

**CONSTITUTION
OF THE
STUDENT SUPPORT PROFESSIONALS
BARGAINING UNIT
OF
OSSTF DISTRICT 6A THUNDER BAY**



May 2013

CONSTITUTION OF THE STUDENT SUPPORT PROFESSIONALS BARGAINING UNIT OF DISTRICT 6A THUNDER BAY OF THE OSSTF

DEFINITIONS

In this constitution:

1. "AGREEMENT" shall mean the current Collective Agreement in effect between the Thunder Bay Catholic District School Board and the Bargaining Unit.
2. "BARGAINING UNIT" shall mean a bargaining unit of OSSTF District 6A Thunder Bay.
3. "BOARD" shall mean the Thunder Bay Catholic District School Board.
4. "C.B.C." shall mean the Collective Bargaining Committee
5. "DISTRICT" shall mean the District 6A Thunder Bay Organization of the OSSTF.
6. "MEMBER" shall mean an Active Member of OSSTF.
7. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
8. "PAO" shall mean Political Action Officer.
9. "P.D." shall mean Professional Development.
10. "PSSP" shall mean Professional Student Services Personnel
11. "SSP" shall mean Student Support Person
12. "ECE" shall mean Early Childhood Educator

ARTICLE 1 - NAME

- 1.1 This organization shall be known as the "Student Support Professionals Bargaining Unit of District 6A Thunder Bay of the OSSTF".

ARTICLE 2 - AIMS

- 2.1 It shall be the aim of this Bargaining Unit:
 - 2.1.1 to promote and advance the cause of education;
 - 2.1.2 to further the professional development of all members;
 - 2.1.3 to promote and advance the interests of members and to secure conditions that will make possible the best professional service;
 - 2.1.4 to secure for members an active role in the formulation of educational policies and practices affecting the educational system;
 - 2.1.5 to protect the rights of members in good standing with OSSTF.

ARTICLE 3 - MEMBERSHIP

- 3.1 Membership in this Bargaining Unit shall include all **SSP, PSSP and ECE Members** in the employ of the Thunder Bay Catholic District School Board.

- 3.2 Associate, non-voting membership may be granted to those persons in this bargaining unit's area who are not in the employ of the Board but who become voluntary members of OSSTF.

ARTICLE 4 - BARGAINING UNIT ORGANIZATION

4.1 EXECUTIVE

- 4.1.1 This Bargaining Unit shall have an Executive consisting of:
- 4.1.1.1 a President, who shall be deemed the Chief Executive Officer of the Bargaining Unit for bargaining purposes;
 - 4.1.1.2 a Past President/Executive Officer;
 - 4.1.1.3 a Vice-President;
 - 4.1.1.4 a Secretary-Treasurer
 - 4.1.1.5 a Chief Negotiator
 - 4.1.1.6 Executive Officer

4.2 OFFICERS

- 4.2.1 This Bargaining Unit may have the following Officers:
- 4.2.1.1 a Status of Women Officer/Human Rights Committee representative;
 - 4.2.1.2 a Health and Safety Officer;
 - 4.2.1.3 a Political Action Officer;
 - 4.2.1.4 a P.D. representative;
 - 4.2.1.5 a Social/Charity representative;
 - 4.2.1.6 a Educational Services Officer
 - 4.2.1.7 any other officers as deemed necessary by the Bargaining Unit or called for by the District or Provincial Constitutions.

ARTICLE 5 - ELECTIONS

- 5.1 This Bargaining Unit shall elect its Executive in May for a two year term in each even year.
- 5.2 C.B.C. representatives shall be elected for terms as specified in By-Law I.
- 5.3 Notice of Bargaining Unit elections and the positions open for nomination shall be posted in each school two weeks prior to the meeting date.
- 5.4 Nominations for the Bargaining Unit's positions of President, Vice-President, Secretary-Treasurer, Chief Negotiator, and any designated Executive Officer(s) may come from the membership at large and shall normally be submitted to the Secretary one week prior to the elections.
- 5.5 Nominations may be accepted from the floor by the Executive, provided that no on-time nominations have been submitted. Such nominations must be seconded by at least three other Bargaining Unit members. General membership will be notified one week prior to elections at AGM of any nominations put forth.
- 5.6 The President, Vice-President, Secretary-Treasurer, Chief Negotiator, and any designated Executive Officer(s) shall be elected by secret ballot taken at the Annual General Membership Meeting.

