



**CONSTITUTION AND BYLAWS
2014-2015**

Ontario Secondary School Teachers Federation

District 11

Thames Valley

**PROFESSIONAL STUDENT SERVICES
PERSONNEL BARGAINING UNIT**

PSSP Constitution and Bylaws

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Constitution

as amended May 18, 2012

Definitions:

In this Constitution

1. "OSSTF" shall mean the Ontario Secondary School 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 District 11, Thames Valley, OSSTF.
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 Unit is governed, and includes a basic organization of the Bargaining Unit.
6. "Bylaws" shall mean the standing rules governing the membership of the Bargaining Unit on 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. "Job Class Representative" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given job classification.
9. "General Meeting" shall mean a meeting of the Bargaining Unit Membership to conduct the business of the unit.
10. "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.
11. "Immediate Past President" for the purposes of the Constitution and Bylaws, the "Immediate Past President" shall be the person who held the position of President in "the year immediately prior to the year in which the person became the "Immediate Past President".

ARTICLE 1 - Name and Authority

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation District 11, Professional Student Services 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 to:
 - 2.1.1 uphold and maintain the Constitution, Bylaws and established practices of OSSTF and those of District 11, Thames Valley, as described in their respective constitutions.
 - 2.1.2 represent fairly the interests and concerns of its members with respect to the terms and conditions of employment by means of consultation and/or collective bargaining with the Thames Valley District School Board.
 - 2.1.3 establish reasonable Bylaws and Policies governing its members which shall not contravene those established by OSSTF or District 11, Thames Valley.
 - 2.1.4 uphold and maintain the code of Ethics and Standards of Practices of the respective professions of the membership.

ARTICLE 3 - Membership

- 3.1 Members shall include employees employed by the Thames Valley District School Board as Professional Student Services 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 (elected by CBC)

5.1.2.5 One Job Class Representative from each occupational job class. The Job classes shall be as defined in the Bylaws.

5.1.2.6 Grievance Officer

5.1.2.7 Immediate Past President

5.1.2.8 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

5.1.2.9 Health and Safety Officer

5.1.2.10 Education Services Officer

5.2 Collective Bargaining Committee

5.2.1 There shall be a Collective Bargaining Committee for the Bargaining Unit.

5.2.2 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator

5.3 Grievance Committee

5.3.1 There shall be a Grievance Committee consisting of the Bargaining Unit President, Chief Negotiator and Grievance Officer

5.4 District Committees

5.4.1 PSSP shall have representatives on the following District Committee:

5.4.1.2 AMPA Committee

5.4.1.3 District Executive Council

- 5.4.3.4 Communications and Excellence in Education Committee
- 5.4.1.5 Political Action Committee
- 5.4.1.6 Constitution Committee
- 5.4.1.7 Education Services Committee
- 5.4.1.8 Finance Committee
- 5.4.1.9 Health & Safety Committee
- 5.4.10 Human Rights and Status of Women Committee

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.

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 Meeting at the request of the President.
- 8.1.2 The Chairperson of any Bargaining Unit Standing Committee shall provide a written report of the committee's activities and recommendations at the Annual General Meeting of the Bargaining Unit. Such a report will also be furnished to the Bargaining Unit Executive at the request of the President

ARTICLE 9 – Amendment

- 9.1 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 to 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 twenty (20) percent or more of the Members make such a request in writing to the President.

BYLAW 2 - Executive Meetings

- 2.1 The Bargaining 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.
 - 4.1.1 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 two (2) years, from July 1 to June 30.
 - 5.8.1 Elections for the positions of President, Vice-President, Secretary-Treasurer, Chief Negotiator (elected by CBC), Health and Safety Officer, Educational Services Officer and Grievance Officer shall be held even-numbered years.
 - 5.8.2 Elections for the positions of Job Class Representatives: Psychologists, Psychological Associates, Psychometrists, Research and Assessment Associates, Social Work/Attendance Counsellors, Speech-Language-Audiology Services, School Support Counsellors Secondary, School Support Counsellors Elementary, First Nations Counsellors and Environmental Educators shall be held odd-numbered years.
- 5.9 Job Class Representatives shall be elected by members of that particular job class only and shall be elected prior to the Annual General Meeting with the elected member's name to be reported at the Annual General Meeting.

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 5- Rights, Privileges and Duties, Bylaw 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 a Grievance Committee which shall investigate and determine the manner in which grievances are conducted.
 - 7.1.6 establish procedures for the ratification of the Collective Agreement.
 - 7.1.7 fill any vacant position on the Executive, with the exception of the position of President which shall be filled in accordance with the Bylaws.
 - 7.1.8 attend workshops, conferences and meetings at the request of District 11 or Provincial Office.
 - 7.1.9 appoint a PSSP Health and Safety Representative to sit on the Board's Teaching Joint Health & Safety Committee

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 District Executive.

