

CONSTITUTION AND BYLAWS

of

Ontario Secondary School Teachers' Federation

District 23

Educational Support Staff



Revised July 1, 2023



TABLE OF CONTENTS

Definitions:	3
ARTICLE 1 - Name and Authority	4
ARTICLE 2 - Objectives	4
ARTICLE 3 - Membership	4
ARTICLE 4 - Dues and Levies	4
ARTICLE 5 - Organization	4
ARTICLE 6 - Meetings	5
ARTICLE 7 - Collective Bargaining	5
ARTICLE 8 - Standing Committees	5
ARTICLE 9 - Amendments	5
BY-LAW 1 - General Meetings	6
BY-LAW 2 - Executive Meetings	6
BY-LAW 3 - Quorum	6
BY-LAW 4 - Voting	6
BY-LAW 5 - Elections	6
BY-LAW 6 - Duties of Members	7
BY-LAW 7 - Duties of the Bargaining Unit Executive	7
<u>BY-LAW 8 - Duties of the of the Executive / Council Members.....</u>	<u>8</u>
BY-LAW 9 - Duties of the General Meeting	10
BY-LAW 10 - Amendments	11
BY-LAW 11 - Vacancy.....	11
BY-LAW 12 - Duties of Council	11
BY-LAW 13 Finances	12
BY-LAW 14 - Collective Bargaining	12
BY-LAW 15 - Duties of the Collective Bargaining Committee.	12
BY-LAW 16 - Grievance Committee	13
BY-LAW 17 - Delegates to Annual Meeting of the Provincial Assembly	13
BY-LAW 18 - President Release Time	13
BY-LAW 19 - Savings/Reserve Account	13

CONSTITUTION

Definitions:

In this Constitution

1. “OSSTF” shall mean the Ontario Secondary Teachers’ Federation.
2. “Bargaining Unit” shall be the Educational Support Staff Bargaining Unit which is the OSSTF organization of those members for whom OSSTF hold bargaining rights under the Ontario Labour Relations Act.
3. “District” shall mean OSSTF District 23, Grand Erie.
4. “Member” shall mean a Member of the ESS Bargaining Unit who is an active member of OSSTF in good standing.
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. “By-laws” shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.
7. “Policy” shall mean a stand or a position taken by the Bargaining Unit in accordance with its Bylaws on Matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
8. “General Meeting” shall mean a meeting of the Bargaining Unit membership to conduct the business of the unit.
9. “Procedures” shall mean the detailed rules established by the Bargaining Unit Executive to govern the “day-to-day” operation of the Bargaining Unit which are consistent with the constitution, bylaws, and policy.
10. “Job Class Representative” shall mean the Member of the Bargaining Unit who has been elected to coordinate OSSTF activities at the direction of the Bargaining Unit Executive within a given job class.
11. “Immediate Past President” for the purposes of the Constitution and By-Laws, 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 23, Educational Support Staff.
- 1.2 Any part of the Bargaining Unit constitution, By-laws, Policy, and/or Procedures which are in contravention to the OSSTF and/or District Constitution, By-laws, Policy and/or Procedures are null and void.

ARTICLE 2 - Objectives

- 2.1 The objectives of the ESS Bargaining Unit shall be to:
 - 2.1.1 uphold and maintain the Constitution, By-Laws and established practices of OSSTF and those of District 23, Grand Erie, as described in their respective constitutions.
 - 2.1.2 represent fairly the interest and concerns of its Members with respect to the terms and conditions of employment by means of consultation and/or collective bargaining with the Brant Haldimand Norfolk Catholic District School Board.
 - 2.1.3 establish reasonable By-Laws and Policies governing its Members which shall not contravene those established by OSSTF or District 23.

ARTICLE 3 - Membership

- 3.1 Members shall include employees in the following classifications, Office, Clerical, Technical, Educational Assistants, Child and Youth Workers, and Early Childhood Educators employed by the Brant Haldimand Norfolk Catholic District School Board who are Members of OSSTF.