- 5.7 Notwithstanding article 5.6, no election of Chief Negotiator shall occur during negotiations. Negotiations are deemed to begin when the brief is being written, and end, when the contract is signed or the negotiation team resigns. Elections for the new Chief Negotiator shall occur as soon as reasonably possible after the new contract has been ratified.
- 5.8 An unsuccessful candidate for one office may be nominated for another position subject to Article 5.5 of this Constitution.
- 5.9 All elected members of the Executive shall assume their duties on July 1st.
- 5.10 No member shall hold more than one (1) voting position on the Executive.

5.11 **ELECTION PROCEDURE**

- 5.11.1 The election of members of the Executive shall take place one (1) at a time in the following order:
 - 5.11.1.1 President;
 - 5.11.1.2 Vice-President;
 - 5.11.1.3 Secretary-Treasurer;
 - 5.11.1.4 Chief Negotiator;
 - 5.11.1.5 Executive Officers (2 if there is not a Past President)
- 5.11.2 All candidates may speak to their candidacies for a period not to exceed three (3) minutes.
- 5.11.3 The Presiding Officer, scrutineers and any other election officials shall be members of or be appointed by the Executive.

ARTICLE 6 - DUTIES OF THE BARGAINING UNIT ORGANIZATION

- 6.1 The **BARGAINING UNIT EXECUTIVE** shall:
 - 6.1.1 approve, amend or disapprove policies proposed to the Bargaining Unit Executive;
 - 6.1.2 advise the Executive Officers on matters requiring attention;
 - 6.1.3 advise Bargaining Unit committees on matters requiring attention;
 - 6.1.4 receive and consider reports and resolutions from individuals and committees and refer for appropriate action;
 - 6.1.5 appoint additional committees as required and specify chairperson, terms of reference, and budgetary requirements;
 - 6.1.6 approve the appointment of members to Bargaining Unit Committees;
 - 6.1.7 approve expenditures by the Bargaining Unit that have not been previously approved by the budget process;
 - 6.1.8 coordinate business between the Bargaining Unit and the Bargaining Unit Executive;
 - 6.1.9 coordinate business between the Bargaining Unit members and the Board;
 - 6.1.10 receive and implement policy passed by OSSTF;
 - 6.1.11 bring issues and concerns to the attention of the Bargaining Unit membership;
 - 6.1.12 maintain a liaison with the District, the Thunder Bay Catholic District School Board and its administration, and the community in order to promote the goals of the Bargaining Unit organization;

- 6.1.13 maintain a liaison with committee chairpersons and other Bargaining Units' Officers;
- 6.1.14 receive the budget from the Secretary-Treasurer;
- 6.1.15 with the exception of the Grievance Officer, function as a Grievance Appeals Committee plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive should a member wish to appeal a decision not to pursue a grievance;
- 6.1.16 to appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend
- 6.1.17 to select one AMPA delegate as determined under the OSSTF and District 6A constitutions
- 6.1.18 to appoint five (5) members to the Bargaining Unit Appeals Committee prior to September 30 of each year.
- 6.1.19 in the event of a vacancy on the Executive, the Executive may appoint a member in the Bargaining Unit to fill the vacancy for the remainder of the term.

