

CONSTITUTION & BYLAWS

of the

PROFESSIONAL STUDENT SERVICES PERSONNEL BARGAINING UNIT

O.S.S.T.F.
District 20 Halton

(revised June, 2008)



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CONSTITUTION

ARTICLE 1 – Definitions

- 1.1 In this Constitution:
- 1.2 “Bargaining Unit” shall be used to designate the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
- 1.3 “Bylaws” shall mean the standing rules governing the membership of this Bargaining Unit made under this constitution on matters of internal regulation and matters which are entirely within control of this Bargaining Unit.
- 1.4 “Constitution” shall mean a system of fundamental principles by which this Bargaining unit is governed, and includes a basic organization of this Bargaining Unit.
- 1.5 “District” shall mean a District organization of District 20, Halton, OSSTF.
- 1.6 “General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 1.7 “Member” shall mean an active member (in good standing) of the OSSTF Bargaining Unit.
- 1.8 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 1.9 “Policy” shall mean a stand or position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of this Bargaining Unit.
- 1.10 “Procedures” shall mean detailed rules established by the Bargaining Unit Council to govern the “day-to-day” operation of the Bargaining Unit which are consistent with constitution, Bylaws, and policy.
- 1.11 “PSSP Bargaining Unit” shall mean Professional Student Services Personnel Bargaining Unit of the OSSTF.
- 1.12 “District” shall mean District 20, Halton.
- 1.13 “Board” shall mean Halton District School Board.

- 1.14 “Disciplines” shall mean Child and Youth Counselors, Psycho-educational Consultants Social Workers, and Speech-Language Pathologists.

ARTICLE 2 – Name and Authority

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers’ Federation, District 20, Professional Student Services Personnel.
- 2.2 Any part of the Bargaining Unit Constitution, Bylaws, Policies, and/or Procedures which are in contravention to the OSSTF/District/Division Constitution, Bylaws, Policies and/or Procedures are null and void.

ARTICLE 3 – Objects

- 3.1 The objectives of the District 20 Professional Student Services Personnel Bargaining Unit shall be:
- 3.2 To uphold and maintain the objectives described in Article 3 of the Constitution of OSSTF (see OSSTF handbook);
- 3.3 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the Halton District School Board;
- 3.4 To respect the Code of Ethics and Standards of Professional Practice of the respective professions of the membership;
- 3.5 To protect its members, both individually and collectively, in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;
- 3.6 To bargain collectively on behalf of its Active Members.

ARTICLE 4 - Membership

- 4.1 Members shall be Child and Youth Counselors, Psycho-educational Consultants, Social Workers and Speech-Language Pathologists who are members of OSSTF and are employed by the Halton District School Board.

ARTICLE 5 – Dues & Levies

- 5.1 Members shall pay annual dues as prescribed in the Bylaws of OSSTF.
- 5.2 In addition to the dues prescribed by OSSTF, a levy may be required by the Bargaining Unit. The amount of the levy shall be approved at the Annual

General Meeting (AGM) of this Bargaining Unit. The levy shall be paid once a year, usually in September. The levy shall help finance the business of the Bargaining Unit. The levy may help pay for union release time.

ARTICLE 6 – Organization

- 6.1 There shall be a Bargaining Unit Executive consisting of the following voting members:
 - (a) President
 - (b) Vice-President
 - (c) Secretary
 - (d) Treasurer
 - (e) Executive Officer
- 6.2 The following Executive positions may be shared by two people: Secretary, Treasurer, and Executive Officer.
- 6.3 The Executive may accept honorarium for services rendered as an Executive member. The honorarium is to be paid from the budget line dedicated to this item. The distribution of the honorarium is to be decided by the executive each year and voted on by the membership at the AGM.

ARTICLE 7 – Meetings

- 7.1 The frequency of Executive Meetings shall be established in the Bylaws.
- 7.2 The AGM will be held in accordance with the Bylaws.
- 7.3 Special General Meetings may be convened in accordance with the Bylaws.
- 7.4 General Meetings will be convened in accordance with the Bylaws.

ARTICLE 8 – Collective Bargaining Committee

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

ARTICLE 9 – Grievances

- 9.1 There shall be a Grievance Officer for the Bargaining Unit to be assigned in accordance with the Bylaws.
- 9.2 The Grievance Officer shall be responsible to the Bargaining Unit Executive.

ARTICLE 10 – Standing Committees

- 10.1 There shall be Bargaining Unit Committees as designated in the Bylaws.
- 10.2 Each Bargaining Unit Committee shall be responsible to the Bargaining Unit Executive through the Chair of the Committee.