ARTICLE 4 - Dues and Levies

- 4.1 Members shall pay annual dues as prescribed in the By-laws 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.
- 4.3 The ESS Bargaining Unit levy be set at \$25.00 per member to be deducted on the second pay in February of each year.

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 1st Vice-President
 - 5.1.2.3 2nd Vice-President / Secretary
 - 5.1.2.4 Chief Negotiator / Grievance Officer
 - 5.1.2.5 Treasurer
 - 5.1.2.5 Equity Officer (22)
- 5.2 Bargaining Unit Council
 - 5.2.1 There shall be a Bargaining Unit council, hereinafter referred to as the Council consisting of:
 - 5.2.2 The Executive

- 5.2.3 One (1) Job Class Representative from each of the following occupational job classes; Board Office, Clerical, Educational Assistant, Child and Youth Worker, Library Technician, Computer Technician, Early Childhood Educator.
- 5.2.4 Communications Officer
- 5.2.5 Past President
- 5.2.6 Health & Safety Committee Representative
- 5.2.7 Status of Women Committee Representative
- 5.2.8 Communications/Political Action Committee (CPAC) Representative
- 5.2.9 Human Rights Committee Representative
- 5.2.10 Educational Services Officer
- 5.2.11 Social Media Representative ⁽²⁰⁾

ARTICLE 6 - Meetings

- 6.1 Frequency of Executive and Council Meeting shall be established in the By-laws.
- 6.2 There shall be an Annual General Meeting as defined in the By-laws.
- 6.3 Special General Meetings may be convened in accordance with the By-laws.
- 6.4 Anti-Harassment Policy and Procedure: There shall be an Anti-Harassment Policy and Procedure in effect for the Annual General Meeting and for all meetings of OSSTF District 23 ESS Bargaining Unit.

ARTICLE 7 - Collective Bargaining

- 7.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the By-laws.
 - 7.1.1. The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

ARTICLE 8 - Standing Committees

- 8.1 There shall be Bargaining Unit Standing Committees as designated in the By-laws.
 - 8.1.1. The chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Meeting at the request of the President.

ARTICLE 9 - Amendments

- 9.1 Amendments to the constitution may be made at a General Meeting as provided in the By-laws.

BY-LAW 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.
- 1.1.1 The Annual General Meeting will rotate locations between Brant, Haldimand, and Norfolk on an annual basis, meaning it will be held in each location every third year. ⁽²²⁾
- 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 Electronic Meetings
 - 1.4.1 District 23 Executive may determine that a meeting will be held entirely by means of telephone, electronic or other communication method that permits all members to communicate adequately with each other, in the opinion of D23 ESS Executive. ⁽²¹⁾
 - 1.4.2 A person participating in a meeting by such means is deemed to be present at the meeting.
 - 1.4.3 Notwithstanding any other provision of these By-Laws any person participating in a meeting of Members pursuant to this section who is entitled to vote at the meeting by means of any telephone, electronic or other communication method that D23 ESS Executive has made available for that purpose. ⁽²¹⁾

BY-LAW 2 - Executive Meetings

- 2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than six (6) 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 The Bargaining Unit Council shall meet at least three (3) times per year at the call of the President or at the written request of three (3) Members of Council.

BY-LAW 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 an Annual General Meeting or a General Meeting shall be those members present, qualified to vote and voting.
- 3.3 A quorum of twenty (20) percent of the Council Members shall be required for doing business.

BY-LAW 4 - Voting

General Meeting

- 4.1 Any OSSTF Member of the Bargaining Unit may attend, speak, and vote at any duly convened General Meeting.
 - 4.1.2 Where a vote is held, any employee in the Bargaining Unit may vote by secret ballot on the ratification of a proposed collective agreement or a sanction against the employer.

Council Meeting

- 4.1.3 In voting on all matters each Member of Council is entitled to cast a vote.