6.2 **BARGAINING UNIT EXECUTIVE OFFICERS**

6.2.1 The **BARGAINING UNIT PRESIDENT** shall:

- 6.2.1.1 call and preside over all Executive meetings;
- 6.2.1.2 prepare an agenda for all Executive, and general membership meetings;
- 6.2.1.3 maintain a proper order of business at Executive and general membership meetings;
- 6.2.1.4 be the official spokesperson of the Bargaining Unit;
- 6.2.1.5 be an ex-officio member of all standing committees of the Bargaining Unit;
- 6.2.1.6 recommend to the Executive the appointment of: Health and Safety Officer, Political Action Officer, members of District Standing Committees and others as required;
- 6.2.1.7 represent the Bargaining Unit at District Council meetings;
- 6.2.1.8 call and preside over Bargaining Unit general membership meetings;
- 6.2.1.9 serve as a signing authority for the Bargaining Unit;
- 6.2.1.10 ensure that all records are kept for a period of at least five (5) years;
- 6.2.1.11 act as the Chief Executive Officer of the Bargaining Unit;
- 6.2.1.12 maintain liaison, with the assistance of other Bargaining Unit Officers, between the Bargaining Unit and all other levels of the organization;
- 6.2.1.13 determine issues and concerns of the Bargaining Unit and bring them to the OLRA Board and/or District Council;
- 6.2.1.14 keep a record of all District business and inform the Executive of the general business of the District;
- 6.2.1.15 attend all District general membership, and District Council meetings or arrange for an alternate to do so;
- 6.2.1.16 carry out those responsibilities assigned by the Bargaining Unit, District and Provincial organizations;
- 6.2.1.17 be responsible for the efficient functioning of the Bargaining Unit organization within guidelines established by Bargaining Unit, District and Provincial constitutions;

- 6.2.1.18 call regular meetings of the general membership and the Executive of the Bargaining Unit.
- 6.2.1.19 serve as the Bargaining Unit's Provincial Councillor and attends AMPA as a delegate for the Bargaining Unit
- 6.2.1.20 serve as the Bargaining Unit's Grievance Officer.
- 6.2.1.21 shall be released full-time to perform their duties unless amended by the Bargaining Unit.

- 6.2.2 The **PAST-PRESIDENT** shall:
 - 6.2.2.1 advise the President and Executive on the basis of her/his experience;
 - 6.2.2.2 act as Chairperson of the Constitution Committee;
 - 6.2.2.3 perform any other duties as the President may from time to time request;
 - 6.2.2.4 serve one (1) term only.

- 6.2.3 The **VICE-PRESIDENT** shall:
 - 6.2.3.1 perform the duties of the President in her/his absence or at her/his request;
 - 6.2.3.2 perform additional duties as requested by the President;
 - 6.2.3.3 serve as an alternate signing authority for the President of the Bargaining Unit;

- 6.2.4 The **EXECUTIVE OFFICER(S)** shall:
 - 6.2.4.1 be responsible for internal communications with the Bargaining Unit membership;
 - 6.2.4.2 act as a liaison to the Bargaining Unit Professional Development Committee and to other Board committees involved with professional development;
 - 6.2.4.3 inform the Bargaining Unit of developments in the area of Educational Services;
 - 6.2.4.4 perform any other duties as the President may from time to time request.

- 6.2.5 The **SECRETARY-TREASURER** shall:
 - 6.2.5.1 record minutes of all Bargaining Unit Executive and general membership meetings;
 - 6.2.5.2 arrange for duplication and distribution of minutes and reports;
 - 6.2.5.3 keep an accurate record of the Bargaining Unit's accounts and financial transactions;
 - 6.2.5.4 prepare an up-to-date financial report for each Executive meeting;
 - 6.2.5.5 serve as a signing authority for the Bargaining Unit in conjunction with the President;
 - 6.2.5.6 submit all vouchers to the District Secretary-Treasurer for payment;
 - 6.2.5.7 prepare and present in consultation with the Executive the Bargaining Unit budget for submission to the District Finance Committee.