- 8.1.8 represent the Bargaining Unit at PSSP Mutual Concerns Committee meetings. (AGM 2007)
- 8.1.9 represent all members of the Bargaining Unit fairly whether they are OSSTF members or not.
- 8.1.10 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 8.1.11 to serve as the Bargaining Unit's Provincial Councillor
- 8.1.12 the Provincial Councillor(s) shall be a member(s) of the Bargaining Unit's AMPA delegation

- 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, the District Secretary and to each Job Class Representative.
 - 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 as outlined in the Bylaws.

- 8.4 The duties of the **Chief Negotiator** shall be to:
 - 8.4.1 Chair the Bargaining Unit Collective Bargaining Committee.
 - 8.4.2 be a member of the Negotiations Table Team. (AGM 2007)
 - 8.4.3 present tentative settlements or amendments to the Collective Agreement to the general membership prior to a ratification vote (AGM 2010)
 - 8.4.4 represent the Bargaining Unit at PSSP Mutual Concerns Committee meetings. (AGM 2007)
 - 8.4.5 report on a timely and regular basis to the Executive and the Members.
 - 8.4.6 carry out the duties as determined by the President.

- 8.5 The duties of the **Grievance Officer** shall be to:
 - 8.5.1 act as the Chair of the PSSP Mutual Concerns Committee. (AGM 2007)
 - 8.5.2 act as chair of the grievance committee

- 8.5.3 inform the President and Executive of all requests for assistance and potential grievances.
- 8.5.4 develop arguments and policies in pursuing the grievance procedure.
- 8.5.5 consult with any Member who feels he/she has a grievance and collect relevant information.

- 8.6 The duties of the **Immediate Past President** shall be to:
 - 8.6.1 carry out the duties as determined by the President.

- 8.7 The duties of the **Job Class Representative** shall be to:
 - 8.7.1 carry out the duties as determined by the President.
 - 8.7.2 carry out the duties as outlined in the Bylaws

- 8.8 The duties of the **Health and Safety Representative** shall be to: (AGM 2010)
 - 8.8.1 serve as a certified member of the T.V.D.S.B. Teaching Joint Health & Safety Committee,
 - 8.8.2 report, as required, to the PSSP Bargaining Unit Executive the proceedings of the Teaching Joint Health and Safety Committee and on general matters of health and safety ,
 - 8.8.3 be knowledgeable about health and safety issues,
 - 8.8.4 participate in workplace inspections as required through the Joint Health and Safety Committee terms of reference.

- 8.9 The duties of the **Education Services Officer** shall be to: (AGM 2010)
 - 8.9.1 forward information received from the Provincial Office to the Bargaining Unit Executive
 - 8.9.2 act as a liaison between the District Educational Services Committee and the Bargaining Unit Executive.

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 rescision 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 – Amendment

- 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 may be made by a majority vote of the members present, qualified to vote and voting provided that notice of the proposed amendments has been given to the membership in writing not less than twenty-one (21) calendar days prior to the date of the General Meeting. (AMPA 2007)
- 10.2.1 Where such notice has not been given, amendments may be made by a nine-tenths majority of the Members present, qualified to vote and voting.
- 10.3 Amendments to the Bylaw may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than twenty-one (21) calendar days prior to the date of the General Meeting. (AMPA 2007)
- 10.3.1 Where such notice has not been given, amendments may be made by a three-quarters majority vote of the Members present, qualified to vote and voting.
- 10.4 Any amendments to Procedures or Policy shall be ratified, rescinded or amended at the next General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

BYLAW 11 - Vacancy

- 11.1 If a vacancy occurs 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 the vacancy.
- 11.4 The position of Immediate Past President shall remain vacant unless the immediate previous President assumes the position.

BYLAW 12 - Job Class Representatives

- 12.1 The Bargaining Unit shall be divided into the following Job Classes:
Psychologists, Psychological Associates, Psychometrists, Speech- Language/Audiology Services, Social Work/Attendance Counsellors, School Support Counsellors Secondary, School Support Counsellor Elementary, Environmental Educators, Research and Assessment Associates and First Nations Counsellors
- 12.2 Job Class Representatives shall:
- a) communicate regularly with the Members within their job class;
 - b) communicate problems to the Executive;
 - c) report possible violations of the Collective Agreement to the Executive.

