

# CONSTITUTION AND BYLAWS

of

Ontario Secondary School Teachers' Federation

District 15, Trillium Lakelands

**Professional  
Student Services  
Personnel**

Effective June 15, 1999

Revised May 2004

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June 6, 2018



## CONSTITUTION

### Definitions:

#### In this Constitution

1. "OSSTF" shall mean the Ontario Secondary Teachers' Federation.
2. "Bargaining Unit" shall be the Professional Student Services Personnel (PSSP) which is the OSSTF organization of those members for whom OSSTF hold bargaining rights under the appropriate legislation.
3. "District" shall mean OSSTF District 15.
4. "Member" shall mean an active member (in good standing) of the PSSP Bargaining Unit who is a member of OSSTF.
5. "Constitution" shall mean a system of fundamental principals by which the Bargaining Units are governed, and includes a basic organization of the Bargaining Unit.
6. "Bylaws" shall mean the standing rules governing the membership of the Bargaining Unit matters which are entirely within the control of the Bargaining Unit.
7. "Policy" shall mean a stand or a position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
8. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the unit.
9. "Procedures" shall mean the 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, Bylaws, and policy.

#### ARTICLE 1 - Name and Authority

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation District 15, Professional Student Service Personnel.
- 1.2 Any part of the Bargaining Unit Constitution, Bylaws, Policy, and/or Procedures, which are in contravention to the OSSTF and/or District Constitution, Bylaws, Policy and/or Procedures are null and void.

## **ARTICLE 2 - Objectives**

- 2.1 The objectives of the PSSP Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the PSSP Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

## **ARTICLE 3 - Membership**

- 3.1 Members shall include employees in the following classifications employed by the Trillium Lakelands District School Board as Professional Student Service Personnel who are Members of OSSTF.

## **ARTICLE 4 - Dues and Levies**

- 4.1 Members shall pay annual dues as prescribed in the Bylaws 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
  - 5.1.2 There shall be an Executive consisting of the following voting members:
    - 5.1.2.1 President
    - 5.1.2.2 Vice President
    - 5.1.2.3 Secretary-Treasurer
    - 5.1.2.4 Chief Negotiator
    - 5.1.2.5 Immediate Past President

## **ARTICLE 6 - Meetings**

- 6.1 Frequency of Executive Meetings shall be established in the Bylaws.
- 6.2 There shall be an Annual General Meeting as defined in the Bylaws.

6.3 Special General Meetings may be convened in accordance with the Bylaws.

### **ARTICLE 7 - Collective Bargaining**

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

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 Bylaws.

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 - Amendments**

8.1 Amendments to the constitution may be made at a General Meeting as provided in the Bylaws.

## **Bylaws**

### **Bylaw 1 - General Meetings**

1.1 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) calendar days prior the date of the meeting.

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

1.3 The Bargaining Unit President shall call a General Meeting where five (5) percent or more of the Members make such a request in writing to the President.

### **Bylaw 2 - Executive Meetings**

2.1 The Bargain Unit Executive shall meet at the call of the President but not less than five (5) times per school year.

- 2.2 The Bargaining Unit President shall call a meeting of the Executive when at least three (3) 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 voting members of the Executive.
- 3.2 A quorum for the Annual General Meeting shall consist of those members qualified to vote, present and voting.
- 3.3 A quorum for a General Meeting shall be those members present, qualified 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 employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

### **Bylaw 5 - Elections**

- 5.1 Only Members of OSSTF may be candidates for office.
- 5.2 Elections for the Executive shall be by secret ballot at the Annual General Meeting.
- 5.3 Written nominations for Executive Offices shall be submitted to the Secretary-Treasurer at least fifteen (15) days prior to the Annual General Meeting.
- 5.4 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two (2) other Members as the mover and the seconder of the motion to nominate.
- 5.5 Elections for the Executive shall be in the order listed in Article 5 of the Constitution.
- 5.6 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of those present, qualified to vote and voting.
- 5.7 Defeated candidates shall be considered for other offices if they choose.

- 5.8 The term of office for the Bargaining Unit Executive shall be for one (1) 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 the OSSTF Provincial Bylaw Rights, Privileges and Duties, Section 2-Duties of Members.

### **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 the 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 the 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 Bylaws.

### **Bylaw 8 - Duties of the Executive Members**

- 8.1 The duties of the **President** shall be to:
- 8.1.1 assume the role of Chief Executive Officer for the Collective Agreement.
  - 8.1.2 call and preside over all Executive and General Meetings.
  - 8.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.
  - 8.1.4 be an ex-officio member of all Bargaining Unit committees.
  - 8.1.5 report to the Bargaining Unit Executive 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 of the Bargaining Unit fairly whether they are OSSTF members or not.
- 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 a Sector Council General Meeting.
  
- 8.2 The duties of the Vice-President shall be to:
  - 8.2.1 perform the duties of the President in the Presidents absence.
  - 8.2.2 carry out the duties as may be assigned by the President.
  