BY-LAW 5 - Elections

- 5.1 Only Members of OSSTF District 23 ESS may be candidates for office.
- 5.2 Elections for the Executive (excluding Chief Negotiator/Grievance Officer) and Council shall be by secret ballot at the Annual General Meeting. ⁽¹⁷⁾

- 5.3 There shall be a Nomination Committee appointed by the Bargaining Unit Executive to bring forward a list of candidates for elections to the Bargaining Unit Executive and Council at the Annual General Meeting.
- 5.4 Candidates who wish their names to appear on the ballot may indicate their intention to run for office by submitting their name, supported by two (2) other Members signatures, to the District 23 ESS Nominations Committee, at least fifteen (15) days prior to the election after which nominations shall be closed. Names of such members will be posted on the District 23 ESS website. Members will be notified of such posting. ⁽²²⁾
- 5.5 When there is only one nomination received at closing for a position(s); the nominated person shall be acclaimed. except where there is the potential for a candidate to drop down to contest a lower position than the one for which he or she was nominated, sole candidates for lower positions that may be affected by a drop down will not be declared acclaimed unless the losing candidate(s) for the higher position declare, after defeat, that they do not intend to contest the lower position. When there is more than one nomination there shall be an election at the Annual General Meeting.
- 5.6 Notwithstanding the above, when there is a position which there were no nominations received at closing of nominations, nominations may be received from the floor supported by a mover and seconder at the Annual General Meeting.
- 5.7 Elections for the Executive (excluding Chief Negotiator/Grievance Officer) and Council shall be in the order listed in Article 5 of the Constitution. ⁽¹⁷⁾
- 5.8 Members on the Bargaining Unit Executive and Council shall be elected by the majority vote, 50% plus one, of those present, qualified to vote and voting.
- 5.9 Defeated candidates shall be considered for other offices if they choose.
- 5.10 Each candidate shall be entitled to one (1) scrutineer of their choice, to observe the counting of the ballots.
- 5.11 The term of office for the Bargaining Unit Executive and Bargaining Unit Council shall be for two (2) years, from July 1 to June 30.
- 5.12 Candidate Campaigning ⁽¹⁷⁾
 - 5.12.1 Campaigning shall not interrupt instructional periods of the school day. ⁽¹⁷⁾
 - 5.12.2 Members shall not use board email to promote candidates. ⁽¹⁷⁾
 - 5.12.3 Candidates may prepare one 8.5"x 11" page of literature to be forwarded to the Nominations Committee for posting on the ESS Webpage. Literature will only be posted the day after nominations close, as per By-law 5.4. ⁽¹⁷⁾

BY-LAW 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 By-Law 5 - Rights, Privileges and Duties, Section 2 - duties of Members.

BY-LAW 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 ESS Bargaining Unit Business.
- 7.1.5 establish procedures for the ratification of the Collective Agreement in accordance with the Labour Relations Act and the OSSTF Constitution and By-laws.
- 7.1.6 fill any vacant position on the Executive, with the exception of the position of President which shall be filled in accordance with the By-laws.
- 7.1.7 establish a grievance appeals committee which will consist of 3 members of the Bargaining Unit Council other than the grievance officer, plus one other member.
- 7.1.8 the grievance appeals committee shall establish procedures for dealing with grievance appeals and will also investigate and determine the manner in which grievances are conducted.
- 7.1.9 attend Provincial and/or District meetings and workshops pertaining to each Executive position.
- 7.1.10 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. ⁽¹²⁾
- 7.1.11 approve a negotiating brief
- 7.1.12 appoint a Chief Negotiator/Grievance Officer ⁽¹⁷⁾

