

Constitution and By-Laws For

District 1

Ontario North East

P.S.S.P

Ontario Secondary Schools Teachers
Federation

Constitution Review:

PSSP AGM

May 24, 2023

Article 1: Definitions

In this Constitution

- 1.1 "OSSTF/FEESO" shall mean the Ontario Secondary School Teachers' Federation.
- 1.2 "PSSP" shall mean the Professional Student Support Personnel.
- 1.3 "Bargaining Unit" shall be the Professional Student Support Personnel Bargaining Unit which is the OSSTF/FEESO organization of those members for whom OSSTF/FEESO holds bargaining rights under the appropriate legislation.
- 1.4 "District" shall mean OSSTF/FEESO District 1.
- 1.5 "Member" shall mean an active member (in good standing) of the PSSP Bargaining Unit who is a member of OSSTF/FEESO.
- 1.6 "Registered" shall mean registered with the College of Social Work.
- 1.7 "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed and includes a basic organization of the Bargaining Unit.
- 1.8 "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 "Policy" shall mean a stand, or a 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.
- 1.10 "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the unit.
- 1.12 "Annual General Meeting" shall mean an annual meeting of the Bargaining Unit membership to conduct the election of Executive and other business of the unit.
- 1.13 "Procedures" shall mean the detailed rules established by the Bargaining Unit and elected Executive to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the constitution, by-laws, and policy.
- 1.14 "Job Class" shall mean Child and Youth Worker (CYW), Social Worker, Indigenous Student Advisor (ISA) and Attendance Counsellor.
- 1.15 "Regional Area" shall mean an organizational subdivision of the Bargaining Unit into the geographical areas: North, South, and Central.
- 1.16 "AMPA" shall mean the Annual Meeting of Provincial Assembly
- 1.17 "AMPA Delegate" shall mean a Member at AMPA, chosen in accordance with Provincial Bylaws 15.1, who has voting privileges.
- 1.18 "AMPA Alternate" shall mean a Member at AMPA who lacks voting privileges until the Alternate is seated to replace an absent Delegate or is recognized as an accredited voting member at AMPA.
- 1.19 "AMPA Delegation" shall mean the Delegates and Alternates selected by the Bargaining Unit according to the Bylaws.
- 1.20 "District Representative" Shall mean the Bargaining Unit members eligible to vote at the district table meetings.

Article 2: Name and Authority

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation District 1, PSSP (Professional Student Services Personnel).

2.2 No part of the PSSP Bargaining Unit Constitution, By-laws, Policy and/or Procedures shall contradict any part of the OSSTF/FEESO Provincial or District Constitution, By-laws, Policy and/or Procedures.

Article 3: Objectives of the Bargaining Unit

3.1 The objects of the Bargaining Unit shall include the current objects of OSSTF/FEESO, as follows:

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/FEESO equal collective bargaining rights including the right to strike.

3.1.3 To bargain collectively on behalf of its Active Members.

3.1.4 To promote and advance the cause of public education.

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.

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 the community.

3.1.9 To support and promote equal opportunity for members, employees, and students.

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, gender identity, socio-economic status, age, marital status, family status or disability.

Article 4: Membership

4.1 Member in good standing of OSSTF/ FEESO and is in the employ of District School Board Ontario North East in the following classifications: Child and Youth Worker, Social Worker, Attendance Counsellor, Indigenous Student Advisor.

Article 5: Dues and Levies

5.1 Members shall pay annual dues as prescribed in the By-laws of OSSTF/FEESO.

5.2 In addition to the dues prescribed by OSSTF/FEESO, 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:

6.1.1.1 President voted in accordance with the Bylaws.

6.1.1.2 One Vice President

6.1.1.3 Secretary

6.1.1.4 Treasurer

6.1.1.5 Chief Negotiator (elected by CBC)

6.1.2.1 And the following non-voting members:

6.1.2.1.1 Communications/Political Action Officer

6.1.2.1.2 Pay Equity Officer

6.1.2.1.3 Health and Safety Officer

6.1.2.1.4 Three Regional Area Representatives (North, South, Central)

6.1.2.1.5 Status of Women and Human Rights Officer

6.1.2.1.6 Education Services Officer

6.1.2.1.7 Equity, Anti-Racism & Anti-Oppression Officer

6.1.2.1.8 Constitution Officer

6.2 Except for the position of president, an Executive member may hold two positions simultaneously until such time that all positions can be filled.