- 6.3 The **CHIEF NEGOTIATOR** shall:
- 6.3.1 be elected according to procedures in By-law I with her/his term of office terminating with the election of the new chief Negotiator;
 - 6.3.2 report to the Bargaining Unit President on a continuing basis all proposed changes to the existing collective agreement;
 - 6.3.3 upon her/his election become a voting member of the District C.B.C.;
 - 6.3.4 report regularly on the status of the negotiations to the District C.B.C., Bargaining Unit Executive, and the general membership of the Bargaining Unit;
 - 6.3.5 give notice through the Bargaining Unit President to the Thunder Bay Catholic District School Board of the Bargaining Unit's desire to begin negotiations and , as soon as possible thereafter, in conjunction with the Negotiating Team, present the bargaining unit's position to the Board and commence negotiations;
 - 6.3.6 during her/his term of office coordinate the efforts of the Negotiating Team;
 - 6.3.7 present in consultation with the Bargaining Unit Executive the tentative Collective Agreement to the membership for ratification.
- 6.4 Each **COMMITTEE CHAIRPERSON** shall:
- 6.4.1 act in accordance with this Constitution and its related By-laws;
 - 6.4.2 determine issues and concerns of her/his committee and bring them before Executive;
 - 6.4.3 report to the Executive on a regular basis;
 - 6.4.4 coordinate the activities of her/his committee;
 - 6.4.5 submit to the Secretary-Treasurer in June, a budget proposal for the following year;
 - 6.4.6 prepare a report of the committee's activities for presentation at the Annual General Membership Meeting;
 - 6.4.7 turn over all records, reports and relevant materials to the incoming Chairperson;
 - 6.4.8 send notices of all meetings to the Bargaining Unit President;
 - 6.4.9 notify the Bargaining Unit President of the name of any committee member not meeting the attendance requirements as specified in By-Law 2.3;
 - 6.4.10 as outgoing Chairperson, call the first meeting of the incoming committee and supervise the election of a new Chairperson where appropriate.
- 6.5 The **GRIEVANCE OFFICER** shall:
- 6.5.1 assist in the implementation of the Grievance Article of the Collective Agreement upon request;
 - 6.5.2 advise the Executive on grievance related matters;
 - 6.5.3 present reports as she/he deems necessary to help clarify ambiguities in the Agreement.

- 6.6 The **POLITICAL ACTION OFFICER (P.A.O.)** shall:
 - 6.6.1 be responsible for implementing policy as outlined by the Provincial P.A.C. guidelines and as directed by the District Council and/or the Bargaining Unit;
 - 6.6.2 The officer shall develop and maintain a working relationship with other Political Action Officers or Political Action Committees from District 6A Thunder Bay.
- 6.7 The **GENERAL MEMBERSHIP** shall:
 - 6.7.1 keep informed of Federation policies, Bargaining Unit and District business;
 - 6.7.2 participate in the life and work of the Bargaining Unit and District;
 - 6.7.3 attend all Bargaining Unit and District general membership meetings;
 - 6.7.4 be knowledgeable about procedures to formulate policy in the Bargaining Unit and District;
 - 6.7.5 help formulate the policies of the Bargaining Unit and District;
 - 6.7.6 regard the business of the Bargaining Unit and District as private in nature;
 - 6.7.7 be diligent in advancing professional abilities and strive to improve the quality of education in Thunder Bay.

ARTICLE 7 - STANDING COMMITTEES OF THE BARGAINING UNIT

- 7.1 The following shall be the Standing Committees of the Bargaining Unit:
 - 7.1.1 Collective Bargaining;
 - 7.1.2 Constitution;
 - 7.1.3 Status of Women/Human Rights;
 - 7.1.4 Professional Development;
 - 7.1.5 Social/Charity;
 - 7.1.6 Labour Management;
 - 7.1.7 Supply Committee.
- 7.2 The Standing Committees shall be struck and their chairpersons appointed as outlined in By-Law I. Each committee shall operate under the guidelines specified in By-Law I.
- 7.3 Each committee shall report regularly to the Executive.
- 7.4 Each committee shall be responsible for preparing a budget for presentation to the Executive.
- 7.5 It shall be the duty of the outgoing chairperson of each committee to call the first meeting of the incoming committee and to supervise the election of a new chairperson where appropriate.
- 7.6 All committee work affecting Bargaining Unit policy must be submitted for approval by the Executive before any action is taken.