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 presentation at the January Executive Meeting and the Annual General Meeting. (AGM 2007)
- 13.3 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on the OSSTF Bargaining Unit or District expense voucher forms with the appropriate receipts, within spending guidelines and with appropriate approval.
- 13.3.1 Vouchers drawn on the Bargaining Unit account shall require one (1) of two (2) signatures being either the Treasurer or the Bargaining Unit President.
- 13.4 Each member of PSSP shall contribute a levy of 0.12% of gross pay remitted in accordance with their collective agreement or upon direction of the PSSP Treasurer

BYLAW 14- Collective Bargaining

- 14.1 The Collective Bargaining Committee shall consist of at least six members including: One CBC Job Class Representative from each job class. class only. (AGM 2007)
- 14.3 The CBC shall elect a Chief Negotiator.
- 14.4 The CBC shall elect a Negotiating Table Team. (AGM 2007)
- 14.5 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) survey the membership
 - b) prepare a negotiating brief
- 15.2 It shall be the duty of the Negotiating Table Team to:
- a) seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF .
 - b) communicate regularly with the Members on the progress of negotiations.
 - c) Members shall assemble in one meeting place for the purpose of receiving information, of asking questions of clarification regarding the proposed collective agreement and for the purpose of voting. Ratification procedures will be in accordance with the Ontario Labour Relations Act
 - d) provide Members with a written copy of the Tentative Agreement at least twenty-four (24) hours before a ratification vote.
 - e) seek assistance from Provincial OSSTF Negotiators. (AGM 2007)
- 15.3 The Negotiating Table Team shall remain in place for the duration of the negotiating process. (AGM 2007)

BYLAW 16 - Duties of the Grievance Committee

16.1 Grievance Committee – Membership

16.1.1 The grievance Committee shall consist of three members

- 1) President of the Bargaining Unit
- 2) Chief Negotiator of the Bargaining Unit
- 3) Grievance Officer of the Bargaining Unit

16.1.2 In the event a member of the Grievance Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate from the Bargaining Unit will be appointed by the Executive to become the representative

16.2 Grievance Committee – Terms of Reference

16.2.1 The purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance and to resolve the grievance. A grievance is defined as a complaint concerning the interpretation, administration or alleged violation of the Collective Agreement.

16.2.2 All grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, and to the grievor(s)

16.3 Membership Appeals Committee

16.3.1 No member of the Grievance Committee shall serve as a member of the Membership Appeals Committee. The Membership Appeals Committee shall consist of three members: these members will be voted t their positions by the Bargaining Unit

16.3.2 In the event a member of the Membership Appeals Committee is directly involved in a possible grievance, that person will be excused from the committee and an alternate will be appointed by the Membership Appeals Committee to become the representative

- 16.3.3 The Membership Appeals Committee shall be named no later than October 1st of each school year and such information shall be communicated to the membership
- 16.3.4 All decisions by the Membership Appeals Committee shall be by simple majority
- 16.4 Membership Appeals Committee – Terms of Reference
 - 16.4.1 The purpose of the Membership Appeals Committee shall be to determine, based on an appeal carried forward by a member(s), if a decision made by the Grievance Committee is to upheld or reversed
 - 16.4.2 All grievance and appeals are confidential to the Grievance Appeals Committee, the Bargaining Unit Executive, and to the grievor(s)
 - 16.4.3 Procedures for the Membership Appeals Committee:
 - 16.4.3.1 An advisor shall be one member of the Bargaining Unit, who may be chosen by the member(s) appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Membership Appeals Committee
 - 16.4.3.2 The member(s) asking for an appeal of the decision of the Grievance Committee will be invited to attend a meeting or conference call of the Membership Appeals Committee to present their case
 - 16.4.3.3 The member(s) appealing the decision will have an opportunity to present the case with the assistance of the advisor
 - 16.4.3.4 If the Grievance Committee recommends that a grievance, or portion of a grievance, not be carried forward, the Chair of the Grievance Committee shall state such reasons, in writing
 - 16.4.3.5 The member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chair of the Grievance Committee
 - 16.4.3.6 The Membership Appeals Committee will consider the appeal in Executive Session after both parties have been excused and will communicate their decision, in writing, to the member(s) and the Chair of the Grievance Committee, within ten working days

BYLAW 17 - Provincial Councillor

- 17.1 the Bargaining Unit President will be a member of Provincial Council
- 17.2 an alternate may be appointed, approved by motion of the Bargaining Unit Executive, to represent the Bargaining Unit at Provincial Council if the Bargaining Unit President is unable to attend

BYLAW 18 - Delegate(s) to AMP A

- 18.1 The delegate to AMPA shall be the Provincial Councillor
- 18.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and Bylaws.
- 18.3 Should additional delegates be needed, or if the President be unable to attend AMPA, delegate(s) shall be appointed by the PSSP Executive