6.2.1 If an Executive member holds two positions, they shall only hold voting rights for one position.

6.3 Bargaining Unit elections shall be held prior to the District 1, Ontario North East Annual General Meeting.

6.4 Bargaining Unit elected positions shall be for two-year terms

ARTICLE 7: AMENDMENTS TO THE CONSTITUTION

7.1 Amendments to the Articles may be made at an Annual General Meeting of the Bargaining Unit, to take effect immediately following the meeting.

7.2 Amendments to the Articles may be made by a two-thirds vote of the members present, qualified to vote and voting if notice of the proposal has been given to the membership in writing not less than fifteen 15 calendar days prior to the date of the General Meeting.

7.2.1 Where no such notice is given, amendments may be made by nine-tenths majority vote of the Members present, qualified to vote and voting.

ARTICLE 8: Parliamentary Authority

8.1 Meetings of the Bargaining Unit and / or Branches shall be conducted in accordance with the Rules of Order as outlined in the current OSSTF/FEESO Constitution and Bylaws.

ARTICLE 9: Electronic Meetings

9.1 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically. Under no circumstances can any part of the electronic meeting be recorded.

ARTICLE 10: Bylaws

10.1 The Bargaining Unit, in an Annual General Meeting called in accordance with the Bylaws, may pass Bylaws not inconsistent with this Constitution or its Bylaws concerning:

- 10.1.1 the procedures for the selection of its office holders
- 10.1.2 the management of its own internal organization and administration
- 10.1.3 the time, place, and conduct of its Annual General Meeting, and its other meetings
- 10.1.4 the establishment, amendment, or deletion of Bargaining Unit Procedures and / or Policies
- 10.1.5 the conducting of the Bargaining Unit's financial affairs, including the appointment of the auditors; and,
- 10.1.6 the administration and maintenance of the Collective Agreement which is in effect and applicable to the members.

Article 11: Standing Committees

11.1 The Executive may establish a committee of Bargaining Unit members to facilitate the management of the affairs of the Bargaining Unit in accordance with this Constitution.

BY-LAW 1: PSSP Bargaining Unit YEAR

1.1 The PSSP BU Year shall commence on July 1st and end on June 30th of the following year.

BY-LAW 2: MEETINGS

2.1 General Meetings may be called by a:

- 2.1.1 vote of the Executive
- 2.1.2 vote of Council
- 2.1.3 petition to the President by a minimum of 25% of the members of the Bargaining Unit of whom no more than half may be from one Branch.

2.2 Twenty-eight calendar days' advance notice of General Meetings of the Bargaining Unit must be given by the President in writing to the members via the Branch Representatives.

2.3 Notwithstanding 2.2, an Emergency General Meeting may be called by the President at the direction of the Executive or for the ratification of a Tentative Collective Agreement. The agenda of the Emergency Meeting must be stated. This agenda may be changed only by a 90% majority vote of the members present at the Emergency Meeting and voting. Such Emergency Meetings may be called on 48 hours' notice to the members.

2.4 There shall not be any voting by proxy during votes at General Meetings.

2.5 A quorum for any General meeting shall consist of the majority of the Members of the Membership present, qualified to vote and voting.

2.6 An affirmative vote by a majority of those Bargaining Unit members present constitutes adoption of any motion except amendments to the Articles and By-laws.

2.7 The Rules of Order for all General meetings shall be those currently in use by Provincial OSSTF.

2.8 There shall be an Annual General Meeting as defined in the By-laws.

2.9 At all meetings of Bargaining Unit Members, an anti-harassment officer will be appointed and the OSSTF/FEESO District Anti-harassment procedure shall be followed

2.10 The Executive shall meet at the call of the President.

2.10.1 A special meeting of the Executive may be called by the President or by written request of any two members of the Council. The written request shall specify the purpose of the special meeting.

2.10.2 All meetings shall be face - to - face.

2.10.3 Notwithstanding 2.10.2, in the event a member cannot attend a meeting in person, attendance by conference call may be permitted.

2.10.4 All meetings must allow for simultaneous aural communication.

2.10.5 A quorum of fifty percent of the Executive members shall be required for conducting Executive business (passing motions).

BY-LAW 3: ADHOC COMMITTEES

3.1 Ad hoc Committees may be set up at the discretion of the Bargaining Unit Executive. The members of the committee shall be members of the PSSP Bargaining Unit, but not necessarily members of the Executive.

