



# **CONSTITUTION & BY-LAWS**

**PROFESSIONAL EDUCATORS  
& CHILD CARE STAFF  
(PECCS)**

**BARGAINING UNIT OF  
OSSTF DISTRICT 25 OTTAWA-CARLETON**

**AMENDED MAY 28<sup>TH</sup>, 2009**

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# CONSTITUTION

## Definitions:

### In this Constitution & By-Laws:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "PECCS" shall mean the Professional Educators and Child Care Staff.
3. "Bargaining Unit", shall be the Bargaining Unit of the Professional Educators and Child Care Staff, which is the OSSTF organization of those members for whom OSSTF holds bargaining rights under the appropriate legislation.
4. "By-Laws" shall mean standing rules governing the membership of OSSTF25, PECCS Bargaining Unit, made under the Constitution on matters, which are entirely within the control of OSSTF.
5. "Constitution" shall mean a system of fundamental principles according to which the PECCS of District 25 Bargaining Unit is governed, and the basic organization of the Bargaining Unit.
6. "OSSTF District #25" shall mean the Ontario Secondary School Teachers' Federation District #25, Ottawa-Carleton.
7. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
8. "Executive" shall mean the individuals who govern the Bargaining Unit.
9. "Member" shall mean an active member (in good standing) of the **PECCS** Bargaining Unit who is a member of OSSTF.
10. "Area Representative" shall mean a member of the Bargaining Unit in each workplace who has been elected by the other members at their workplace, or if necessary, appointed by the Executive. It is the duty of the "Area Representative" to act as liaison between workplace members and the Unit Executive.
11. "Workplace" shall mean any place where an active member of the Bargaining Unit is employed.

12. "Policy" shall mean a stand or position taken by Provincial OSSTF, or OSSTF District # 25, or the PECCS Bargaining Unit, on matters whose resolution is beyond the internal legislative power of OSSTF.

## **ARTICLE 1 - Name and Authority**

- 1.1. Bargaining Unit shall be known as the OSSTF, District 25, Professional Educators and Child Care Staff.
- 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 and Ethics**

- 2.1 The objects of the Professional Educators and Child Care Staff shall be those described in Article 3 of the Constitution of OSSTF (see Appendix A).
- 2.2 The ethics of the Professional Educators and Child Care Staff shall be those described in Article 4 of the Constitution of OSSTF (see Appendix A).
- 2.3 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.
- 2.4 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 employer.
- 2.5 To offer the opportunity for all individuals in the Bargaining Unit to participate in all aspects of Professional Educators and Child Care Staff and work collectively for the betterment of all members.

## **ARTICLE 3 - Membership**

- 3.1 Members shall include all employees employed by the Ottawa-Carleton District School Board as described in the Ontario Labour Relations Board Certificate issued June 29, 2004.

## **ARTICLE 4 - Dues and 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 shall be elected at the Annual General Meeting.
- 5.1.1 There shall be an Executive consisting of the following voting members:
  - 5.1.1.1 President,
  - 5.1.1.2 Vice-President,
  - 5.1.1.3 Secretary,
  - 5.1.1.4 Treasurer,
  - 5.1.1.5 Chief Negotiator,
  - 5.1.1.6 Communications Officer,
  - 5.1.1.7 Membership Services Officer.
- 5.2 The Bargaining Unit Executive shall consist of the following non-voting members:
  - 5.2.1 Past President

## **ARTICLE 6 - Meetings**

- 6.1 Frequency of Executive 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 Committee**

- 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 through the Chief Negotiator.

## **ARTICLE 8 - Standing Committees**

- 8.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws and Special Committees as the Bargaining Unit Executive may from time to time deem necessary.
  - 8.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

### **ARTICLE 9 - Grievance Committee**

- 9.1 There shall be a Grievance Committee for the Bargaining Unit elected in accordance with the By-Laws.
- 9.1.1 The Grievance Committee shall be responsible to the Bargaining Unit Executive through the Grievance Officer of the Bargaining Unit.

### **ARTICLE 10 - Grievance Appeals Committee**

- 10.1 There shall be a Grievance Appeals Committee for the Bargaining Unit elected in accordance with the By-Laws.
- 10.1.1 The Grievance Appeals Committee shall be responsible to the Bargaining Unit Executive through the Grievance Officer of the Bargaining Unit.

### **ARTICLE 11 - Amendments**

- 11.1 Amendments to the constitution may be made at the Annual General Meeting.