ARTICLE 11 – Amendments

- 11.1 Amendments to this Constitution may be made at the Annual General Meeting according to the Bylaws.

BYLAWS

Bylaw 1 – Membership Meetings (AGM, Special General/General Meetings)

- 1.1 An Annual General Meeting shall be held in May or June of each year, the exact date to be established by the Bargaining Unit executive. Notice of the date of the Annual General Meeting (AGM) shall be given to members by the Bargaining Unit President in writing at least thirty (30) calendar days prior to the date of the meeting.
- 1.2 Special General Meetings may be held at the call of the Bargaining Unit President.
 - 1.2.1 Notice of Special General Meetings shall be given to the members in writing at least (3) working days prior to the meeting.
- 1.3 The Bargaining Unit President shall call a General Meeting when ten (10) Members or more make such a request in writing to the President.
 - 1.3.1 There shall be at least one General Meeting, in addition to the Annual General Meeting, during each school year.

Bylaw 2 – Executive Meetings

- 2.1 The Bargaining Unit Executive shall meet as needed during the school year at the call of the President. There shall be at least 2 executive meetings per year.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when three (3) or more 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 a General Meeting is defined as 10% of the membership, including at least one member from each discipline.

Bylaw 4 – Voting

- 4.1 Any Member of the Bargaining Unit may attend, speak and vote at the Annual General Meeting and at any special General Meeting duly convened.
- 4.2 Any Member of the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer. Such vote shall be by secret ballot.

Bylaw 5 – Elections

- 5.1 Only Members of the Bargaining Unit may be candidates for office.
- 5.2 Elections for Bargaining Unit Executive shall be by secret ballot at the AGM.
- 5.3 Elections for Collective Bargaining Committee members shall be by secret ballot at the AGM.
- 5.4 There shall be an elections committee appointed by the Bargaining Unit Executive to bring forward a list of candidates for election to the Bargaining Unit Executive and other elected committees at the AGM.
- 5.5 The PSSP membership shall encourage representation from all disciplines on all bodies and committees.
- 5.6 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by two other Members' signatures, prior to the election. Candidates who wish to run for a shared Executive position shall submit their names together, supported by two other Members' signatures, prior to the election.
- 5.7 Any member of the Bargaining Unit may be nominated "from the floor" supported by two other Members, the mover and seconder of the motion to nominate.
- 5.8 Elections for the Bargaining Unit Executive shall be in the order of President, Vice-President, Treasurer, Secretary, and Executive Officer.

- 5.9 To be elected to the Bargaining Unit Executive or other elected committees, candidates must receive a majority of the ballots cast by those Members present and voting. If there is no majority, the person with the fewest votes must withdraw and a further ballot must be held. The procedure continues until there is a majority vote.
- 5.10 Defeated candidates shall be considered for other offices remaining for election if they choose and are nominated. The term of office of the Bargaining Unit Executive and other elected committees shall be for one year, from September 1 to August 31.

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 OSSTF Provincial Bylaw 5.2 Duties of Members.

Bylaw 7 – Duties of the Bargaining Unit Executive

7.1 The duties of the Bargaining Unit Executive shall be to:

- 7.1.1 manage the affairs of the Bargaining Unit between General Meetings.
- 7.1.2 propose a bargaining unit budget for approval at the Annual General Meeting.
- 7.1.3 appoint a designate for the Bargaining Unit President at meetings of the Sector Council, when necessary, for each school year.
- 7.1.4 name a Health and Safety Officer and AMPA delegates.
- 7.1.5 assign an anti-harassment/anti-bullying appeal committee from members of the Executive.
- 7.1.6 assign a grievance appeal committee from members of the Executive.
- 7.1.7 strike committees as deemed necessary, and appoint the members of such committees.

Bylaw 8 – Duties of Bargaining Unit Executive Members

8.1 The duties of the President shall be to:

- 8.1.1 call and preside over all Bargaining Unit Executive and General Meetings.
- 8.1.2 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.

- 8.1.3 be an ex-officio member of all Bargaining Unit committees.
- 8.1.4 attend all District 20 Executive Council Meetings or ensure that a member of the Bargaining Unit attends in his/her place.
- 8.1.5 report to the Bargaining Unit Executive 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 and the Table Team.
- 8.1.8 represent all Members fairly.
- 8.1.9 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 8.1.10 represent the Bargaining Unit at all meetings of the Sector Council and report back to the bargaining unit, or ensure that his or her designate attends in his/her place.