BY-LAW 4: MEETING EXPENSES

4.1 Upon presentation of receipts, Bargaining Unit members shall be reimbursed for authorized expenses.

4.2 Upon presentation of receipts, invited guests shall be reimbursed for authorized expenses.

4.3 Any member of PSSP Bargaining Unit may attend Executive meetings as an observer but shall not be allowed to vote and shall not be reimbursed for any expenses

BY-LAW 5: Collective Bargaining

5.1 The Collective Bargaining Committee may consist of a member from each job class as well as the Bargaining Unit President. Elections of the CBC shall take place at the Annual General Meeting prior to the end of the term of collective agreement.

5.2 The CBC shall elect a Chief Negotiator by secret ballot, prior to the end of the term of collective agreement.

5.3 The Bargaining Unit Executive shall appoint members to fill any vacancies.

5.4 Acceptance or rejection of a tentative agreement shall be by majority of the Members provided that reasonable effort is made to give every Member an opportunity to vote. In any case, voting must be completed not less than twenty-four hours nor more than seventy-two hours (Saturdays, Sundays and holidays exempted), after presentation to the Membership of the tentative agreement.

BY-LAW 6: Duties of the Collective Bargaining Committee

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

- 6.1.1 select a Chief Negotiator from the CBC
- 6.1.2 elect a table team from each job class according to the Bylaws
- 6.1.3 communicate regularly with the Members on the process of negotiation
- 6.1.4 seek the ratification of the Collective Agreement from Bargaining Unit Members

6.2 One full year prior to the expiration of the collective agreement, each job class will be represented by a Table Team that includes the Bargaining Unit President and the Chief Negotiator.

6.2.1 The PSSP Table Team shall include the Bargaining Unit President, the Chief Negotiator and two other members from the Collective Bargaining Committee

6.2.2 It shall be the duty of the Table Team to:

- 6.2.2.1 survey the membership from their job class
- 6.2.2.2 prepare a negotiating brief
- 6.2.2.3 seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF/FEESO
- 6.2.2.4 communicate regularly with the Collective Bargaining Committee

BY-LAW 7: Duties of Members

7.1 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/FEESO Provincial Bylaw.

BY-LAW 8: Duties of the Bargaining Unit Executive

8.1 It shall be the duty of the Executive to:

- 8.1.1 manage the affairs of the Bargaining Unit between Annual General Meetings.

- 8.1.2 propose a Bargaining Unit budget for presentation at the Annual General Meeting of the year.
- 8.1.3 establish procedures and policies 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
- 8.1.4 communicate regularly with the OSSTF/FEESO Members of the Bargaining Unit regarding the management of the PSSP Bargaining Unit
- 8.1.5 establish procedures for the ratification of the Collective Agreement
- 8.1.6 fill any vacant position on the Executive, on an interim basis by appointment, except for the position of President
- 8.1.7 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled
- 8.1.8 create a newsletter for OSSTF Provincial, District and Bargaining Unit information to be shared with the PSSP members

BY-LAW 9: Duties of the President

9.1 It shall be the duty of the President to:

- 9.1.1 To assume the role of Chief Executive Officer for the Bargaining Unit.
- 9.1.2 To call and preside over all Executive and General Meetings.
- 9.1.3 To perform the duties of the Bargaining Unit President as outlined in the OSSTF/FEESO Handbook.
- 9.1.4 To be an ex-officio member of all Bargaining Unit Committees
- 9.1.5 Report to the Bargaining Unit Executive and Members the activities and concerns of the District.
- 9.1.6 To report to the Members at the Annual General Meeting.
- 9.1.7 To represent the Bargaining Unit at Provincial PSSP sector Caucus meetings.
- 9.1.8 To represent all members of the Bargaining Unit fairly.
- 9.1.9 To attend Provincial, Regional and /or District Workshops and Meetings.
- 9.1.10 To report to the District Council
- 9.1.11 To attend Provincial Council as the Bargaining Unit representative.
- 9.1.12 To be a member of the District 1, Ontario North East delegation to AMPA.
- 9.1.13 In conjunction with the Treasurer, shall be a designated signing officer for all BU accounts.
- 9.1.14 To act as the bargaining unit Grievance Officer.

