



**CONSTITUTION AND BYLAWS
of the**

**PROFESSIONAL STUDENT SERVICES
PERSONNEL BARGAINING UNIT**

Ontario Secondary School Teachers Federation

District 11

Revised June 2026

PSSP Constitution and Bylaws

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Articles

ARTICLE 1 - Definitions

- 1.1 All definitions shall be as specified in Bylaw 1 of the OSSTF/FEESO Constitution.
- 1.2 "Bargaining Unit" shall be used to designate the district organization of Professional Student Services Personnel (PSSP).
- 1.3 "District" shall mean District 11, Thames Valley, OSSTF.
- 1.4 "Member" shall mean an active Member (in good standing) of the PSSP Bargaining Unit who is a Member of OSSTF.
- 1.5 "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.
- 1.6 "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.
- 1.7 "Executive" shall mean those members as determined in Article 6.1.
- 1.8 "Executive Officers" shall mean President, Vice-President, Secretary-Treasurer, Chief Negotiator, Health and Safety Officer, Educational Services Officer, Pay Equity Officer, Grievance Officer and Equity, Anti-Racism and Anti-Oppression Officer.
- 1.9 "Job Class Representative" shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities within a given job class.
- 1.10 "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.
- 1.11 The position of "Past President" will stand for one (1) year after leaving the President position. (AGM2024)

ARTICLE 2 - Name and Authority

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation District 11, Professional Student Services Personnel.
- 2.2 This Constitution cannot contravene the Provincial OSSTF/FEESO Articles of Amendment, Bylaws, Constitution and Regulations, Policies or Procedures.
- 2.3 The Bargaining Unit Constitution cannot contravene the District Constitution, Bylaws, Policies or Procedures.
- 2.4 This Constitution is established under the **Articles of Amendment**, Bylaws, Constitution and **Regulations** of the Ontario Secondary School Teachers' Federation, a provincial body, which is a federation affiliate of the Ontario Teachers' Federation, and, where silent on a matter, The **Articles of Amendment**, Bylaws, Constitution, **Regulations**, Policies and Procedures of the Ontario Secondary School Teachers' Federation shall be used.

ARTICLE 3 - Objectives

- 3.1 The objectives of the PSSP Bargaining Unit shall be to:
 - 3.1.1 uphold and maintain the Constitution, Bylaws and established practices of OSSTF and those of District 11, Thames Valley, as described in their respective constitutions.
 - 3.1.2 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.
 - 3.1.3 establish reasonable Bylaws and Policies governing its Members which shall not contravene those established by OSSTF or District 11, Thames Valley.
 - 3.1.4 uphold and maintain the code of Ethics and Standards of Practice of the respective professions of the Membership.

ARTICLE 4 - Membership

- 4.1 Members shall include employees employed by the Thames Valley District School Board as Ontario Secondary School Teachers Federation Professional Student Services Personnel.

ARTICLE 5 - Dues and Levies

- 5.1 Members shall pay annual dues as prescribed in the Bylaws of OSSTF.
- 5.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit.

ARTICLE 6 - Organization

6.1 **Bargaining Unit Executive**

- 6.1.1 The voting members of the Executive are the Executive Officers and one Job Class Representative from each occupational job class. Executive Officers consist of the following:
 - 6.1.1.1 President/Grievance Officer
 - 6.1.1.2 Vice President
 - 6.1.1.3 Secretary-Treasurer
 - 6.1.1.4 Chief Negotiator
 - 6.1.1.5 Equity, Anti-Racism and Anti-Oppression Officer
 - 6.1.1.6 Constitution Officer
 - 6.1.1.7 Communications/Political Action Officer
 - 6.1.1.8 Health and Safety Officer
 - 6.1.1.9 Education Services Officer
 - 6.1.1.10 Pay Equity Officer
- 6.1.2 The Executive also contains the Immediate Past President as a non-voting member