ARTICLE 8 - MEETINGS

8.1 GENERAL MEMBERSHIP MEETINGS:

- 8.1.1 General membership meetings may be called at the discretion of the Bargaining Unit President. There shall be one (1) general membership meeting each school year.
- 8.1.2 Notice of meetings shall be presented to the membership not less than ten (10) school days prior to the date of the meeting.
- 8.1.3 The Bargaining Unit President shall call a general meeting on receiving a written request from ten (10) members of the Bargaining Unit.
- 8.1.4 A written explanation of the reason(s) for the meeting shall accompany the request to the President.
- 8.1.5 The Bargaining Unit President shall call a general membership meeting within ten (10) days after receiving the above request and explanation.
- 8.1.6 Only members in good standing may vote to ratify a proposed collective agreement between the Board and the Bargaining Unit members.

8.2 The ANNUAL GENERAL MEMBERSHIP MEETING shall:

- 8.2.1 be held before the end of May;
- 8.2.2 include:
 - 8.2.2.1 election of the Bargaining Unit Executive during an even year;
 - 8.2.2.2 committee reports;
 - 8.2.2.3 reports from the Executive;
 - 8.2.2.4 resolutions from the membership.
 - 8.2.2.5 resolutions to amend membership levy
 - 8.2.2.6 resolutions to amend time release paid by the Bargaining Unit levy

8.3 The BARGAINING UNIT EXECUTIVE MEETINGS

- 8.3.1 Meetings of the Executive shall be held bi-monthly, September through June.
- 8.3.2 Notice of meetings shall be presented to all members of the Executive at least five (5) school days prior to the date of the meeting.
- 8.3.3 In addition to meetings as specified in Article 8.3.1 above, the Bargaining Unit President shall call an Executive meeting on receiving a written request from one (1) member of the Executive.
- 8.3.4 The Bargaining Unit President shall call a meeting of the Executive within ten (10) days after receiving the above request.

8.4 **WAIVER OF NOTICE**

8.4.1 Any general membership meeting of the Bargaining Unit may be held without notice as outlined in Article 8.2.2, if the majority of the Executive agree.

8.4.2 Any Executive meeting may be held without notice as outlined in Article 8.3.2, if the majority of the Executive agree.

8.5 **QUORUM**

Proper notice of meeting having been given, as in Article 8.1.2 and/or Article 8.3.2 or waiver of notice having been given as in Article 8.4.1 and Article 8.4.2, those members present shall constitute a quorum for that meeting.

8.6 **RULES OF PROCEDURE**

The Rules of Procedure shall be as outlined in By-Law II.

8.7 **PARTICIPATION**

Participation in Bargaining Unit meetings by the general membership shall be as outlined in By-Law II.

ARTICLE 9 - AMENDMENTS

9.1 Amendments to the Constitution and By-laws may be made at a general membership meeting by a two-thirds (2/3) vote of members voting in the case of amendments to the Constitution and by a simple majority vote of members voting in the case of amendments to the By-laws provided that:

9.1.1 notice of the proposed amendments shall have been given in writing to the Chairperson of the Constitution Committee, ten (10) days prior to the general membership meeting;

9.1.2 such notice shall have been forwarded by the Constitution Committee to the Executive five (5) days prior to the general membership meeting.

9.2 Interim amendments to the By-laws may be made at an Executive meeting by a eighty percent (80%) vote of Executive members voting and shall remain in force until voted on at the next general membership meeting in accordance with Article 9.1.

ARTICLE 10 - PRECEDENCE

10.1 This Constitution shall take effect immediately on ratification by the general membership and shall have precedence over any previous constitution of the Bargaining Unit. Any portion of this Constitution which is in contradiction with the Provincial OSSTF Constitution shall be superseded by the terms of the Provincial Constitution.

10.2 This Constitution will comply with the District 6A Thunder Bay Constitution of OSSTF.

**BY-LAWS OF THE STUDENT SUPPORT PROFESSIONALS
BARGAINING UNIT OF DISTRICT 6A THUNDER BAY OF THE
OSSTF**

BY-LAW I - STANDING COMMITTEES

1.1 APPOINTMENTS

Appointments to the Standing Committees shall normally be made by Executive at the General Membership Meeting.

