bring forward site concerns/ motions to the Executive on behalf of members; (A.19)
  - 8.5.4 assist members in sites, including acting as a representative in meetings with management; (A.19)
  - 8.5.5 call and chair site meetings as required; (A.19)
  - 8.5.6 report concerns or potential breaches of the Collective Agreement or legislation to the President or Grievance Officer.
- 8.6 The duties of the Chief Negotiator shall be to:
  - 8.6.1 be a member of the negotiating team;
  - 8.6.2 be the spokesperson for the negotiating team;
  - 8.6.3 chair the Bargaining Unit Collective Bargaining Committee;
  - 8.6.4 report on a timely and regular basis to the Executive and the Members;
  - 8.6.5 carry out the duties as determined by the President.
- 8.7 The duties of the Grievance Officer shall be to:
  - 8.7.1 be a voting member of the Executive;

- 8.7.2 act as chair of the Grievance Committee;
  - 8.7.3 attend all approved Provincial and/or District workshops pertaining to the grievance process;
  - 8.7.4 inform the President and the Executive of all requests for assistance and potential grievances;
  - 8.7.5 assist the President in the evaluation of alleged grievances, analysis of relevant contract terms and development of arguments and policies in pursuing the grievance procedure;
  - 8.7.6 develop detailed knowledge of arguments and position of the Bargaining Unit on each grievance;
  - 8.7.7 determine to what extent and in what areas legal counsel is required and seek advice from appropriate; sources i.e. Provincial/District, to be confirmed or rejected by the bargaining unit executive;
  - 8.7.8 consult with any member who feels they have a grievance, collect relevant information and advise the member of:
    - 8.7.8.1 ramifications if the bargaining unit assumes and pursues the grievance.
    - 8.7.8.2 possible alternatives to a grievance and potential remedies for a grievance.
    - 8.7.8.3 the right to appeal.
  - 8.7.9 present bargaining unit policies and arguments to any bodies or individuals as required by the appropriate articles on the Collective Agreement;
  - 8.7.10 be a member of the Collective Bargaining Committee.
- 8.8 The Bargaining Unit Communications/Political Action representative, and Educational Services representative, shall (A.22)
- 8.8.1 be a non-voting member of the Bargaining Unit Executive;
  - 8.8.2 attend meetings of their respective District Committee on behalf of the Bargaining Unit;
  - 8.8.3 submit written reports to the Bargaining Unit Executive regarding activities and issues in their area;
  - 8.8.4 bring forward PSSP concerns / motions to their respective District Committee;
  - 8.8.5 liaise with their respective District Committee Officer as required;
  - 8.8.6 perform duties as assigned by their respective District Committee Officer or Bargaining Unit Executive.
- 8.9 The duties of the Health and Safety Officer shall be to:
- 8.9.1 be a non-voting member of the Executive;
  - 8.9.2 attend approved relevant meetings/workshops and keep membership current on the pertinent issues;
  - 8.9.3 keep in contact with the District Health and Safety Officer;
  - 8.9.4 provide a written report for the Annual General Meeting;
  - 8.9.5 represent the bargaining unit on District Health and Safety Committee.
- 8.10 The duties of the Pay Equity Officer shall be to:
- 8.10.1 be a non-voting member of the Executive; attendance as determined by the Executive;
  - 8.10.2 ensure that the Pay Equity Plan remains current.
- 8.11 The Equity, Anti-Racism, and Anti-Oppression Officer shall: (A. 22)
- 8.11.1 act as a resource person in the Bargaining Unit, which may include reviewing local OSSTF/FEESO policies, bylaws, events, communications, and processes from an equity perspective to advance equity and remove barriers to participation at the local level
  - 8.11.2 assist Members to navigate and access OSSTF/FEESO spaces
  - 8.11.3 co-ordinate and participate in training on equity and related matters
  - 8.11.4 actively seek member engagement of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members
  - 8.11.5 liaise with other Bargaining Units' EARAO Officers to collaborate and share resources
  - 8.11.6 attend all Committee for Equity & Diversity meetings as a representative of the PSSP BU
  - 8.11.7 support and amplify members of First Nations, Métis, Inuit, and equity-seeking groups within the Bargaining Unit



**Bylaw 9: Ratification of Collective Agreements**

- 9.1 All ratification votes will be by secret ballot of the general membership.
- 9.2 The Bargaining Unit Executive will make all efforts to provide a copy and summary of any tentative agreement to all of its members 5 days before the ratification date.
- 9.3 Ratification will normally be conducted by general meeting, at the OSSTF District Office.