BY-LAW 10: Duties of Vice-President

10.1 It shall be the duty of the Vice President to:

- 10.1.1 To perform the duties of the President in the President's absence.
- 10.1.2 Inform the President and Executive of issues that have arisen

BY-LAW 11: Duties of the Grievance Officer (President)

11.1 It shall be the duty of the Grievance Officer to:

- 11.1.1 To report on a timely and regular basis to the Executive, Council, and the Membership and in so doing to respect the confidentiality of all Members in connection to said report
- 11.1.2 To attend approved Provincial and/or District workshops pertaining to the grievance process
- 11.1.3 To confer with the President and/or Grievance Committee, as required, in the evaluation of alleged grievances, analysis of relevant contract terms and the development of arguments and policies in pursuing the grievance procedure
- 11.1.4 To develop detailed knowledge of arguments and position of the Bargaining Unit on each grievance
- 11.1.5 To determine to what extent and in what areas legal counsel is required and seek advice from appropriate sources i.e., Provincial/District
- 11.1.6 To consult with any Member who feels he/she has a grievance, collect relevant information, and advise the Member of:
 - 11.1.6.1 The ramifications if the Bargaining Unit assumes and pursues the grievance
 - 11.1.6.2 The possible alternatives to a grievance and potential remedies for a grievance
 - 11.1.6.3 The right to appeal

BY-LAW 12: Grievance Procedure

12.1 The Grievance process shall be as follows:

- 12.1.1 A Grievance shall be defined as any matter arising from interpretation, application, alleged violation of the collective agreement.
- 12.1.2 The Grievance Officer, in accordance with Article 11 of this constitution, and after consultation with Provincial Office Secretariat and/or legal counsel, shall make the decision whether the Bargaining Unit will file a grievance or grievances in accordance with the timelines established in the Collective Agreement.
- 12.1.3 The Grievance Officer shall keep the Member informed of the status of the grievance including the decision, any denial of the grievance and the rationale for the decision.
- 12.1.4 The Grievance Officer shall inform the Member of the right to appeal the decision including a copy of this By-Law and a list of the Members of the appeals committee which shall include the Chair of the Bargaining Unit Council, one Executive Officer and three (3) other Council Members not on the Grievance Committee.

BY-LAW 13: Duties of Equity, Anti-Racism & Anti Oppression Officer

13.1 It shall be the duty of the Equity, Anti-Racism & Anti-Oppression Officer to:

- 13.1.1 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 at the local level
- 13.1.2 assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation
- 13.1.3 assist Members to navigate and access OSSTF/FEESO spaces
- 13.1.4 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks

- 13.1.5 assist in the establishment of a local equity, anti-racism, and anti-oppression committee
- 13.1.6 assist in the preparation of local OSSTF/FEESO materials relating to equity
- 13.1.7 assist the Executive regarding equity issues

BY-LAW 14: Duties of the Constitution Officer

14.1 It shall be the duty of the Constitution Officer to:

- 14.1.1 be the Chair of the Constitution Committee
- 14.1.2 facilitate, with the contributions of the Committee, revisions of the Bargaining Unit Constitution, Bylaws and Procedures
- 14.1.3 represents the Committee at Bargaining Unit General Meetings.

BY-LAW 15: Duties of the Secretary

15.1 It is the duty of the Secretary to:

- 15.1.1 keep a record of the minutes of all Executive and General Meetings
- 15.1.2 submit the minutes to the Executive for approval
- 15.1.3 carry out the duties as may be assigned by the President
- 15.1.4 send out Newsletter to Members
- 15.1.5 maintain correspondence files
- 15.1.6 update the Constitution as necessary following any amendments and distribute to each member a copy of the changed Constitution at the next meeting of the Bargaining Unit

BY-LAW 16: Duties of the Treasurer

16.1 It is the duty of the Treasurer to:

- 16.1.1 carry out the duties as outlined in the OSSTF/FEESO By-Law
- 16.1.2 prepare a financial report for each meeting of the Executive
- 16.1.3 prepare a Bargaining Unit budget for presentation and approval at the Annual General Meeting
- 16.1.4 keep an account of all money received and distributed
- 16.1.5 deposit all money received in a chartered bank or trust company in the name of OSSTF District 1 PSSP
- 16.1.6 pay all authorized accounts by cheque and in accordance with the By-laws of the Bargaining Unit
- 16.1.7 apply to the Provincial OSSTF Treasurer for all available Provincial funds
- 16.1.8 act as one of the signing officers
- 16.1.9 ensure that all cheques are signed by himself/herself and one of the other signing officers
- 16.1.10 communicate pertinent information from the Treasurer's Handbook to the appropriate Executive members and/or Officers
- 16.1.11 to attend Provincial and/or District workshops/training pertaining to Treasurer duties when available