# BY-LAWS

## **By-Law 1 - General Meetings**

- 1.1 The Annual General Meeting shall be held in May of each year.
- 1.2 Notice of the date of the Annual General Meeting shall be given to members in writing at least seven (7) working days prior to the date of the meeting.
- 1.3 Notice of other General Meetings shall be given in writing at least seven (7) working days prior to the date of the meeting.
- 1.4 The Bargaining Unit President shall call a General Meeting where ten percent (10%) or more of the members make such a request in writing to the President.
- 1.5 The President shall convene a General Meeting at which the terms of a tentative settlement will be presented. (*Ratification Meeting*)

## **By-Law 2 - Executive Meetings**

- 2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than four (4) times per year.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty percent (30%) of the members of the Executive make such a request in writing to the President.

## **By-Law 3 - Quorum**

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the voting members of the Executive.
- 3.2 A Quorum for 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.

## **By-Law 4 - Voting**

- 4.1 Any Member of the Bargaining Unit may attend, speak when recognized by the Chair, and vote at any duly convened General Meeting.
- 4.1.2 Where a vote is held, any OSSTF Member of the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

- 4.1.3 Voting by proxy will not be permitted in the election of officers, at any strike vote, or in the ratification of a collective agreement.

### **By-Law 5 - Elections**

- 5.1 Only members of OSSTF may be candidates for office.
- 5.2 Elections for Executive and other Officers shall be by secret ballot at the Annual General Meeting.
- 5.3 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name to the Vice-President of the Bargaining Unit, at least seven (7) working days prior to the election.
- 5.4 Any Member of the Bargaining Unit may be nominated "from the floor".
- 5.5 All nominations must be supported by two (2) other Members as the mover and the seconder of the motion to nominate.
- 5.6 Elections for the Executive shall be in the order listed in Article 5 of the constitution.
- 5.7 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of those present, qualified to vote and voting.
- 5.8 Defeated candidates shall be considered for other offices if they choose.
- 5.9 The term of office for the elected positions shall be two years from the General Meeting in which elections are held.

### **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 OSSTF as defined in the OSSTF Provincial By-Law 5 - Rights, Privileges and Duties, Section 5.3 - Duties of Members (see Appendix B).

### **By-Law 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 Professional Educators and Child Care Staff business,
- 7.1.5 establish procedures which shall investigate and determine the manner in which grievances are conducted,
- 7.1.6 establish procedures for the ratification of a Collective Agreement,
- 7.1.7 represent the Members at District Executive Council Meetings of OSSTF District 25
- 7.1.8 elect or appoint representatives to all District Standing Committees or Special Committees as prescribed in the Constitution of OSSTF District 25,
- 7.1.9 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.
- 7.1.10 to appoint an alternate representative of the Bargaining Unit to attend any meeting that the President is unable to attend.

### **By-Law 8 - Duties of the Executive Members**

- 8.1 The **President** shall:
  - 8.1.1 be the official representative and spokesperson of the Bargaining Unit in all matters,
  - 8.1.2 assume the role of Chief Executive Officer for the Collective Agreement,
  - 8.1.3 call, preside over and report at all Executive and General Meetings,
  - 8.1.4 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook,
  - 8.1.5 be an ex-officio member of all Bargaining Unit committees,
  - 8.1.6 be one of the two signing authorities for all bargaining unit financial transactions,
  - 8.1.7 assume the role of Grievance Officer,
  - 8.1.8 represent the bargaining unit at District Executive Council Meetings of OSSTF District 25,
  - 8.1.9 represent the Bargaining Unit on the Educational Support Staff Sector Council of Presidents (ESS SCOP) and report back to the Bargaining Unit.
  - 8.1.10 appoint five (5) Members to the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee prior to September 30 of each year.
  - 8.1.11 appoint one (1) Member-At-Large (non-voting) to the Executive to ensure representation from Child Care Staff, ESL/LINC Instructors or LBS/Adaptive Learning Staff on the Executive, if necessary.
- 8.2 The **Vice-President** shall:
  - 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,

- 8.2.3 be responsible for proposed amendments to the Constitution and By-Laws.
- 8.2.4 to act as the Educational Services Officer, executive resource person in matters relating to Educational Services, Professional Development.
- 8.2.5 be an active member of the Professional Development Committee.

8.3 The **Secretary** shall:

- 8.3.1 keep a record of all Executive and General Meeting minutes,
- 8.3.2 submit minutes for approval to Executive and at General Meetings,
- 8.3.3 perform other related duties as assigned by the President/Executive.