1.2 TERM OF OFFICE

The normal term of office shall be from July 1 to June 30, unless otherwise specified in the By-Laws.

1.3 The COLLECTIVE BARGAINING COMMITTEE (C.B.C.) shall:

1.3.1 consist of no fewer than three (3) and no more than six (6) members appointed by the Executive. One of whom shall be the Chief Negotiator;

1.3.2 elect a chairperson from its members.

1.3.3 solicit names of members interested in being negotiators within one month of the election of the Chief Negotiator, and appoint, in consultation with the Chief Negotiator and the President, three (3) persons to serve on the Negotiating Team;

1.3.4 survey the membership to develop, in consultation with the Negotiating Team, the priorities for the coming set of negotiations;

1.3.5 receive on an ongoing basis the concerns of the members related to collective bargaining, respond to these concerns, and bring them to the attention of the Negotiating Team;

1.3.6 maintain a file of current statistical information required for the Negotiating Team;

1.3.7 assist the Negotiating Team in such areas as brief preparation and the organization of necessary strategic action;

1.3.8 be a communication link between the Negotiating Team and the general membership;

1.3.9 consult with the appropriate committee chairpersons.

1.3.10 meet regularly at least five (5) times during the school year or more often as the situation may dictate.

- 1.4 **The NEGOTIATING TEAM shall:**
- 1.4.1 consist of the Chief Negotiator, three (3) members appointed by the C.B.C. and the President;
 - 1.4.2 present, in cooperation with the C.B.C., a negotiations brief to the Executive;
 - 1.4.3 liaise closely with the C.B.C. on the progress of negotiations in order to ensure effective communications with the general membership;
 - 1.4.4 conduct negotiations in accordance with the Ontario Labour Relations Act respecting the Negotiation of Collective Agreements between the School Board and SSPs or its successors;
 - 1.4.5 attempt to negotiate a Collective Agreement which moves toward the realization of the SSP priorities and Provincial targets;
 - 1.4.6 present the tentative Collective Agreement for ratification at a general membership meeting.
 - 1.4.7 conduct a vote by secret ballot at the ratification meeting.
- 1.5 **The PROFESSIONAL DEVELOPMENT COMMITTEE (P.D.) shall:**
- 1.5.1 consist of three (3) members;
 - 1.5.2 elect its own chairperson;
 - 1.5.3 oversee, under the terms of the Agreement, and report to the Executive and to the Annual General Membership Meeting the distribution of monies from the P.D. fund and monies allocated by the Thunder Bay Catholic District School Board;
 - 1.5.4 appoint one (1) member of the P.D. Committee to:
 - 1.5.4.1 act as a treasurer for the P.D. Committee;
 - 1.5.4.2 prepare a P.D. Budget with the assistance of the P.D. Committee;
 - 1.5.4.3 prepare financial reports for the P.D. Committee;
 - 1.5.4.4 liaise with the secretary responsible for P.D. accounts at the Board Office;
 - 1.5.4.5 perform duties as requested by the P.D. chairperson;
 - 1.5.5 seek to encourage the professional growth of the members of the Bargaining Unit;
 - 1.5.6 ensure that all members of the Bargaining Unit are provided with a copy of the procedure for applying for P.D. funds.
- 1.6 **The SOCIAL/CHARITY COMMITTEE shall:**
- 1.6.1 consist of the Social/Charity representatives elected from the Bargaining Unit.
 - 1.6.2 choose its own chairperson who shall oversee the organization of all social activities sponsored by the Bargaining Unit.