6.2 Collective Bargaining Committee

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

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

6.3 Grievance Committee

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

6.4 District Committees

6.4.1 PSSP shall have representatives on the following District Committees:

6.4.1.1 AMPA Committee

6.4.1.2 District Executive Council (DEC)

6.4.3.3 Communications and Excellence in Education Committee

6.4.1.4 Political Action Committee

6.4.1.5 Constitution Committee

6.4.1.6 Education Services Committee

6.4.1.7 Finance Committee

6.4.1.8 Health & Safety Committee

6.4.1.9 Equity and Inclusion Committee

ARTICLE 7 - Meetings

7.1 Frequency of Executive Meetings shall be established in the Bylaws.

7.2 There shall be an Annual General Meeting as defined in the Bylaws.

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

ARTICLE 8 - Collective Bargaining

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

ARTICLE 9 - Standing Committees

9.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.

9.1.1 The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Meeting at the request of the President.

9.1.2 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.

9.2 The executive may establish a committee of the Bargaining Unit members to facilitate the management of the affairs of the bargaining unit in accordance with this constitution.

ARTICLE 10 – Amendments

10.1 Amendments to the Articles of the Constitution may be made:

10.1.1 at any duly constituted meeting of the General Membership, by a two-thirds affirmative vote of the members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing at least three weeks in advance of the meeting at which the motion to amend is to be presented.

10.1.2 at any duly constituted meeting of the General Membership, by a nine-tenths affirmative vote of the members qualified to vote, present and voting, when previous notice as in 10.1.1 has not been given.

10.1.3 at a properly constituted meeting of the Bargaining Unit Executive, provided that nine tenths of those qualified to vote, present and voting, vote in favour thereof.

10.1.3.1 changes approved in 10.1.3 shall be submitted to the next General Membership meeting for ratification.

10.2 Amendments to the Bylaws may be made:

10.2.1 at any duly constituted meeting of the General Membership, by a simple majority of the members qualified to vote, present and voting, provided that notice of the proposed amendment shall have been given in writing at least three weeks in advance of the meeting at which the motion to amend is to be presented.

10.2.2 at any duly constituted meeting of the General Membership, by a two-thirds affirmative vote of the members present, qualified to vote and voting, when previous notice as in 10.2.1 has not been given.

10.2.3 at a properly constituted meeting of the Bargaining Unit Executive, provided that nine-tenths of those qualified to vote, present and voting, vote in favour thereof.

10.2.3.1 changes approved in 10.2.3 shall be submitted to the next General Membership meeting for ratification.

ARTICLE 11 – Electronic Meetings

11.1 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.

11.2 Standing rules for electronic meetings can be adopted, as necessary, by the executive or committee to suit their needs.

11.3 An anonymous vote conducted through the designated Internet meeting service or any other online voting procedure approved by the Bargaining Unit, shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by a ballot.

ARTICLE 12 – Bylaws

12.1 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:

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

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 seven (7) calendar days before 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.
- 1.4 All voting shall occur under the Rules of Orders determined under the Bylaws/Regulations of the OSSTF/FEESO.
- 1.5 All meetings must allow for simultaneous aural communication.
- 1.6 **Executive Session**
 - 1.6.1 The General Membership shall move into Executive Session whenever it must consider either matters relating to personnel or matters of serious importance to the body.
 - 1.6.2 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 tyled."
 - 1.6.3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF/FEESO. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.
 - 1.6.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven years, whereafter they shall become part of the Unit's public record unless the Membership specifically directs otherwise.
 - 1.6.5 Within Executive Session, the standard rules of order shall be followed unless the Membership specifically directs otherwise.

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.
- 2.3 **Format of Meetings**
 - 2.3.1 All meetings shall be face-to-face.
 - 2.3.2 All meetings must allow for simultaneous aural communication.
- 2.4 **Executive Session**
 - 2.4.1 The Executive shall move into Executive Session whenever it must consider either

matters relating to personnel or matters of serious importance to the body.