8.4 The **Treasurer** shall:

- 8.4.1 prepare a proposed budget for approval at the Annual General Meeting,
- 8.4.2 supervise payment of all authorized expense vouchers, subject to the submission of appropriate receipts,
- 8.4.3 keep an account of all monies received and disbursed by the Bargaining Unit,
- 8.4.4 deposit all monies in a chartered bank or trust company in the name of the Bargaining Unit,
- 8.4.5 report regularly to the Executive on the status of the Bargaining Unit finances,
- 8.4.6 be one of the two signing authorities for all financial transactions of the Bargaining Unit,
- 8.4.7 represent the Bargaining Unit on the District Finance Committee,
- 8.4.8 report to and liaise with the District Treasurer on Bargaining Unit Funds,
- 8.4.9 carry out other related duties as assigned by the President/Executive.

8.5 The **Chief Negotiator** shall:

- 8.5.1 chair the Bargaining Unit Collective Bargaining Committee,
- 8.5.2 represent the Bargaining Unit at the District CBC meetings,
- 8.5.3 report on a regular basis to the Executive and the Membership on the status of negotiations,
- 8.5.4 consult and liaise with OSSTF Provincial Protective Services Department.

8.6 The **Communications Officer** shall:

- 8.6.1 work with the Bargaining Unit Executive, Standing Committees, District Executive and the Provincial Communications Committee,
- 8.6.2 co-ordinate the dissemination of information to Bargaining Unit members at the instruction of the Executive,
- 8.6.3 generate two newsletters per year and additional newsletters as deemed necessary by the Communications Officer in consultation with the Executive.

8.7 The **Membership Services Officer** shall:

- 8.7.1 maintain an updated Bargaining Unit Membership list and an updated Telephone Tree.
- 8.7.2 chair the Benefits Committee Meetings
- 8.8 The duties of the **Past President** shall be to:
  - 8.8.1 Carry out the duties as determined by the President for one calendar year after the new President has been selected, or the following AGM, whichever should come first.

**By-Law 9 - Duties of Area Representatives**

- 9.1 The **Area Representatives** shall be elected at each work site according to size and need. At the larger sites, representation shall be subdivided into Child Care Program, Night Program and Day Program, to;
  - 9.1.1 act on behalf of the Bargaining Unit in communications with the members of their area,
  - 9.1.2 report possible violations of the Collective Agreement to the Grievance Officer,
  - 9.1.3 carry out the duties as determined by the President,
  - 9.1.4 carry out the duties as outlined in the By-Laws.
- 9.2 *Process for election and determining number of representatives at each work site and specific programs will be established at the A.G.M.*

**By-Law 10 - Duties of the General Meeting**

- 10.1 The Annual General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
  - 10.1.1 election procedures for Bargaining Unit Officers,
  - 10.1.2 the time and place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit,
  - 10.1.3 the formation of internal organizations and procedures,
  - 10.1.4 the establishment, amendment or rescission of Bargaining Unit Policy,
  - 10.1.5 all other matters as deemed necessary or convenient for the promotion of the welfare and interests of members or the conduct of the business of the Bargaining Unit.

### **By-Law 11 - Amendments**

- 11.1 Amendments to the Constitution may be proposed at the Annual Meeting of the Bargaining Unit.
- 11.1.1 Amendments to the Constitution may be made by a two-thirds (2/3) vote of members qualified to vote, present and voting provided that:
- 11.1.2 notice of the proposed amendment shall have been given in writing to the membership not less than seven (7) days prior to date of the Annual General Meeting, and
- 11.1.3 by a nine-tenths (9/10) vote of members qualified to vote, present and voting, previous notice as in Article 11.1.1.1 not having been given.
- 11.2 Amendments to the Constitution adopted at the Annual Meeting of the Bargaining Unit shall be effective July 1, unless stated otherwise in the preamble of such amendments.
- 11.3 Amendments to the By-Laws may be made by a simple majority vote of the members present, qualified to vote, and voting provided that:
- 11.3.1 notice of the proposed amendments to the By-Laws has been given to the membership in writing no less than seven (7) days prior to the date of the Annual General Meeting.
- 11.3.2 by a three-quarters (3/4) majority vote of the members qualified to vote, present and voting, previous notice as in Article 11.3.1 not having been given.

### **By-Law 12 - Vacancies**

- 12.1 If the President is unable to complete the term of office, the Vice President shall assume the Presidency.
- 12.2 For other vacancies, the Executive shall appoint a member to complete the term of office.