BY-LAW 17: Duties of the Chief Negotiator

17.1 It is the duty of the Chief Negotiator to:

- 17.1.1 to assume responsibility for the negotiation of a Collective Agreement and the renewal of the Collective Agreement for the Unit
- 17.1.2 chair the Bargaining Unit Collective Bargaining Committee
- 17.1.3 carry out the duties as outlined in the OSSTF/FEESO By-laws
- 17.1.4 report on a timely and regular basis to the Executive and the Members
- 17.1.5 attend Provincial, Regional and/or District CBC meetings and workshops
- 17.1.6 carry out the duties as may be assigned by the President

BY-LAW 18: Duties of the Communications/Political Action Officer

18.1 It shall be the duty of the Political Officer to:

- 18.1.1 identify issues which fall within the context of political action in District 1 Ontario North East
- 18.1.2 actively educate the membership, the Members of Provincial Parliament, and the public concerning matters that affect education
- 18.1.3 Identify the professional, curricular, and educational issues and concerns of the members and make recommendations to the District Council for policy, action, or research
- 18.1.4 provide advice and prepare discussion and position papers on educational issues including curriculum for the consideration of the District Council
- 18.1.5 perform such duties as are assigned by the President

BY-LAW 19: Duties of the Pay Equity Officer

19.1 It shall be the duty of the Pay Equity Officer to:

- 19.1.1 Carry out the duties as outlined in the OSSTF Bylaws.
- 19.1.2 Be responsible for the negotiation of pay equity and maintenance.
- 19.1.3 Gather information and provide updates on Pay Equity as requested by OSSTF Provincial Office.
- 19.1.4 To attend approved Provincial and/or District workshops/training pertaining to the pay equity process when possible.

BY-LAW 20: Duties of the Health and Safety Officer

20.1 It shall be the duty of the Health and Safety Officer to:

- 20.1.1 Carry out the duties as outlined in the OSSTF Bylaws.
- 20.1.2 Report on a timely and regular basis to the Executive and Members.
- 20.1.3 Investigate Health and Safety complaints from members.
- 20.1.4 Aid members during "refusal to work" situations.

20.1.5 Attend Provincial, Regional and/or District Health and Safety meetings and workshops

BY-LAW 21: Duties of the Educational Services Officer

21.1 It shall be the duty of the Educational Services Officer to:

21.1.1 Carry out the duties as outlined in the OSSTF Bylaws.

21.1.2 Attend pertinent workshops or meetings pertaining to Educational Services for members.

21.1.3 Inform the President and Executive of professional development and training opportunities available to members.

21.1.4 Maintain liaison with the District Educational Services Officer to coordinate professional development opportunities for Members.

BY-LAW 22: Duties of the Status of Women/Human Rights Officer

22.1 It shall be the duty of the Status of Women/Human Rights Officer to:

22.1.1 Carry out the duties as outlined in the OSSTF Bylaws.

22.1.2 Attend pertinent workshops or meetings pertaining to Status of Women/Humans Rights.

22.1.3 Inform the President and Executive of activities and events that pertain to Status of Women/Human Rights including but not limited to International Women's Day and December 6th National Day of Remembrance and Action on Violence Against Women.

22.1.4 Maintain liaison with the District Status of Women/Human Rights Officer to coordinate professional development opportunities for Members.

22.1.5 Promote understanding and awareness of issues of particular concern to women.

BY-LAW 23: Duties of the Regional Area Representatives

23.1 It shall be the duty of the Regional Area Representative to:

23.1.1 Carry out the duties, as determined by the President, assigned to that area.

23.1.2 Communicate regularly with the Members within their area.

23.1.3 Communicate problems to the Executive.

23.1.4 Report possible violations of the Collective Agreement to the Executive.

BY-LAW 24: Duties of the District Representatives

24.1 The duty of the District Representatives is to attend all regularly scheduled District Meetings.

24.2 The President and Vice-President shall each be a representative of the Bargaining Unit to all District Council Meetings

24.3 Each additional seat at the District table shall be filled by a member elected by the Executive.

24.4 The President may appoint a replacement for a District Representative who is unable to attend a District Council Meeting.