- 2.4.2 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 tyled."
- 2.4.3 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session. Violation of this provision of confidentiality is punishable under the disciplinary procedures of OSSTF/FEESO. The Minutes of an Executive Session shall be read and acted upon only in an Executive Session.
- 2.4.4 The Minutes of an Executive Session shall be kept in a secure location for a period of seven (7) years, whereafter they shall become part of the Unit's public record unless the Executive specifically directs otherwise.
- 2.4.5 Within Executive Session, the standard rules of order shall be followed unless the Executive specifically directs otherwise.
- 2.4.6 A resolution to rise from Executive Session shall be moved at the end of the Session.
- 2.4.7 The resolutions directing the Executive to move into and rise from Executive Session are the only public record of the Executive Session.
- 2.4.8 Any resolution arising from Executive Session which requires public action shall be reported in the resolution to rise from Executive Session.

BYLAW 3 - Quorum

- 3.1 Each voting member of the Executive Council shall have one vote and a quorum shall be a majority of voting members.
- 3.2 A quorum for the Annual General Meeting shall consist of those Members present, qualified to vote and voting.
- 3.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting.
- 3.4 Standing rules for electronic meetings can be adopted, as necessary, by the executive or committee to suit their needs.
- 3.5 An anonymous vote conducted through the designated Internet meeting service or any other online voting procedure approved by the Bargaining Unit, shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by a ballot.
- 3.6 Electronic Meeting: Platform Features
 - 3.6.1 The Public Chat function must be turned off. Private Chat function can be turned on if it is being used as a mechanism for members to be recognized in debate.

- 3.6.2 The Voting or Polling system can be used as long as it displays the results of the vote.
- 3.6.3 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

BYLAW 4 – Voting at Convened General Meetings

- 4.1 Any 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 Member 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 PSSP may be candidates for office.
- 5.2 **Elections for the Executive Officers**
 - 5.2.1 Elections for Executive Officers shall be held on even-numbered years.
 - 5.2.2 The Federation Services Officer assigned to PSSP Shall serve as the Elections Officer.
 - 5.2.3 The Elections Officer shall make nomination forms available to members 20 days before nominations are due.
 - 5.2.4 Any member in good standing may run for a position and/or make a nomination.
 - 5.2.5 Written nominations for Executive Officers shall be submitted to the District Office no more than twenty (20) business days and no less than five (5) business days prior to the Annual General Meeting. They must include the names and signatures of the nominator and nominee.
 - 5.2.6 Elections for the Executive Officers shall be in the order listed in Article 6 of the Constitution.
 - 5.2.7 Any Member of the Bargaining Unit may be nominated "from the floor" before the nominations are declared closed by the Chairperson as long as they are supported by two (2) other Members as the mover and the seconder of the motion to nominate.
 - 5.2.8 If candidates wish to make speeches, such speeches shall occur during the Annual General Meeting.
 - 5.2.9 Elections for Executive Officers shall be by secret ballot at the Annual General Meeting. The Elections Officer shall oversee the counting of the ballots and may appoint additional members, who cannot be associated with the campaign of a candidate, to assist with the counting of the ballots. Each candidate may appoint a

scrutineer.

5.2.10 Executive Officers shall be elected by the vote of those present, qualified to vote and voting.

5.2.11 A candidate who receives the highest vote count on any ballot shall be declared elected. If there are more than two candidates, the candidate receiving the fewest number of votes shall be dropped, and subsequent ballots will occur until a candidate receives the highest vote count. If there are only two candidates remaining and the vote is tied, the successful candidate will be determined by a coin toss.

5.2.12 The term of office for Executive Officers shall be for two (2) years, from July 1 to June 30.

5.3 Elections for the Job Class Representatives

5.3.1 “Job Class Representatives” shall come from the following Job Classes: Psychologists, Psychological Associates, Psychometrists, Research and Assessment Associates, Social Work/Attendance Counsellors, Speech-Language Pathologists, Audiologists, School Support Counsellors, Indigenous Counsellors, Environmental Educators and Behaviour Analysts.

5.3.2 Written nominations for Job Class Representatives shall be submitted to the District Office no more than twenty (20) business days and no less than five (5) business days prior to the Annual General Meeting.

5.3.3 Elections for Job Class Representatives shall be held on odd-numbered years.

5.3.4 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.