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 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 Meetings.
- 8.3.2 present the minutes at the next appropriate meeting for approval.
- 8.3.3 maintain a list of all members.
- 8.3.4 carry out duties as may be assigned by the President.

8.4 The duties of the Treasurer shall be to:

- 8.4.1 keep an accurate account of the finances of the Bargaining Unit.
- 8.4.2 keep a record of all expenses and receipts.
- 8.4.3 report regularly to the Bargaining Unit Executive regarding the status of the finances of the Bargaining Unit.

- 8.4.4 report to the Annual General Meeting on the status of the finances of the Bargaining Unit.
- 8.4.5 on behalf of the Bargaining Unit Executive, present a proposed budget to the Annual General Meeting for approval.
- 8.4.6 carry out duties as may be assigned by the President.

8.5 The duties of the Executive Officer shall be to:

- 8.5.1 carry out duties as determined by the President.

Bylaw 9 – Duties of the AGM

- 9.1 The AGM of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF concerning:
 - 9.1.1 election procedures for Bargaining Unit Officers.
 - 9.1.2 the time, place, date and conduct of the Annual General Meeting, Special General Meetings and General Meetings of the Bargaining Unit.
 - 9.1.3 the formation of internal organizations, committees and procedures.
 - 9.1.4 the establishment, amendment or rescission of Bargaining Unit policy.
 - 9.1.5 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.
- 9.2 The AGM shall also:
 - 9.2.1 pass the annual budget.
 - 9.2.2 hold elections for the executive positions of the Bargaining Unit for the upcoming school year.
 - 9.2.3 vote on the distribution of the executive honorariums.
 - 9.2.4 hear reports from all committees.

Bylaw 10 – Duties of the Special General Meeting

- 10.1 The Special General Meeting shall deal with the business as outlined on the agenda.

Bylaw 11 – Duties of the General Meeting

- 11.1 The General Meeting shall deal with the business as outlined on the agenda.

Bylaw 12 – Amendments

- 12.1 amendments to the Constitution and Bylaws may be made only at the AGM of the Bargaining Unit.
- 12.2 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 than fifteen (15) calendar days prior to the date of the General Meeting.
- 12.3 where such notice has not been given, amendments may be made by an eight-tenths majority vote of the members present, qualified to vote and voting.
- 12.4 amendments to the Bylaws 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 given to the membership in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.
- 12.5 where such notice has not been given, amendments may be made by a two-thirds majority vote of the members present, qualified to vote and voting.
- 12.6 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 13 – Vacancy

- 13.1 If a vacancy occurs in the Bargaining Unit Executive or other elected committees, except the Presidency, the President shall solicit nominations and recommend nominations to the Executive.
- 13.2 where no nominations are forthcoming, a General Meeting shall attempt to appoint a Member to fill the vacancy.
- 13.3 where the vacancy occurs in the Presidency, the Vice-President shall assume the position for the remainder of the term of office, such assumption to be ratified by the membership.

- 13.4 where the membership does not elect the Vice-President to assume the position of President, the departing President shall solicit nominations and recommend nominations to the membership at a special General Meeting.

Bylaw 14 – Finances

- 14.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 14.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the Budget as approved by the AGM.
- 14.3 Expenses incurred on behalf of the Bargaining Unit shall be paid if they are submitted on OSSTF Bargaining Unit expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

Bylaw 15 – Collective Bargaining

- 15.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of five (5) members. The Committee shall be made up of the President, the Chief Negotiator, and three (3) other members elected at the AGM.
- 15.2 The Chief Negotiator shall be appointed by the Collective Bargaining Committee.
- 15.3 The Bargaining Unit Executive shall appoint representatives to fill any vacancies.
- 15.4 The duties of the Collective Bargaining Committee shall be to:**
- 15.4.1 represent the membership of the Bargaining Unit in negotiations for a Collective Agreement with the Halton District School Board.
- 15.4.2 solicit input from the membership of the Bargaining Unit in preparing a negotiating brief.
- 15.5 The duties of the Unit Chief Negotiator shall be to:**
- 15.5.1 act as Chairperson of the PSSP Collective Bargaining Committee and Table Team.
- 15.5.2 report to the Unit Executive and Collective Bargaining Committee.
- 15.5.3 call meetings of the Collective Bargaining Committee.
- 15.5.4 seek approval for the brief from the Bargaining Unit Executive and Provincial office of OSSTF.