BY-LAW 8 - Duties of the Executive Members / Council Members

- 8.1 The duties of the **President** shall be to:
 - 8.1.1 assume the role of Chief Executive Officer of the Bargaining Unit.
 - 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 be a Member of the District Executive.
 - 8.1.6 report regularly to the Bargaining Unit Executive, Council, and Members the activities and concerns of the District.
 - 8.1.7 report to the Members at the Annual General Meeting.
 - 8.1.8 represent all members of the Bargaining Unit fairly whether they are OSSTF members or not.
 - 8.1.9 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
 - 8.1.10 to serve as the Bargaining Unit's Provincial Councillor. ⁽¹²⁾
 - 8.1.11 be a member of the CBC table team.
 - 8.1.12 to serve as the Bargaining Unit's Pay Equity Officer. ⁽¹⁴⁾
 - 8.1.13 generate quarterly newsletter. ⁽²⁰⁾
 - 8.1.14 act as the bargaining unit secretary and perform all secretarial duties. ⁽²⁰⁾
 - 8.1.15 make a copy of the minutes of the Executive/Council meetings available to all members of Bargaining Unit electronically upon request ⁽²¹⁾
 - 8.1.16 a hard copy of the Executive/Council minutes will be kept in the Bargaining Unit Office ⁽²¹⁾

- 8.2 The duties of the **1st Vice-President** shall be to:
- 8.2.1 perform the duties of the President in the President's absence.
 - 8.2.2 carry out the duties as may be assigned by the President.
 - 8.2.3 chair Council meetings
 - 8.2.4 serve as the Bargaining Unit's Constitution Officer. (15)
- 8.3 The duties of the **2nd Vice-President** shall be:
- 8.3.1 carry out the duties as may be assigned by the President.
 - 8.3.2 attend regular meetings of the BHN Catholic District School Board.
- 8.4 The duties of the **Secretary** shall be to:
- 8.4.1 keep a record of the minutes of all Executive, Council, and General Meetings.
 - 8.4.2 send a copy of the minutes to each Member of the Executive and to each workplace where there are Members of the Bargaining Unit or workplace contact.
- 8.5 The duties of the **Treasurer** shall be to:
- 8.5.1 carry out the duties as may be assigned by the President.
 - 8.5.2 carry out the duties as may be assigned by the District Treasurer.
 - 8.5.3 carry out the duties as outlined in the By-Law 14.
 - 8.5.4 attend provincial, Regional and/or District Treasurer workshops.
- 8.6 The duties of the **Chief Negotiator** shall be to:
- 8.6.1 Chair the Bargaining Unit Collective Bargaining Committee.
 - 8.6.2 report on a timely and regular basis to the Executive and the Members.
 - 8.6.3 report regularly to the Secretariat Attached and the Regional Coordinator.
 - 8.6.4 attend Provincial, Regional and/or District CBC meeting and workshops.
 - 8.6.5 carry out the duties as determined by the President.
 - 8.6.6 be a member of the Bargaining Unit's AMPA Delegation. (16)
- 8.7 The duties of the **Grievance Officer** shall be to:
- 8.7.1 act as chair of grievance committee
 - 8.7.2 attend all Provincial, Regional and/or District Workshops pertaining to the grievance process.
 - 8.7.3 inform the President and Executive of all requests for assistance and potential grievances.
 - 8.7.4 develop arguments and policies in pursuing the grievance procedure.
 - 8.7.5 consult with any member who feels he/she has a grievance and collect relevant information.
- 8.8 The duties of the **Equity Officer** shall be to:
- 8.8.1 carry out duties as may be determined by the President
 - 8.8.2 attend Equity Conferences
 - 8.8.3 build awareness on equity, anti-racism, and anti-oppression issues in the Bargaining Unit. (22)