5.3.5 If a job class repo position remains open, any members of the job class may be nominated “from the floor” supported by two (2) other members of the same job class as the mover and the seconder of the motion to nominate. (AGM2024)

5.3.6 The term of office for Job Class Representatives shall be for two (2) years, from July 1 to June 30.

5.4 Election of Representative(s) to the Annual Meeting of the Provincial Assembly (AMPA)

5.4.1 The Bargaining Unit Executive shall call for and receive from the Membership nominations for the position of Representative(s) to the Annual Meeting of the Provincial Assembly.

5.4.2 All voting Members of the Executive shall be eligible to cast a ballot.

- 5.4.3 Votes may be cast by those Executive Members present, qualified to vote and voting.
- 5.4.4 Successful candidates shall be those with the highest recorded vote count on one ballot.
- 5.4.5 A candidate who receives the highest vote count on any ballot shall be declared elected. If there are more than two candidates, the candidate receiving the fewest number of votes shall be dropped and subsequent ballots will occur until a candidate receives the highest vote count. If there are only two candidates remaining and the vote is tied the successful candidate will be determined by a coin toss.
- 5.4.6 The successful candidate in a tie vote shall be the one with the highest vote count.
- 5.4.7 A list and vote count shall be maintained of the unsuccessful candidates.
- 5.4.8 This list shall be used, according to the highest votes received, to replace an elected Representative should circumstances necessitate the withdrawal of a Representative.

5.5 Election of District Councillors (AGM2024)

- 5.5.1 The election will occur at the first PSSP Executive Meeting on even-numbered years for a two (2) year term.
- 5.5.2 Only members of the current PSSP Executive may express an interest to be a member of the District Executive Council (DEC).
- 5.5.3 Nominations will be open for one (1) week prior to the first meeting of the PSSP Executive Meeting.
- 5.5.4 If more than one (1) nomination comes forward, an election will occur by secret ballot at that first meeting. A candidate who receives the highest vote count on any ballot shall be declared elected. If there are more than two candidates, the candidate receiving the fewest number of votes shall be dropped, and subsequent ballots will occur until a candidate receives the highest vote count. If there are only two candidates remaining and the vote is tied, the successful candidate will be determined by a coin toss.
- 5.5.5 Any vacancies in the position of PSSP DEC Member that occur prior to the end of the term shall be filled by appointment of the PSSP President.

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 Bylaws.

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.

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 be the spokesperson for Professional Student Services Personnel.
- 8.1.3 call and preside over all Executive and General Meetings.
- 8.1.4 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.
- 8.1.5 assume the role of Grievance Officer and chair of the Mutual Concerns Committee meetings.
- 8.1.6 be an ex-officio Member of all Bargaining Unit committees.
- 8.1.7 report to the Bargaining Unit Executive and Members the activities and concerns of the District.
- 8.1.8 report to the Members at the Annual General Meeting.
- 8.1.9 be a Member of the District Executive.
- 8.1.10 represent all Members of the Bargaining Unit fairly whether they are active OSSTF

Members or not.

8.1.11 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled

8.1.12 serve as the Bargaining Unit's Provincial Councillor.

8.1.13 attend AMPA as the Bargaining Unit's Provincial Councillor.

8.1.14 Board and Community Responsibilities:

8.1.14.1 monitor the activities of TVDSB and its administration

8.1.14.2 monitor the administration of the Collective Agreement and ancillary documents and maintain their proper application with the direct assistance of the District Federation Services Staff.

8.1.14.3 act as a liaison with community groups

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 Chair the PSSP Executive meetings.

8.2.3 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 attend District Finance Committee meetings

8.3.4 report on a timely and regular basis to the Executive and Members

8.3.5 carry out the duties as may be assigned by the President.

8.3.6 carry out the duties as may be assigned by the District Treasurer.

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 the lead member of the Negotiations Table Team.

8.4.3 present tentative settlements or amendments to the Collective Agreement to the general Membership prior to a ratification vote.

8.4.4 represent the Bargaining Unit at PSSP Mutual Concerns Committee meetings.