BYLAW 19 – Standing Committees

- 19.1 The Bargaining Unit Executive shall establish each year the following Standing Committees:
 - 19.1.1 Grievance Committee, with the Grievance Officer as Chair
 - 19.1.2 Collective Bargaining Committee, with the Chief Negotiator as Chair
 - 19.1.3 A negotiating team (when negotiations with the Employer are required), which shall include the Chief Negotiator and the President among its members
 - 19.1.4 Health and Safety Committee, with the Health and Safety Officer as Chair
 - 19.1.5 Finance Committee, with the Treasurer as Chair
 - 19.1.6 Any further Standing Committee required of the Bargaining Unit by the District or Provincial Bodies of OSSTF
 - 19.1.7 The Executive may create other Standing Committees as deemed necessary for carrying out the business of the Bargaining Unit
 - 19.1.8 Constitution Committee
- 9.2 All Standing Committees of the Bargaining Unit shall have a member from the Bargaining Unit Executive as a committee member

BYLAW 20 - Appeals Procedure

- 20.1 Members of the Bargaining Unit affected by the Grievance Officer's decision to deny a grievance may appeal this decision using the following procedure. The Grievance Officer shall not allow an appeal to stale date a grievance.
 - 20.1.1 Within three days of the decision, the affected member (herein called the Appellant) shall request in writing from the PSSP President an Appeal Hearing.
 - 20.1.2 Within two days of receiving the request, the PSSP President shall appoint three voting members of the Executive to an Appeal Committee.
 - 20.1.2.1 Notwithstanding 20.1.2, neither the PSSP President nor the Grievance Officer shall be appointed to the Appeal Committee.
 - 20.1.3 Within three days, the Appeal Committee shall meet to hear the appeal.
 - 20.1.4 The PSSP President shall notify the Appellant, the Grievance Officer and the Appeal Committee of the date and time of the Appeal Hearing.
 - 20.1.5 The Appellant may bring one other OSSTF member for support.
 - 20.1.6 The Appeal Hearing shall be conducted as follows:
 - 20.1.6.1 The Grievance Officer shall give his/her reasons for denying the grievance.
 - 20.1.6.2 The Appellant shall give his/her reasons why the grievance should not be denied.
 - 20.1.6.3 Each side shall have one opportunity for rebuttal and summation.

- 20.1.7 Within two days, the Appeal Committee shall render its judgment, with reasons, either in support of the grievance or against it.
- 20.1.8 Within two days, the PSSP President shall communicate in writing the decision of the Appeal Committee to the Appellant.
- 20.1.8.1 The judgment shall be considered final and not subject to appeal.
- 20.1.9 In the case where the Appeal Committee finds for the Appellant, the Grievance Officer shall proceed with the grievance forthwith in the manner outlined in the Collective Agreement.

Bylaw 21 – Anti Harassment Policy

- 21.1 All members of the District 11 PSSP shall respect and adhere to the District 11 Anti Harassment Policy and Procedures contained in Bylaw 10 of the District 11 Constitution.
- 21.2 A designated harassment officer will be appointed at all PSSP meetings and functions
- 21.2 District 11 PSSP Complaint Procedures
- Step 1 The member claiming to have been harassed should make it clear to the other member that he or she finds the behavior offensive, and ask that it be stopped. This can be done personally, either verbally or in writing, or with the assistance of a third party
- Step 2 If the behaviour recurs or persists, or the claiming member (claimant) does not feel safe in approaching the other member, the claimant should speak with the designated harassment officer(s) (DHO) and ask the officer for assistance. For all PSSP executive and committee meetings, the DHO will be the Federation Services Officer assigned. If, for some reason, no DHO has been designated, the member should speak with the Federation Services officer (FSO) or the Executive member in charge of the meeting/event to ask that one be appointed
- Step 3 The DHO will investigate the complaint promptly, which may include separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During the process, the DHO with the approval of the PSSP Bargaining Unit President may remove the respondent member temporarily from the meeting if circumstances warrant. The investigation shall be handled confidentially; however, all complaints will be reported immediately by the DHO to the PSSP Bargaining Unit President and the District President.
- Step 4 If the complaint cannot be resolved informally, the claimant will be asked to put his or her concerns and all relevant information in writing. If the claimant chooses to provide his or her concerns in writing, it will be submitted to the PSSP Bargaining Unit President, and the Federation Services Officer or Executive Member in charge. Under normal circumstances, actions will include conducting an investigation, determining if the behavior falls under the definition of harassment, and deciding on appropriate remedial action. The parties involved, including the respondent and the claimant, will receive a written report stating the findings and any action(s) taken. Resolutions may include, but are not limited to, apologies, warnings, temporarily limiting access, or removal/exclusion from current and/or future meetings/events. If a decision is made to remove or exclude that member, the District President can hear an appeal and decide whether the decision could be amended or upheld. Decisions may be reviewed by Provincial Judicial Council on the request of the member. None of the above restricts a member's right to file a complaint with the Ontario Human Rights Commission or make a complaint to police.