- 8.9 The duties of the **Communication Officer** shall be to:
- 8.8.1 coordinate the dissemination of information to Bargaining Unit Members at the instruction of the Executive and Council.
 - 8.8.2 work with the District and Provincial Communications Committee as required.
- 8.10 The duties of the **Immediate Past President** shall be to:
- 8.10.1 carry out the duties as determined by the President.
- 8.11 The duties of the **Job Class Representatives** shall be to:
- 8.11.1 represent the job classifications at Council.
 - 8.11.2 communicate regularly with the Members within the job classification.
 - 8.11.3 communicate problems and concerns to the Executive.
 - 8.11.4 report possible violations of the Collective Agreement to the Grievance Officer.
 - 8.11.5 to be a member of the Collective Bargaining Committee.
- 8.12 Duties of the **Education Services Officer** shall be to:
- 8.12.1 carry out duties as may be determined by the President
 - 8.12.2 attend Provincial, Regional and/or District Education Services Committee functions
- 8.13 Duties of the **Status of Women Representative** shall be to:
- 8.13.1 carry out duties as may be determined by the President
 - 8.13.2 attend Provincial, Regional and/or District Status of Women Committee functions
 - 8.13.3 serve as Equity Officer if position is not filled at the Annual General Meeting. (22)
- 8.14 Duties of the **Health and Safety Representative** shall be to:
- 8.14.1 carry out duties as may be determined by the President
 - 8.14.2 attend Provincial, Regional and/or District Health and Safety Committee functions
- 8.15 Duties of the **Human Rights Representative** shall be to:
- 8.15.1 carry out duties as may be determined by the President
 - 8.15.2 Attend Provincial, Regional and/or District Human Rights Committee functions
- 8.16 Duties of the **Social Media Representative** shall be to:
- 8.16.1 coordinate and maintain all information on social media for the bargaining unit. (20)

BY-LAW 9 - Duties of the General Meeting

- 9.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
- 9.1.1 election procedures for Bargaining Unit Officers. (12)
 - 9.1.2 the time and place and conduct of the Annual General Meeting and other special General meetings of the Bargaining Unit.

- 9.1.2.1 Materials to be presented at the Annual General Meeting will be provided electronically to those members who attend the AGM (21)
- 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 a deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

BY-LAW 10 - Amendments

- 10.1 Amendments to the constitution and By-Laws may be made at a General Meeting of the Bargaining Unit.
- 10.2 Amendments to the Constitution may be made by a two thirds majority vote of the members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership not less than fifteen (15) calendar days prior to the date of the General Meeting. Amendments received, will be posted on the District 23 ESS website. Members will be notified of such posting.
- 10.3 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.
- 10.4 Amendments to the By-Laws 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 not less than fifteen (15) calendar days prior to the date of the General Meeting. Amendments received, will be posted on the District 23 ESS website. Members will be notified of such posting.
- 10.5 Where such notice has not been given, amendment may be made by a three quarters majority vote of the Members present, qualified to vote and voting.
- 10.6 Amendments to Procedure and Policy shall be made at the next General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

BY-LAW 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 office.
- 11.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 11.3 Where the vacancy occurs in the position of President, the 1st Vice-President shall assume the position for the remainder of the term of office.
- 11.4 The position of Immediate Past President shall remain vacant unless the immediate Past President assumes the position.

BY-LAW 12 - Duties of Council

- 12.1 It shall be the duty of Council to:

- 12.1.1 promote within the Bargaining Unit the aims and objectives and activities of OSSTF.
- 12.1.2 keep the Bargaining Unit Members informed of its activities and the activities of all its committees.
- 12.1.3 inform the Bargaining Unit Members of any general meeting(s).
- 12.1.4 carry out any instruction of the Bargaining Unit as voted on by the Membership.
- 12.1.5 recommend to the Bargaining Unit Members the approval of the annual budget.
- 12.1.6 establish any Ad hoc Committees necessary for the conduct of the business of the Bargaining Unit.
- 12.1.7 oversee all its committees and to deal with all committee reports and submissions.
- 12.1.8 attend Council meetings. If a Council member misses three (3) consecutive meetings, with no reasonable explanation, they will be removed from their position. Vacancies will be filled in accordance with By-Law 11.1. ⁽¹⁴⁾
- 12.1.9 one or more representatives attend local labour council meetings.
- 12.1.10 approve additional bargaining unit member(s) to be a member of the District 23 AMPA Delegation. ⁽¹⁶⁾