- 8.4.5 report on a timely and regular basis to the Executive and the Members.
- 8.4.6 attend regional Protective Services Committee meetings.
- 8.4.7 carry out the duties as may be assigned by the President.
- 8.5 The duties of the **Grievance Officer** shall be to:
 - 8.5.1 chair the PSSP Mutual Concerns Committee.
 - 8.5.2 chair the Grievance Committee.
 - 8.5.3 inform the Executive of the status of grievances.
 - 8.5.4 attend approved provincial and/or District workshops pertaining to the grievance process.
 - 8.5.5 develop detailed knowledge of arguments and positions of the Bargaining Unit on each grievance.
 - 8.5.6 consult with Provincial Office Secretariat and/or legal counsel to decide whether the Bargaining Unit will file a grievance or grievances in accordance with the timelines established in Article L12 of the PSSP Collective Agreement.
 - 8.5.7 keep the relevant Member informed of the status of the grievance including the decision, any denial of the grievance, and the rationale for the decision.
 - 8.5.8 inform the relevant Member of the right to appeal the decision, including a copy of this Bylaw, and a list of Members of the Grievance Appeals Committee.
- 8.6 The duties of the **Immediate Past President** shall be to:
 - 8.6.1 retain the position for a term of one (1) year.
 - 8.6.2 provide advice at the request of the President.
 - 8.6.3 voluntarily attend Executive Meetings
- 8.7 The duties of the **Job Class Representative** shall be to:
 - 8.7.1 communicate regularly with the Members within their job class.
 - 8.7.2 communicate concerns/questions to the Executive.
 - 8.7.3 report possible violations of the Collective Agreement to the Executive.
 - 8.7.4 carry out the duties as determined by the President.
- 8.8 The duties of the **Health and Safety Officer** shall be to:

- 8.8.1 serve as a certified Member of the Joint Health & Safety Committee.
- 8.8.2 report, as required, to the PSSP Bargaining Unit Executive the proceedings of the 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 requested.
- 8.8.5 attend provincial Health and Safety Conferences.
- 8.9 The duties of the **Education Services Officer** shall be to:
 - 8.9.1 be a member of the District Educational Services Committee.
 - 8.9.2 report, as required, to the PSSP Bargaining Unit Executive.
- 8.10 The duties of the **Equity, Anti-Racism and Anti-Oppression Officer** shall be to: (AGM 2023)
 - 8.10.1 attend PSSP Executive meetings as a voting member.
 - 8.10.2 attend Equity Officers' Conference
 - 8.10.3 assist with the implementation and evaluation of strategic equity initiatives and priorities
 - 8.10.4 help build awareness on equity, anti-racism and anti-oppressive issues in the Bargaining Unit.
 - 8.10.5 support and amplify equity and sovereignty seeking groups within the Bargaining Unit.
 - 8.10.6 liaise with other Equity and Anti-Racism, Anti-Oppression Officers and appropriate committees and community organizations within the District to coordinate initiatives.
 - 8.10.7 make recommendations to the PSSP Executive to assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation.
 - 8.10.8 attend and provide a report to DEC as a non-voting member on a rotational basis with the other Bargaining Unit's Equity, Anti-Racism, and Anti-Oppression Officers.
- 8.11 The duties of the **Constitution Officer** shall be to:
 - 8.11.1 be a member of the District Constitution Committee.
 - 8.11.2 chair the PSSP Constitution Committee.