### **By-Law 13 – Unit Levy**

- 13.1 The Bargaining Unit shall have the right to levy dues to meet the expenditures approved in the budget.
- 13.2 The draft budget shall show the required levy as a cost per member.
- 13.3 Approval of the budget shall result in approval of the required levy.
- 13.4 The method of payment of dues and the levy shall be as prescribed in the agreement made between the Bargaining Unit and the Ottawa-Carleton District School Board.

### **By-Law 14 – Renumeration**

- 14.1 The Professional Educators and Child Care Staff Bargaining Unit President shall have at least one full day per week of time release.
- 14.2 The salary of the Unit President shall be the amount, including benefits, which would have been paid to the individual by the employer.
- 14.3 If an additional Executive member is on time release they will be reimbursed as per Section 14.2.

### **By-Law 15 – Finances**

- 15.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 15.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 15.2.1 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meeting and the Annual General Meeting.
- 15.3 Cheques drawn on the Bargaining Unit account shall require two signatories.
- 15.3.1 One of the signatories must be the Treasurer.
- 15.3.2 the President or the Vice-President is the other signatory.
- 15.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

### **By-Law 16 – Committees**

- 16.1 Selection of Committee/Working Group Members
- 16.1.1 All members in good standing are invited to submit their names if they are interested in becoming a member of any committee or workgroup.
- 16.1.2 In appointing committee/working group members, consideration will be given to experience and abilities of the applicants and will be representative of the membership.
- 16.1.3 Applications to committees/working groups must be submitted to the President for approval of the Bargaining Unit Executive.
- 16.2 Professional Development Committee shall:
- 16.2.1 select annually a Chairperson from the committee members.
- 16.2.2 consist of the Educational Services Officer and committee members from each of the following categories: Child Care, ESL/LINC Instructor, LBS Instructor, Adaptive Learning Staff and Evening Instructor, where possible.
- 16.2.3 be responsible for educational studies, workshops and conferences directed specifically to the improvement of the professional and personal skills of the members.

16.2.4 be represented by the Educational Services Officer or designate from the Professional Development Committee at the annual Educational Services Conference.

16.3 Health and Safety Committee:

It shall be the duty of the Bargaining Unit Health and Safety Committee:

16.3.1 to respond to local health action initiatives.

16.3.2 to assess concerns of the BU members.

16.3.3 to identify the contributing health and safety problems.

16.3.4 to check the history of such problems/complaints.

16.3.5 to make a plan and recommendations to address the problems.

16.3.6 to report concerns and plan to the Bargaining Unit Executive in a timely manner.

16.3.7 to be aware of health and safety resources available to members.

16.3.8 to report to the Annual Meeting of the Bargaining Unit

16.4 Pay Equity/Job Sub-Committee

(Currently our bargaining unit has no Pay Equity agreement however, other instructor groups around the province are starting this work consequently in the near future we would require a more formal process and committee to act on members' behalf in any pay equity plan and/or settlement arrangements with the employer.)

16.5 Political Action Committee

It shall be the duty of the Bargaining Unit Political Action Committee:

16.5.1 to respond to local (and provincial) political action initiatives.

16.5.2 to consider and act upon programs initiated by individuals as well as other Units.

16.5.3 to implement political action as directed by the Bargaining Executive in consultation with the District.

16.5.4 to report to the Bargaining Unit Executive in a timely manner.

16.5.5 to report to the Annual Meeting of the Bargaining Unit.

**By-Law 17 - Collective Bargaining Committee**

17.1 The Collective Bargaining Committee (CBC) shall consist of the Chief Negotiator and up to ten (10) other members elected at the A.G.M., including at least one (1) member from each of the following categories: Child Care, Day ESL/LINC Instructor, LBS Instructor, Adaptive Learning Staff, and Evening Instructor; where possible.

17.2 All members of the CBC shall be voting members.

17.3 The CBC shall develop the negotiating brief based upon input from the membership.

17.4 The Executive will approve the final negotiating brief and submit it to the Provincial Director of the Protective Services Department for approval.



### **By-Law 18 - Ratification of a Tentative Collective Agreement**

- 18.1 The Chief Negotiator shall call a special meeting of the Bargaining Unit Executive and the Collective Bargaining Committee to present the terms of a Tentative Collective Agreement.
- 18.2 The President shall call a ratification meeting to be held within five working days of the meeting outline in Article 15.1.
- 18.3 All members of the Bargaining Unit shall be entitled to vote at the Ratification Meeting for a Tentative Collective Agreement.
- 18.4 Ratification of a Tentative Collective Agreement shall be by a 50% + 1 vote of those members qualified to vote, present and voting at the Ratification Meeting called for that purpose.