- 8.3 The duties of the Secretary-Treasurer shall be to:
  - 8.3.1 keep a record of the minutes of all Executive and General Meetings.
  - 8.3.2 send a copy of the minutes to each member of the Executive and the District Secretary.
  - 8.3.3 carry out the duties as may be assigned by the President.
  - 8.3.4 carry out the duties as may be assigned by the District Treasurer.
  - 8.3.5 carry out the duties of Pay Equity Maintenance
  - 8.3.6 carry out the duties as outlined in the Bylaws.
  
- 8.4 The duties of the Chief Negotiator shall be to:
  - 8.4.1 Chair the Bargaining Unit Collective Agreement Committee.
  - 8.4.2 report on a timely and regular basis to the Executive and the Members.
  - 8.4.3 carry out the duties as determined by the President.
  - 8.4.4 to act as the Grievance Officer for the Bargaining Unit, unless a request has been approved in accordance with By-Law 17, whose duties shall be:
    - 8.4.4.1 to consult and collect relevant information from any member who feels there may be a grievance issue

- 8.4.4.2 to determine if a grievance should go forward
- 8.4.4.3 to consult with the assigned Provincial Secretariat liaison on all grievances
- 8.4.4.4 to consult with the President on all grievances
- 8.4.4.5 to maintain confidential records of all grievances
- 8.4.4.6 to develop arguments for each grievance
- 8.4.4.7 to present the grievance at a grievance hearing
- 8.4.4.8 to update the Executive on the status of all grievances.

8.5 The duties of the **Immediate Past President** shall be to:

- 8.5.1 carry out the duties as determined by the President.

### **Bylaw 9 - Duties of the General Meeting**

- 9.1 A General Meeting 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 and delegates to Sector.
  - 9.1.2 the time and place and conduct of the Annual General Meeting and other special General meetings of the Bargaining Unit.
  - 9.1.3 the formation of internal organizations and procedures.
  - 9.1.4 the establishment, amendment or rescission of Bargaining Unit policy.
  - 9.1.5 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.

### **Bylaw 10 - Amendments**

- 10.1 Amendments to the Constitution and Bylaws may be made at a General Meeting of the Bargaining Unit.
- 10.2 Amendments to the Constitution, Bylaws, Procedures and/or policy may be made by a majority vote of the members present, qualified to vote and voting provided that notice of the proposed been given to the membership in writing not less than thirty (30) calendar days prior to the date of the General Meeting.



## **Bylaw 11 - Vacancy**

- 11.1 If a vacancy in any Bargaining Unit Executive position, except the position of the President, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
- 11.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill vacancy.
- 11.3 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.
- 11.4 The position of Immediate Past President shall remain vacant unless the immediate previous President assumes the position.

## **Bylaw 12 - Area Organization**

- 12.1 A Communication Officer will be chosen at the Annual General Meeting and will be responsible for the promotion of Bargaining Unit's members and activities within and outside the Board.
- 12.2 A Bargaining Unit member will act as a delegate to attend District 15 OSSTF meetings.
  - 12.2.1 This responsibility will be rotated among the Bargaining Unit members.
  - 12.2.2 A sign-up sheet will be available at the Annual General Meeting
  - 12.2.3 The delegate will report back to the membership.

## **Bylaw 13 - Finances**

- 13.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 13.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
  - 13.2.1 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for the presentation at each Executive Meeting and the Annual General Meeting.
- 13.3 Cheques drawn on the Bargaining Unit account shall require two signatures as designated by the Executive.
  - 13.3.1 One of the signatures must be the Treasurer.
- 13.4 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 the

appropriate receipts, within the spending guidelines and with appropriate approval.

#### **Bylaw 14 - Collective Bargaining**

- 14.1 The Collective Bargaining Committee shall consist of at least 4 members, with representation from each job class, including, the Chief Negotiator and the President.
- 14.2 The Bargaining Unit Executive shall appoint members to fill any vacancies.

#### **Bylaw 15 - Duties of the Collective Bargaining Committee**

- 15.1 It shall be the duty of the Collective Bargaining Committee to:
  - a) prepare a negotiating brief
  - b) seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
  - c) communicate regularly with the Members on the progress of negotiations.
- 15.2 A member of the Collective Bargaining Committee will be the liaison to the Labour Management Committee as set out in the contract.

#### **Bylaw 16 - Provincial Councillor**

- 16.1 The selection of Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and Bylaws.

#### **Bylaw 17 - Request for Grievance Support**

- 17.1 The PSSP Bargaining Unit President may request that the District 15 Teachers'/Occasional Teachers' Bargaining Unit Federation Officer serve as Grievance Officer for the Bargaining Unit.
- 17.2 A request in accordance with 17.1 shall be made in writing to the District 15 President no later than June 15.
- 17.3 A request in accordance with this by-law, once approved, shall remain in force until June 30 of the following school year unless rescinded at a general meeting of the PSSP Bargaining Unit.