- 8.11.3 act as liaison between the Bargaining Unit and Provincial Office with regards to constitutional matters.
- 8.11.4 ensure annual review of the Constitution is prepared and presented to the Bargaining Unit Executive and Annual General Meeting in accordance with the regulations of this Constitution.
- 8.11.5 ensure that the Bargaining Unit Constitution is submitted annually to the Provincial Office for review.
- 8.11.6 attend any Regional or Provincial training or meetings regarding constitutions.
- 8.11.7 report, as required, to the PSSP Bargaining Unit Executive
- 8.12 The duties of the **Communications / Political Action Officer** shall be to:
 - 8.12.1 be a member of the District Political Action Committee.
 - 8.12.2 Promote political action to ensure legislation concerning labour structures and policies benefits the union's members.
 - 8.12.3 promote awareness among PSSP members of relevant political issues as directed by the Political Action Committee.
 - 8.12.4 attend approved Provincial, Regional and/or District Communications/ Political Action meetings and workshops.
 - 8.12.5 report, as required, to the PSSP Bargaining Unit Executive.
- 8.13 The duties of the **Pay Equity Officer** shall be to:
 - 8.13.1 establish and chair the Bargaining Unit Pay Equity Ad-Hoc Committee as needed.
 - 8.13.2 review the Pay Equity plan annually and advise the Executive on Pay Equity related matters.
 - 8.13.3 facilitate meetings with the Board to ensure maintenance of pay equity.
 - 8.13.4 attend all relevant meetings and workshops pertaining to the position or appoint a designate from the executive to attend in their place.
 - 8.13.5 report, as required, to the PSSP Bargaining Unit Executive.

BYLAW 9 - Duties of the General Meeting

- 9.1 A General Meeting of the Bargaining Unit may adopt or rescind Bylaws as long as the result is consistent with the Constitution and Bylaws of OSSTF concerning:
 - 9.1.1 election procedures for Bargaining Unit Officers.

- 9.1.2 the time and place and conduct of the Annual General Meeting and other special General meetings of the Bargaining Unit.
- 9.1.3 the formation of internal organizations and procedures.
- 9.1.4 the establishment, amendment or rescission of Bargaining Unit policy.
- 9.1.5 all other matters as deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

BYLAW 10 - Vacancy

- 10.1 If a vacancy occurs in any Bargaining Unit Executive Officer position, except the positions of the President and Chief Negotiator, the Bargaining Unit Executive shall solicit nominations and elect a Member to fill the vacancy until the end of the term of office.
- 10.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 10.3 If the President is unable to fulfill their duties, the Vice-President will become the Acting President
- 10.4 If the Vice-President is unable to fill the role of Acting President, the position of Acting President will be filled by the Chief Negotiator.
- 10.5 If the Chief Negotiator is unable to fulfill their duties, the position will be filled by a member of the CBC.
- 10.6 If a vacancy occurs in a Job Class Representative position, the job class will select a replacement. If a job class is unable to find a replacement, the position will remain vacant.
- 10.7 The position of Immediate Past President shall remain vacant unless the immediate previous President assumes the position.

BYLAW 11 - Finances

- 11.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 11.2 The Treasurer, as a member of the District Finance Committee, shall report to the Bargaining Unit Executive any decisions regarding administration and disbursement of funds in accordance with the District approved budget.
 - 11.2.1 The Treasurer shall present an up-to-date financial report of the Bargaining Unit for presentation at the January Executive Meeting and the Annual General Meeting.
- 11.3 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.
 - 11.3.1 Vouchers drawn on the Bargaining Unit account shall require one (1) of two (2)

signatures being either the Treasurer or the Bargaining Unit President.

- 11.4 Each Member of PSSP shall contribute a levy remitted in accordance with their collective agreement and the District Constitution.

BYLAW 12 - Provincial Councillor

- 12.1 The Bargaining Unit President will be a Member of Provincial Council.
- 12.2 An alternate may be appointed by the President to represent the Bargaining Unit at Provincial Council if the Bargaining Unit President is unable to attend.

BYLAW 13 - Representative(s) to AMPA

- 13.1 The Provincial Councillor is a representative to AMPA.
- 13.2 The number of representatives shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and Bylaws.
- 13.3 Should there be additional representatives, they shall be appointed in accordance with Bylaws.
- 13.4 An alternate may be appointed by the Provincial Councillor to represent the Provincial Councillor at AMPA if the Provincial Councillor is unable to attend.