BY-LAW 13 - Finances

- 13.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 13.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.
- 13.2.1 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for the presentation at each Executive Meeting, Council Meeting and the Annual General Meeting.
- 13.3 Vouchers drawn on the Bargaining Unit account shall require two signatories as designated by the Executive.
 - 13.3.1 One of the signatories must be the Treasurer.
- 13.4 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with the appropriate receipts, within the spending guidelines and with appropriate approval.
- 13.5 The ESS Bargaining Unit will donate \$100.00 each year per high school in the Brant Haldimand Norfolk Catholic District School Board for Graduation scholarships.

BY-LAW 14 - Collective Bargaining

- 14.1 The Collective Bargaining committee shall consist of at least (6) members including, One CBC Job Class Representative from each job class.
- 14.2 The Bargaining Unit Executive shall appoint members to fill any vacancies.
- 14.3 If the BU Executive cannot appoint a member to fill a job class vacancy for the Collective Bargaining Committee, the vacant job class will have no representation during the Collective Bargaining process. ⁽²²⁾

BY-LAW 15 - Duties of the Collective Bargaining Committee.

- 15.1 It shall be the duty of the Collective Bargaining Committee to:

- a) conduct a membership survey for the purpose of gathering opinions of members regarding issues and to prioritize them to use in accurately reflecting the membership needs.
- b) prepare a negotiating brief.
- c) prior to presenting the brief to the Board a meeting will be held to provide the membership with a summary of changes to the contract for information. ⁽¹⁵⁾
- d) represent the membership in negotiations for a collective agreement with the Brant Haldimand Norfolk Catholic District School Board.
- e) select a Negotiating Table Team of four (4) members, consisting of the President of the Bargaining Unit, the Chief Negotiator/Grievance Officer and two (2) other members of the CBC, that are not the same job classification, if possible, as the President and Chief Negotiator/Grievance officer, to represent the membership in negotiations for a collective agreement with the employer. For the purpose of this bylaw only, Clerical Rep and Board Office Rep will be considered same job class. ⁽²⁰⁾
- f) the Negotiating Table Team shall continue in office until a collective agreement has been ratified. ⁽²⁰⁾
- g) communicate regularly with the Members on the progress of negotiations.
- h) seek assistance from the Protective Services Department of OSSTF.
- i) to arrange for information and ratification meetings.
- j) provide members with a copy of the tentative agreement at least 48 hours prior to a ratification meeting.
- k) conduct a vote by secret ballot at the ratification meeting following the discussions and information regarding the tentative agreement.

BY-LAW 16 - Grievance Committee

- 16.1 It shall be the duty of the Grievance Committee to:
 - 16.1.1 consider complaints from Members who may have grievance against the employer.
 - 16.1.2 advise the Executive about potential grievances.
 - 16.1.3 assist Members who have legitimate grievances.

BY-LAW 17 - Delegates to Annual Meeting of the Provincial Assembly

- 17.1 The Provincial Councillor(s) shall be a member(s) of the Bargaining Unit's AMPA delegation. ⁽¹²⁾
- 17.2 The number of delegates shall be determined by the General Secretary of OSSTF in accordance with the OSSTF Constitution and By-Laws.

BY-LAW 18 - President Release Time

- 18.1 The ESS Bargaining Unit President shall have up to full time release from employment duties to fulfill the duties of Bargaining Unit President role as outlined in the OSSTF Handbook, District 23 ESS Constitution and By-laws.
- 18.2 The Bargaining Unit President will be paid at a rate of the highest paid members represented, Pay grid 8-8a and at year 3. ⁽²²⁾

BY-LAW 19 - Savings/Reserves Account

- 19.1 Monies in the Savings/Reserves account be designated as a General Reserve Fund. The General Reserve Fund will not exceed \$50,000.00. The reserve fund is for BU expenses not anticipated for in the yearly budget. (22)