1.7 **The CONSTITUTION COMMITTEE shall:**

- 1.7.1 consist of the Past President or other member of the Bargaining Unit Executive as chairperson and two (2) other members;
- 1.7.2 forward any notice of proposed amendments to the Constitution or By-laws to the Bargaining Unit ten (10) days before a general membership meeting provided that the notice is received ten (10) days before the general membership meeting by the chairperson of the Constitution Committee;
- 1.7.3 report to Executive on an on-going basis of any notice of proposed amendment to the Constitution or By-laws received by the chairperson of the Constitution Committee;
- 1.7.4 receive and explore concerns about the Constitution identified by the membership;
- 1.7.5 conduct an annual review of the Constitution and By-laws for presentation to Executive;
- 1.7.6 assist the membership as a resource in matters pertaining to the Constitution.

1.8 **The STATUS OF WOMEN/ HUMAN RIGHTS COMMITTEE shall:**

- 1.8.1 consist of the Status of Women/Human Rights Officer as Chair and two (2) other members appointed annually;
- 1.8.2 monitor the professional status of the members of the Bargaining Unit and advise the Executive of the need for appropriate action with respect to any developing trends;
- 1.8.3 provide a forum for the discussion of issues relevant to the professional careers of the members in the Bargaining Unit;
- 1.8.4 recommend to the Executive research and educational programmes designed to promote employment equity;
- 1.8.5 liaise with the Provincial Status of Women Committee, Provincial Human Rights Committee, the Thunder Bay Catholic District School Board and other appropriate community or educational groups concerning issues relevant to the professional careers of members and seek their assistance in meeting the needs of members as required.

1.9 **The LABOUR MANAGEMENT COMMITTEE shall:**

- 1.9.1 shall consist of the President, the Chief Negotiator and two (2) other members appointed annually by the Executive;
- 1.9.2 purpose is to discuss issues, concerns that may not be covered under the collective agreement and promote the professionalism of the bargaining unit to the Board

1.10 **The SUPPLY COMMITTEE shall:**

- 1.10.1 consist of three (3) members currently on the Supply list;
- 1.10.2 elect its own chairperson, who shall be the representative on the C.B.C.;
- 1.10.3 provide a forum for the discussion of issues relevant to the Supply members, especially concerns relevant to the Collective Agreement.

1.11 OTHER COMMITTEES

- 1.11.1 Any committees arising out of the Agreement or struck on an ad hoc basis, including those established by Executive during a period of negotiations dispute, shall serve under the terms specified in the Agreement or defined in the Executive minutes for the duration stated or until their objectives have been achieved. All major decisions of these committees affecting the Bargaining Unit must be approved by Executive.

BY-LAW II - ANTI-HARASSMENT AND ANTI-BULLYING POLICY

- 2.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.
- 2.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit Executive.

BY-LAW III - ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

- 3.1 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:
- 3.1.1 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.
- 3.1.2 Within two (2) days of receiving the request, the Bargaining Unit President shall appoint three members of the Bargaining Unit Appeals Committee to consider the appeal.
- 3.1.3 Within three days, the Bargaining Unit Appeal Committee shall meet to consider the appeal.
- 3.1.3.1 The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
- 3.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
- 3.1.3.3 The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.
- 3.1.4 The Bargaining Unit Appeal Committee shall report the decision of the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.
- 3.1.5 Within two (2) days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.
- 3.1.6 The decision of the Bargaining Unit Appeal committee shall be considered final and not subject to any appeal.

BY-LAW III - PROCEDURE

- 3.1 The Rules of Procedure for meetings shall be as specified in the OSSTF Handbook.
- 3.2 General meetings are open to any members of the Bargaining Unit. Members who wish to present a brief, motion or statement, other than through the Executive must inform the President in writing at least ten (10) days prior to the meeting for proper inclusion in the agenda.
- 3.3 Any voting member of the Executive who is absent for two (2) consecutive meetings of the Executive without providing for an alternate will be notified in writing by the District Secretary.
- 3.4 Failure by a voting member to attend three (3) meetings of the Executive and/or Standing Committees without providing for an alternate will result in the Bargaining Unit President declaring the position vacant and taking appropriate action to fill the vacancy. It is the responsibility of Standing Committee Chairpersons to bring to the attention of the Bargaining Unit President the names of committee members not meeting this attendance requirement.

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