BYLAW 14 – Standing Committees

- 14.1 The Bargaining Unit Executive shall establish each year the following Standing Committees:
 - 17.1.1 Collective Bargaining Committee, with the Chief Negotiator as Chair.
 - 17.1.2 Health and Safety Committee, with the Health and Safety Officer as Chair.
 - 17.1.3 Finance Committee, with the Treasurer as Chair.
 - 17.1.4 Constitution Committee, with the Vice President as Chair.
 - 17.1.5 Any further Standing Committee required of the Bargaining Unit by the District or Provincial Bodies of OSSTF.
- 14.2 The Executive may create other Standing Committees as deemed necessary for carrying out the business of the Bargaining Unit.
- 14.3 All Standing Committees of the Bargaining Unit shall have a Member from the Bargaining Unit Executive as a committee Member.

14.4 Collective Bargaining Committee (CBC)

14.4.1 Membership

- 14.4.1.1 The Collective Bargaining Committee shall consist of the President, Chief Negotiator and at least six (6) other Members representing differing job classes. Members of the Table Team of the previous round of negotiations may also be members of the Collective Bargaining Committee
- 14.4.1.2 Excluding President, Chief Negotiator and previous Table Team

members, up to one (1) Member from each job class can sit on the CBC.

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

14.4.2 Terms of Reference - It shall be the duty of the Collective Bargaining Committee to:

- 14.4.2.1 survey the Membership.
- 14.4.2.2 provide input into the negotiating brief.
- 14.4.2.3 recruit volunteers for the Negotiating Table Team.

14.4.3 Negotiating Table Team

- 14.4.3.1 The Negotiating Table Team shall consist of the President, Chief Negotiator and three (3) additional members from the Collective Bargaining Committee who express an interest.
- 14.4.3.2 Notification for the PSSP Table Team members shall be presented to the general membership if less than three (3) members of the CBC apply.
- 14.4.3.3 Available positions will be selected by the Chief Negotiator and President.
- 14.4.3.4 It shall be the duty of the Negotiating Table Team to:
 - 14.4.3.4.1 seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
 - 14.4.3.4.2 communicate regularly with the Members on the progress of negotiations.
 - 14.4.3.4.3 call a meeting for the Membership 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.
 - 14.4.3.4.4 provide Members with a summary of the proposed Tentative Agreement at least twenty-four (24) hours before a ratification vote.
 - 14.4.3.4.5 seek assistance from Provincial OSSTF Negotiators.
- 14.4.3.5 The Negotiating Table Team shall remain in place for the duration of the negotiating process.

14.4.4 Procedures for Ratification of Tentative Collective Agreements

- 14.4.4.1 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.

- 14.4.4.2 A summary of the terms of the Tentative Collective Agreement shall be provided to the membership prior to the General Meeting when time provides.
- 14.4.4.3 The Chief Negotiator shall present the recommendation of the Collective Bargaining Committee to the membership at the General Meeting, shall explain the terms of the Tentative Collective Agreement, and shall answer questions from the membership.
- 14.4.4.4 Following the General Meeting at which the terms of the Tentative Collective Agreement are presented, the Electoral Officer shall conduct a secret ballot, tabulate the results and announce the results of the vote.

14.5 Mutual Concerns Committee:

14.5.1 Membership

- 14.5.1.1 The Mutual Concerns Committee shall consist of the President/Grievance Officer the Chief Negotiator and at least 3 additional members as appointed by the President.

14.5.2 Terms of Reference

- 14.5.2.1 The purpose of the Mutual Concerns Committee shall be to address Member concerns and attempt a resolution with the Board at scheduled monthly Mutual Concerns meetings. If a resolution is not achieved, the matter will be referred to the Grievance Committee to determine if the complaint concerning the interpretation, administration or alleged violation of the Collective Agreement, is a valid grievance. The Mutual Concerns committee will report, as needed, to the PSSP Executive.

14.6 Grievance Committee

14.6.1 Membership

- 14.6.1.1 The Grievance Committee shall consist of the President/Grievance Officer the Chief Negotiator and the Federation Services Officer Liaison for PSSP.

- 14.6.1.2 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.

14.6.2 Terms of Reference

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

- 14.6.3 All grievances are confidential to the Members of the Grievance Committee and to the grievor(s).