### **By-Law 19 - Grievance Committee**

- 19.1 The Grievance Committee shall consist of the following members:
  - i) the Grievance Officer; the Chief Negotiator and a minimum of one other member elected at the A.G.M.
- 19.2 The President in the role of Grievance Officer shall be responsible for administering all grievances, in consultation with the Executive and OSSTF Provincial Office.
- 19.2.1 The Grievance Officer shall ensure grievances are conducted in accordance with the terms of the collective agreement, and maintain appropriate files for all grievances.

### **By-Law 20 - Procedure for Alleged Grievances**

- 20.1 All alleged grievances will be directed to the Bargaining Unit President.
- 20.2 The Bargaining Unit Executive may assist the member in presenting the facts of the case to the Grievance Committee.
- 20.3 The Grievance Committee will consider in camera whether to recommend that the Bargaining Unit should proceed with the grievance.
- 20.4 The President shall inform the member of the Committee's decision, which will be reported to the Bargaining Unit Executive, and the reason for it and shall inform the member of the appeal process (if required).
- 20.5 The President shall also report any minority opinion of the Committee to the Bargaining Unit Executive.
- 20.6 The President shall keep Provincial OSSTF apprised of all grievances

### **By-Law 21 - Grievance Appeals Committee**

- 21.1 The Bargaining Unit Executive members, who did not take part in the decision to deny the grievance, shall function as the Grievance Appeals Committee.
- 21.2 A member may appeal a decision of the Grievance Committee in writing within seven (7) working days of receiving the Committee's decision.
  - 21.2.1 The appeal hearing shall be held in camera during the next regularly scheduled meeting of the Bargaining Unit Executive.
  - 21.2.2 The Grievance Officer shall notify the grievor on the decision of the appeal.
  - 21.2.3 A Member may further appeal the decision to the Field Secretary at the Provincial Office of OSSTF.

### **By-Law 22 - Procedure for the Grievance Appeals Committee**

- 22.1 The Bargaining Unit Member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Bargaining Unit Grievance Appeals Committee to present their case.
- 22.2 The Bargaining Unit Member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 22.3 The Bargaining Unit President will state the reason(s) for not carrying forward the grievance.
- 22.4 The Bargaining Unit Member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the President.
- 22.5 The Grievance Appeals Committee will consider the appeal, in camera, after both parties have been excused and will communicate their decision to the Bargaining Unit Member(s) and the Bargaining Unit President.
- 22.6 The decision must be made in sufficient time to accommodate the current Collective Agreement time restrictions, thereby ensuring the member is not disadvantaged in their grievance with the employer.

### **By-Law 23 - Provincial Councillor**

- 23.1 The selection of Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and By-Laws.

### **By-Law 24 - Delegate(s) to Annual Meeting of Provincial Assembly**

- 24.1 The delegate(s) to AMPA shall be elected by a process determined by the Bargaining Unit Executive.
- 24.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and By-Laws.

## **By-Law 25 - Delegates(s) to Education Support Staff Sector**

- 25.1 The Bargaining Unit President shall be a delegate to the ESS Sector.
- 25.2 Additional delegates to ESS Sector shall be elected at a General Meeting.
- 25.3 Duties of delegates shall be in accordance with the OSSTF Provincial Constitution:
  - 25.3.1 to represent the Bargaining Unit at the General Sector Council meeting held every alternate September,
  - 25.3.2 to provide a written submission for the Newsletter.

## **By-Law 26 – Anti-Harassment and Anti-Bullying Policy**

- 26.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.
- 26.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit Executive and presented to the next General Meeting for approval.

## **Bylaw 27 - Anti-Harassment and Anti-Bullying Appeals Procedure**

- 27.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Policy may appeal this decision using the following procedure:
  - 27.1.1 Within five **(5)** days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.
  - 27.1.2 Within six **(6)** days of receiving the request, the Bargaining Unit President shall appoint three members of the Bargaining Unit Anti-Harassment and Anti-Bullying Appeals Committee to consider the appeal.
  - 27.1.3 Within ten (10) days of appointment, the Bargaining Unit Appeal Committee shall meet to consider the appeal.
    - 27.1.3.1 The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
    - 27.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
    - 27.1.3.3 The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
  - 27.1.4 The Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after the meeting at which the Appeal is considered.
  - 27.1.5 Within five (5) days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
  - 27.1.6 The decision of the Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.”