- 15.5.5 communicate with the members on the progress of negotiations.
- 15.5.6 be accountable to the Bargaining Unit Executive.
- 15.5.7 be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief.
- 15.5.8 present the terms of settlement of a Collective Agreement with the Halton District School Board to the Unit membership for information and ratification.

15.6 Ratification of tentative agreements:

- 15.6.1 a ratification vote, by secret ballot, will be held no sooner than 72 hours after members have been presented with the details of the agreement and the date, time, and location(s) of the ratification vote.
- 15.6.2 the ratification vote will be held in a location to be determined by the Collective Bargaining Committee.
- 15.6.3 when the time for casting votes ends, ballot boxes will be sealed and votes will be counted by the Collective Bargaining Committee. A record of the names of those who voted will be kept.
- 15.6.4 results of the vote will be communicated promptly to the members only, before any other communication of the results.
- 15.6.5 details of how the results of the vote will be communicated, including instructions pertaining to sanctions, if necessary, will be determined by the Collective Bargaining Committee.

Bylaw 16 – Grievances

- 16.1 Grievances will be processed through the Grievance Officer.
- 16.2 The Grievance Officer will be the President of the Bargaining Unit.
- 16.3 The Grievance Officer will seek advice and input from appropriate resources, as necessary.
- 16.4 The duties of the Grievance Officer shall be to:**
 - 16.4.1 advise the Executive and members on matters relating to the maintenance of the collective agreement;
 - 16.4.2 liaise with the Chief Negotiator concerning improving the grievance procedures and protecting the membership.

16.4.3 resolve any grievance that may occur with respect to PSSP members in the workplace.

16.5 Terms of reference for Grievances:

16.5.1 A grievance shall be defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.

16.5.2 All grievances are confidential to the Grievance Officer, the Executive, the Griever and the griever's agent.

16.5.3 The key requirement of the Grievance Officer is to have fairly and fully investigated the facts surrounding any grievance and to see that these facts are presented.

16.5.4 A member is to be treated in a way which is not arbitrary, discriminatory or in bad faith.

16.6 Procedures for Alleged Grievances:

16.6.1 All alleged grievances shall be directed to the Grievance Officer.

16.6.2 Another member or agent may assist the griever in presenting the facts of the case.

16.6.3 The Grievance Officer shall inform the member of the recommendation that will be made to the Unit Executive and the reasons for it.

16.6.4 The Grievance Officer shall carry out the policies and directions of the Bargaining Unit Executive.

16.6.5 Grievance timelines will be consistent with OSSTF policy.

16.7 Procedures for Appeal of a Grievance Decision:

16.7.1 A member may appeal the decision of the Grievance Officer.

16.7.2 An Appeal should be made to the Executive as a written request.

16.7.3 The Executive shall strike an Appeal Committee of members of the Executive to hear the facts of the case as presented by the member or agent.

16.7.4 The President shall not be on the Appeal Committee.

- 16.7.5 The Appeal Committee shall ensure fair representation and consult with legal advisors and/or O.S.S.T.F. District and Provincial advisors.
- 16.7.6 The Appeal Committee shall meet in camera.
- 16.7.7 The Appeal Committee shall inform the member of the decision of the Appeal Committee, its reasons for the decision, and the steps taken to ensure fair representation.
- 16.7.8 The minutes of the decision of the Appeal Committee, its reasons, and steps to ensure fair representation shall be kept confidential.

Bylaw 17 – Standing Committees

- 17.1 The following Bargaining Unit committees shall be struck each year. Membership on the committees shall be determined at the AGM of the preceding school year. If possible, the goal will be to have at least one member from each discipline represented on each of the committees.
 - 17.1.1 Pay Equity committee
 - 17.1.2 Workload Committee
 - 17.1.3 External Agency Partnership Committee
 - 17.1.4 Collective Bargaining Committee

Bylaw 18 – Anti-harassment and Anti-Bullying Policy

- 18.1 The 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 Bargaining Unit Executive.

Bylaw 19 - Anti-Harassment and Anti-Bullying Appeals Procedure

- 19.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
- 19.2 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Executive as a written request.

- 19.3 Within two days of receiving the request, the Executive shall strike an Appeal Committee of members of the Executive to hear the facts of the case as presented by the Appellant.
- 19.4 Within three days, the Appeal Committee shall meet to consider the appeal.
 - 19.4.1 The Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
 - 19.4.2 Following the review, the Appeal Committee shall either confirm or modify the decision.
 - 19.4.3 The decision of the Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
- 19.5 The Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.
- 19.6 Within two days of receiving the decision of the Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
- 19.7 The decision of the Appeal Committee shall be considered final and not subject to any appeal.