14.7 Membership Appeals Committee

14.7.1 Membership

14.7.1.1 The Membership Appeals Committee shall consist of three members from the mutual concerns committee.

14.7.1.1.1 No Member of the Grievance Committee shall serve as a Member of the Membership Appeals Committee.

14.7.1.1.2 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 Bargaining Unit Committee to become the representative.

14.7.2 Terms of Reference

14.7.2.1 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.

14.7.2.2 All grievance and appeals are confidential to the Membership Appeals Committee, the Bargaining Unit Executive, and to the grievor(s).

14.7.2.3 All decisions by the Membership Appeals Committee shall be by simple majority.

14.7.3 Procedures

14.7.3.1 Member(s) 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.

14.7.3.2 If the Member disagrees with the decision of the Grievance Officer, the Member shall send a written letter of appeal to the PSSP Preseidnet within seven (7) days of the Grievance Officer's decision. The Member will included with their letter of appeal a written rationale for the appeal and all documents relating to the matter.

14.7.3.3 The PSSP President shall notify the Appellant, the Grievance Officer and the Membership Appeals Committee of the date and time of the Appeal Hearing, which must occur within three (3) business days.

14.7.3.4 The Appellant may bring one other OSSTF member to the Appeal Hearing to provide advice or support.

14.7.3.5 The Appeal Hearing shall be conducted in person or via conference call as follows:

14.7.3.5.1 The Grievance Officer shall give the reasons for denying the grievance.

14.7.3.5.2 The Appellant shall give their reason(s) why the grievance should not be denied.

14.7.3.5.3 Each side shall have one opportunity for rebuttal and summation.

14.7.3.5.4 Within two days, the Membership Appeals Committee shall render its judgment, with reasons, either in support of the grievance or against it, in writing, to the PSSP president.

14.7.3.5.5 Within two days, the PSSP President shall communicate in

- writing the decision of the Appeals Committee to the Appellant.
- 14.7.3.5.6 The judgment shall be considered final and not subject to appeal.
- 14.7.3.5.7 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.

14.8 Constitution Committee

14.8.1 Membership

- 14.8.1.1 The Constitution Committee consists of the Constitution Officer and other voluntary Bargaining Unit Executive Members.

14.8.2 Terms of Reference

- 14.8.2.1 The Duties of the Constitution Committee are to:
 - 14.8.2.1.1 Review the Constitution annually, prior to the Annual General Meeting and report to the Bargaining Unit Executive any or all necessary and proposed changes to the Bargaining Unit Constitution.
 - 14.8.2.1.2 Present motions to the Membership at the Annual General Meeting, for approval, in accordance with the Regulations of this Constitution.

Bylaw 15 – Anti Harassment Policy

- 15.1 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.

- 15.2 A designated harassment officer will be appointed at all PSSP meetings and functions

- 15.3 District 11 PSSP Complaint Procedures:

- Step 1 The Member claiming to have been harassed should make it clear to the other Member that they find the behaviour 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 Anti-Harassment officer(s) (AHO) and ask the officer for assistance. For all PSSP executive and committee meetings, the AHO will be the Federation Services Officer assigned. If, for some reason, no AHO 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 AHO 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 AHO 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 their concerns and all relevant information in writing. If the claimant chooses to provide their 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.

15.4 Appeals Procedure -There shall be an Anti - Harassment Appeals Procedure in effect allowing members to challenge findings arising from the aforementioned Policy. Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment Policy may appeal this decision using the following procedure:

15.4.1 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.

15.4.2 Within two (2) days of receiving the request, the Bargaining Unit President shall appoint 3 members of the Bargaining Unit Executive to form an Appeals Committee to consider the appeal.

15.4.3 Within five (5) days, the Appeals Committee shall meet to consider the appeal.

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

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

15.4.6 The decision of the Appeals Committee shall be consistent with the Bargaining Unit's Anti – Harassment Policy.

15.4.7 The Appeals Committee shall report the decision on the Appeal to the Bargaining Unit President within 5 days after the meeting at which the Appeal is considered.

15.4.8 Within two (2) days of receiving the decision of the Appeals Committee, the Bargaining Unit President shall communicate the decision to the Appellant in

writing.

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