# Professional Educators and Child Care Staff Constitution

## Article 2 - Objects

### Appendix A

#### Excerpt from OSSTF Handbook

#### Article 3 - Objects

- 3.1 The objects of the OSSTF shall be:
  - 3.1.1 first and foremost 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;
  - 3.1.2 to secure and maintain for all Active Members of OSSTF equal collective bargaining rights including the right to strike; (A.84)
  - 3.1.3 to bargain collectively on behalf of its Active Members;
  - 3.1.4 to promote and advance the cause of public education; (A.90)
  - 3.1.5 to promote a high standard of professional ethics and a high standard of professional competence;
  - 3.1.6 to secure for members active participation in formulating policies and practices affecting education; (A.88)
  - 3.1.7 to work toward control of our professional destiny;
  - 3.1.8 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and community; (A.90)
  - 3.1.9 to support and promote equal opportunity for members, employees, and students; (A.83)
  - 3.1.10 to foster and promote the dignity of all persons regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability. (A.97)
  - 3.1.11 to associate and unite teachers and other employees of educational institutions, or agencies which provide services to educational institutions, within the Province of Ontario. (A.97)

#### Article 4 - Ethics

- 4.1 The OSSTF shall maintain under its By-Laws
  - 4.1.1 a motto,
  - 4.1.2 a pledge,
  - 4.1.3 a statement of ethics,
  - 4.1.4 principles of professional conduct (A.78),
  - 4.1.5 a bill of rights for members (A.88).

# Professional Educators and Child Care Staff Constitution

## By-Law 5

### Appendix B

#### Excerpt from OSSTF Handbook

#### By-Law 5 - Rights, Privileges and Duties

##### 5.3 Duties of Members to OSSTF

- 5.3.1 It shall be the duty of every member to comply with the Constitution and By-Laws of OSSTF, and to seek to change the Constitution, By-Laws or Policies only through the proper procedures of the Federation. (A.83)
- 5.3.2 Where a member's actions are not constrained by agencies external to the OSSTF, it shall be the duty of every Member to act in accordance with the established Policies of the OSSTF. (A.83)
- 5.3.3 It shall be the duty of every Member to uphold the OSSTF Pledge and Statement of Ethics. (A.78)
- 5.3.4 It shall be the duty of every Member to act in accordance with Principles of Professional Conduct prescribed under By-Law 4. (A.78)
- 5.3.5 It shall be the duty of a Member who is being represented by the Federation in a professional difficulty with a board of education or other external agency to honour the commitments made on his/her behalf by the Federation, if those commitments are made with his/her written consent. (A78)
- 5.3.6 It shall be the duty of every Member to check with OSSTF before accepting a position to ensure that the board is in good standing. (A.88)
- 5.3.7 It shall be the duty of every Member who holds elected or appointed office with OSSTF to refrain from holding or seeking office with another union where the interests of the union are in conflict, or appear to be in conflict, with the interests of OSSTF. (A.91)
- 5.3.8 It shall be the duty of every Member who is seeking office in OSSTF and who is also a member of another union to declare such dual membership. (A.91)
- 5.3.9 It shall be the duty of each Member to support a modified work environment for members with disabilities. (A.99)
- 5.3.10 It shall be the duty of a Member of OSSTF to support the Federation's Constitution, By-Laws and Policies while representing or being sponsored by OSSTF at any external convention, conference or other decision-making bodies. (A.02)

# **OSSTF RULES OF ORDER**

## **Rule 11 - Authorities**

- 11.1 The Parliamentary authorities for OSSTF in order of priority and precedence are the
  - 11.1.1 above Rules of Order
  - 11.1.2 **Roberts' Rules of Order Newly Revised**, Scott, Foresman & Co. (most recent edition)
  - 11.1.3 **Sturgis Standard Code of Parliamentary Procedure**, 3<sup>rd</sup> Edition, McGraw-Hill Book Co., 1993
  - 11.1.4 **Bourinot's Rules of Order**, 4<sup>th</sup> Edition, revised by J. Gordon Dubroy, McLelland and Stewart Limited, Toronto, 1995.
- 11.2 In the event that problems arise in the conduct of business which cannot be resolved by reference to the Rules of Order, then reference is to be made to **Robert's**, followed by **Sturgis**, followed by **Bourinot's**.