BY-LAW 25: Appeals Committee

25.1 Any member who wishes to appeal a decision made by the President and Grievance Officer to pursue or not pursue a grievance may do so.

25.2 Such appeal shall be made in writing.

25.3 The appeal shall be heard by the Executive Members, (Vice-President, Treasurer and Secretary) except for the President and Grievance Officer.

BY-LAW 26: ELECTIONS

26.1 Only Members of the Bargaining Unit may be candidates for office.

26.2 Elections for the Executive shall be by secret ballot at the Annual General Meeting.

26.2.1 Each candidate may name a scrutineer for the purposes of vote counting.

26.3 Written nominations for positions on the Executive shall be submitted to the Secretary at least fifteen (15) days prior to the Annual General Meeting.

26.4 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two (2) other Members to offices that had no written nominations submitted (15) days prior to the Annual General Meeting.

26.4.1 Any Member nominated to a position on the Executive shall have an opportunity to speak at the Annual General Meeting prior to elections. The speech shall be limited to 5 minutes for the candidates for President, 3 minutes for candidates for Vice President, and 1 minute for all other positions.

26.5 Elections for a position on the Executive shall be conducted in the order listed in Article 6 of the Constitution followed by election of District Representatives.

26.6 Everyone on the Bargaining Unit Executive except for the President shall be elected by a majority vote of those present, qualified to vote and voting.

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

26.8 The term of office for the Bargaining Unit Executive, except for the Chief Negotiator, shall be for two (2) years from July 1 to June 30.

26.9 The Collective Bargaining Committee shall be elected to the Committee by a vote of the membership at the AGM prior to the end of the term of a collective agreement. They will serve until the election of the new Collective Bargaining Committee.

BY-LAW 27: Voting Procedures

27.1 The Elections Officer shall oversee the counting of the ballots. The Elections Officer may appoint additional members, who cannot be associated with the campaign of a candidate, to assist with the counting of the ballots.

27.2 Each candidate may appoint a scrutineer.

27.3 Voting shall be done by secret ballot.

27.4 A candidate who receives a majority of the votes cast on any ballot shall be declared elected. Should no candidate receive a majority on the first ballot, the candidate receiving the fewest number of votes shall be dropped from succeeding ballots until a majority is reached. In the event of the two lowest candidates receiving the same number of votes, with more than three candidates on the ballot, both the tied candidates shall be dropped.

BY-LAW 28: Provincial Councillor Alternate

28.1 Procedures for Provincial Councillor Alternate:

28.1.1 Should the Bargaining Unit's Provincial Councillor be unable to attend a meeting of Provincial Council, the President shall select an alternate from members of the Executive.

BY-LAW 29: Executive Session

29.1 A body shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.

29.2 The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this House move into Executive Session, with the Chairperson in the Chair, minimal staff present, and the doors tiled."

29.3 All matters discussed in Executive Session shall remain confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.

29.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, where after they shall become part of the body's public record unless the body specifically directs otherwise.

29.5 Within Executive Session the standard rules of order shall be followed unless the body specifically directs otherwise.

29.6 A resolution to rise from Executive Session shall be moved at the end of the Session.

29.7 The resolutions directing the body to move into and rise from Executive Session are the only public record of the Executive Session.

29.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

BY-LAW 30: Calling a Special Meeting of the Membership

30.1 The Bargaining Unit membership shall meet at the call of the President or of any 15 members of the bargaining unit.

BY-LAW 31: Date of Annual General Meeting

31.1 The Annual General Meeting shall be held in May or June.

BY-LAW 32: ELECTRONIC MOTIONS

32.1 The PSSP President e-mails the message to all Bargaining Unit members simultaneously with the designation "OSSTF/FEESO Urgent PSSP BU Business" in the subject line declaring an online meeting and requesting that members respond within 48 hours.

32.2 Each member responds by "replying to all" acknowledging receipt of the message.

32.3 All members who have not responded will be contacted to ensure awareness of posted message.

32.4 Members must register their presence within 48 hours of the initial posting.

32.5 A quorum of council members is required for the process to continue.

32.6 The president requests a second.

32.7 Discussion takes place within a prescribed time frame usually 48 hours.

32.8 Once the discussion has taken place, the president calls for a vote and indicates the voting time frame, usually 24 hours.