**Bylaw 10: Amendments**

- 10.1 Amendments to this Constitution and its By-Laws may be made at an Annual General Meeting of the Bargaining Unit.
- 10.2 Amendments to this 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 than fifteen (15) calendar days prior to the date of the General Meeting.
- 10.3 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.
- 10.4 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 fifteen (15) calendar days prior to the date of the General Meeting.
- 10.5 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.
- 10.6 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.

**Bylaw 11: Vacancy**

- 11.1 If a vacancy occurs on the Bargaining Unit Executive except the position of President, the Bargaining Unit Executive shall call for nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current term.
- 11.2 Where no nominations are forthcoming, the Executive 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.
  - 11.3.1 If, the Bargaining Unit Vice-President is unable to occupy the post, the Bargaining Unit Executive shall solicit nominations from the membership at large and appoint, by simple majority, a member to serve the remainder of the current term.

**Bylaw 12: Finances**

- 12.1 The fiscal year of the Bargaining Unit shall be in accordance with the District Constitution.
- 12.2 Authorization for payment drawn on the Bargaining Unit funds shall require a duly passed motion of the Bargaining Unit Executive.
- 12.3 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on O.S.S.T.F. District 26 expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.
- 12.4 The Bargaining Unit shall reimburse members for expenses incurred in carrying out their Federation responsibilities in accordance with the Provincial OSSTF Expense Guidelines from the Bargaining Unit budget.
- 12.5 Notwithstanding Bylaw 12.4, the Bargaining Unit shall reimburse for mileage at a rate established by the Bargaining Unit Executive.

- 12.6 The Bargaining Unit Executive has the sole discretion for approving or denying any such requests for Bargaining Unit funds.
- 12.7 Expenditures for mileage and expenses for Bargaining Unit business must be funded from the Bargaining Unit Budget Allocations.

**Bylaw 13: Collective Bargaining Committee**

- 13.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of up to 10 members including: the Chief Negotiator, Grievance Officer and the President. (A.14)
  - 13.1.1 the Bargaining Unit Executive shall call for nominations from the membership at large and appoint, by simple majority, members to serve on the committee
  - 13.1.2 An attempt shall be made to include one representative from each job classification
- 13.2 The Bargaining Unit Executive shall appoint a Member to fill any vacancies. (A.14)
  - 13.2.1 The members of the Collective Bargaining Committee shall elect from its own members the Negotiations Team.
  - 13.2.2 The Negotiating Team shall consist of 5 members, including the President and the Chief Negotiator.

**Bylaw 14: Duties of the Collective Bargaining Committee**

- 14.1 It shall be the duty of the Collective Bargaining Committee to:
  - 14.1.1 prepare a negotiating brief;
  - 14.1.2 seek approval for the brief from the Bargaining Unit Executive, Bargaining Unit members and Provincial Office of OSSTF;
  - 14.1.3 communicate regularly with the Members on the progress of negotiations.

**Bylaw 15: Grievance Committee**

- 15.1 Grievance Committee – Membership
  - 15.1.1 The Grievance Committee shall consist of three members.
    - 15.1.1.1 the President of the Bargaining Unit;
    - 15.1.1.2 the Chief Negotiator of the Bargaining Unit; and
    - 15.1.1.3 the Grievance Officer of the Bargaining Unit.
  - 15.1.2 No member shall hold more than one seat on the Grievance Committee. In the event that two or more of the positions named above are held by one person, vacancies in the Grievance Committee shall be declared. The following positions shall be considered, in order, until the remaining vacancies in the Grievance Committee are filled:
    - 15.1.2.1 the Vice-President of the Bargaining Unit;
    - 15.1.2.2 the Treasurer of the Bargaining Unit;
    - 15.1.2.3 the Secretary of the Bargaining Unit; and
    - 15.1.2.4 Branch Stewards, selected by lot.
  - 15.1.3 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Bargaining Unit, as presented and ordered in 15.1.2, will be appointed by the Grievance Committee to become the representative.
- 15.2 The Grievance Committee shall be named no later than September 20<sup>th</sup> of each school year and such information shall be communicated to the membership.
- 15.3 The Grievance Officer shall act as Chairperson of the Grievance Committee.
- 15.4 A quorum for a meeting or conference call of the Grievance Committee shall be two of the three members.
- 15.5 All decisions by the Grievance Committee shall be by simple majority.
- 15.6 Grievance Committee - Terms of Reference