32.9 Members register their vote with the code "OSSTF/FEESO Business VOTE" in the subject line voting yes, no or abstain and reply to all.

32.10 For the motion to pass, there must be a majority vote.

32.11 The president announces the result of the vote.

32.12 At the next scheduled business meeting, the motion, second and results of the vote must be entered into the regular minutes along with the appropriate BIRT.

33.13 Electronic motions cannot be used for the following purposes: to conduct strike votes, to change collective agreement language through minutes of understanding, ratification of tentative collective agreement, or constitutional amendments.

BY-LAW 33: Ratification Procedures of a Tentative Collective Agreement

33.1 The Collective Bargaining Committee shall make a recommendation regarding the ratification of a Tentative Collective Agreement to the membership at a General Meeting convened by the President at the request of the Collective Bargaining Committee.

33.2 A summary of the terms of the Tentative Collective Agreement shall be provided to the membership prior to the General Meeting when time provides.

33.3 The Chief Negotiator shall present the recommendation of the Collective Bargaining Committee to the membership at the General Meeting, explain the terms of the Tentative Collective Agreement, and answer questions from the membership.

33.4 Following the information session in c. above, the Chief Electoral Officer shall conduct a secret ballot, tabulate the results, and announce the results of the vote.

BY-LAW 34: ANTI-HARASSMENT POLICY AND PROCEDURE

34.1 There shall be an Anti-Harassment Policy and Procedure in effect for all functions of the Bargaining Unit including, but not limited to, all General, Council, Executive, and Committee Meetings.

34.2 There shall be an Anti-Harassment Appeals Procedure in effect allowing members to challenge findings arising from the aforementioned Procedure.

BY-LAW 35: ANTI-HARASSMENT APPEALS PROCEDURE

35.1 Members of the BU affected by a decision resulting from a complaint under the BU's Anti-Harassment Procedure may appeal this decision using the following procedure:

35.2 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the BU President for an Appeal Hearing.

35.3 Within two days of receiving the request, the BU President shall appoint three members of the BU Appeals Committee to consider the appeal.

35.4 Within three days, the BU Appeals Committee shall meet to consider the appeal.

35.5 The BU Appeals Committee shall review the complaint, the investigation process and findings, and the decision.

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

35.7 The decision of the BU Appeals Committee shall be consistent with the BU Anti-Harassment Policy and Procedures.

35.8 The BU Appeals Committee shall report the decision on the Appeal to the BU President within five (5) days after the meeting at which the Appeal is considered.

35.9 Within two days of receiving the decision of the BU Appeals Committee, the BU President shall communicate the decision to the Appellant in writing.

35.10 The decision of the BU Appeals Committee shall be considered final and not subject to any appeal.

BY-LAW 36: DEPENDENT CARE

36.1 If a unit officer attends an OSSTF meeting or workshop after school or on the weekend and incurs childcare costs in order to attend the meeting or workshop, the rate of remuneration shall be Paid as per provincial standard.

BY-LAW 37: OPERATIVE RESERVES

37.1 The Bargaining Unit Reserve account shall be used for:

37.1.1 Unforeseen or unbudgeted expenditures approved by the Bargaining Unit Executive by motion.

37.1.2 Protection of members associated with costs incurred to process grievances, arbitrations, collective bargaining, or legal advice beyond monies provided by Provincial OSSTF.

37.1.3 Release time for Bargaining Unit Officers'.

BY-LAW 38: AMENDMENTS TO THE BY-LAWS

38.1. Amendments to the By-Laws may be made by a simple majority vote of the Members present, qualified to vote and voting if 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.

38.1.1 Where no such notice is given, amendments may be made by a three-quarters majority of the Members present, qualified to vote and voting.

38.2 Amendments to Procedures and Policies shall be made at a General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

BY-LAW 39: VACANCIES

39.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of the President, the Bargaining Unit Executive shall continue to solicit nominations until the vacancy is filled.

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

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

BY-LAW 40: FINANCES

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

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

40.3 The Bargaining Unit Treasure shall prepare a draft budget for the next fiscal year to be presented at the meeting of the Executive prior to the AGM, and to be approved by a majority vote at the Annual General Meeting.

40.4 There shall be two signatories being the Bargaining Unit Treasurer and President.

40.5 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF/FEESO Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.