- 15.6.1 For the purpose of interpreting Bylaw 15.6.3, the term “meeting” or “conference call” shall refer to a closed, Executive Session in which all proceedings, documentation, discussions and deliberations remain confidential to the participants
- 15.6.2 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.
- 15.6.3 Meetings or conference calls of the Grievance Committee will be called by the Chairperson.
- 15.6.4 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor(s).
- 15.6.5 All reports of the Chairperson of the Grievance Committee to a Bargaining Unit Executive shall be made in Executive Session and shall remain confidential.
- 15.6.6 Procedures for Alleged Grievances
  - 15.6.6.1 All alleged grievances shall be referred to the Grievance Officer immediately.
  - 15.6.6.2 Any Bargaining Unit member not on the Grievance Committee, if called upon by the member, may assist that member in presenting the facts of the case to any member of the Grievance Committee.
  - 15.6.6.3 The Grievance Committee shall recommend that the Bargaining Unit proceed or not proceed with the grievance.
  - 15.6.6.4 The Grievance Officer shall inform the member of the Committee's decision, the reason for it and shall inform the member of the appeal process. Such decisions will be reported to the Bargaining Unit Executive at the earliest convenient time.
  - 15.6.6.5 The Grievance Officer shall also report any minority opinions of the Committee to the Bargaining Unit Executive.

#### **Bylaw 16: Membership Appeals Committee**

- 16.1 Membership Appeals Committee - Membership
  - 16.1.1 No member of the Grievance Committee shall serve as a member of the Membership Appeals Committee.
  - 16.1.2 The Membership Appeals Committee shall consist of three members:
    - 16.1.2.1 the Vice-President of the Bargaining Unit;
    - 16.1.2.2 the Treasurer of the Bargaining Unit;
    - 16.1.2.3 the Secretary of the Bargaining Unit;
  - 16.1.3 No member shall hold more than one seat on the Grievance Appeals Committee. In the event that two or more of the positions, named above, are held by one person, vacancies in the Membership Appeals Committee shall be declared. The following positions shall be considered, in order, until the remaining vacancies in the Membership Appeals Committee are filled: Branch Stewards, selected by lot.
  - 16.1.4 In the event a member of the Membership Appeals Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate as presented and ordered in 16.1.3, will be appointed by the Membership Appeals Committee to become the representative.
  - 16.1.5 The Membership Appeals Committee shall be named no later than October 1<sup>st</sup> of each school year and such information shall be communicated to the membership.
  - 16.1.6 The members of the Membership Appeals Committee shall select one of their members to Chair the meeting or conference call.
  - 16.1.7 All decisions by the Membership Appeals Committee shall be by simple majority.
  - 16.1.8 A quorum for a meeting or conference call of the Membership Appeals Committee shall be two of the three members.
- 16.2 Terms of Reference
  - 16.2.1 For the purpose of interpreting Bylaw 16.2.3, the term “meeting” or “conference call” shall refer to a closed, Executive Session in which all proceedings, documentation, discussions and deliberations remain confidential to the participants

- 16.2.2 The purpose of the Membership Appeals Committee shall be to determine, based on an appeal carried forward by a member(s), if a decision made by the Grievance Committee is to be upheld or reversed.
- 16.2.3 Meetings of the Membership Appeals Committee will be called by the Chairperson.
- 16.2.4 All grievances and appeals are confidential to the Grievance Appeals Committee, the Bargaining Unit Executive, and to the grievor(s).
- 16.3 Procedures for the Membership Appeals Committee
  - 16.3.1 An advisor shall be one member of the Bargaining Unit, who may be chosen by the member(s) appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Membership Appeals Committee.
  - 16.3.2 An advisor shall not have been a member of the Grievance Committee, nor be a member of the Membership Appeals Committee.
  - 16.3.3 The member(s) asking for an appeal of the decision of the Grievance Committee will be invited to attend a meeting or conference call of the Membership Appeals Committee to present their case.
  - 16.3.4 The member(s) appealing the decision will have an opportunity to present the case with the assistance of the advisor.
  - 16.3.5 If the Grievance Committee recommends that a grievance, or portion of a grievance, not be carried forward, the Chairperson of the Grievance Committee shall state such reasons, in writing.
  - 16.3.6 The member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.
  - 16.3.7 The Membership Appeals Committee will consider the appeal in Executive Session after both parties have been excused and will communicate their decision, in writing, to the member(s) and the Chairperson of the Grievance Committee, within ten (10) working days.

**Bylaw 17: Conventions, Conferences, Meetings and Related Activities**

- 17.1 Selection of Members to the Delegation to the Annual Meeting of the Provincial Assembly
  - 17.1.1 Upon the request of the District Executive, the Bargaining Unit Executive shall recommend that the Bargaining Unit President or designate attend AMPA as a member of the District delegation, in the role of a Delegate:
  - 17.1.2 Should other vacancies exist, nominations shall be sought, and vacancies filled from the membership-at-large.
  - 17.1.3 Should there be insufficient nominations to fulfill the number of delegate or alternate positions requested, the Bargaining Unit Executive may appoint members as required to meet the vacancies.
- 17.2 Financial Assistance to Conventions, Conferences, Meetings and Related Activities
 

The following shall apply to all members seeking financial assistance to attend approved conferences, workshops or meetings related to Bargaining Unit matters:

  - 17.2.1 All candidates shall apply in advance to Bargaining Unit Executive for approval.
  - 17.2.2 All applicants shall provide an accounting of potential expenses to be incurred.
  - 17.2.3 Approved activities shall include:
    - 17.2.3.1 Provincially approved meetings, conventions and conferences recognized by the Bargaining Unit Executive;
    - 17.2.3.2 OSSTF provincially sponsored activities recognized by Bargaining Unit Executive;
    - 17.2.3.3 Conferences and workshops provided by associations in direct affiliation with OSSTF, recognized by Provincial Office and by Bargaining Unit Executive;
    - 17.2.3.4 Other activities as approved on a case-by-case basis by the Bargaining Unit Executive.
  - 17.2.4 In order for an attendee to seek reimbursement of the costs incurred attending a convention, conference or workshop, the activity must have the prior approval of Bargaining Unit Executive.

- 17.2.5 It shall be the duty of a Member of OSSTF to support the Bargaining Unit, District and Federation's Constitution, Bylaws and Policies while representing or being sponsored by OSSTF at any external conventions, conferences or other decision-making bodies.

**Bylaw 18: Provincial Councillor**

- 18.1 The selection of Provincial Councillor(s) shall be in accordance with the Bargaining Unit and Provincial Constitution and By Laws.
- 18.2 Duties of the Provincial Councillor shall be to:
- 18.2.1 Attend Provincial Council meetings;
- 18.2.2 Provide a written report to the executive.

**Bylaw 19: Anti-Harassment and Anti-Bullying Policy and Procedure**

- 19.1 The Anti-Harassment and Anti-Bullying Policy, and Procedures as established by the District is to be followed at all workplaces where OSSTF is the Employer and at all OSSTF Functions.

**Bylaw 20: Actions for Truth and Reconciliation (A.22)**

- 20.1 PSSP meetings and events will begin with a Land Acknowledgment, as per the format designed by the Committee for Equity & Diversity and adopted by District Executive.
- 20.2 Space will be consciously made for members of First Nation, Inuit, and Métis communities who wish to have a voice in the PSSP BU.
- 20.3 Wherever possible, indigenous ways of knowing and processing will be integrated with the procedures of the Provincial OSSTF constitution.
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