# CONSTITUTION AND BY-LAWS

of

## Ontario Secondary School Teachers' Federation

Grand Erie District 23

**Professional Student Services Personnel** 

UPDATED: JULY 2023

### The Constitution and Bylaws of the PSSP Bargaining Unit District 23 Ontario Secondary School Teachers' Federation

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#### **ARTICLE 1 - Definitions**

- 1.1 In this Constitution and Bylaws:
- 1.1.1 "O.S.S.T.F." shall mean the Ontario Secondary School Teachers' Federation.
- 1.1.2 "Bargaining Unit" shall mean the Professional Student Services Personnel (PSSP) which is the O.S.S.T.F. organization of those members for whom O.S.S.T.F. holds bargaining rights under the appropriate legislation.
- 1.1.3 "District" shall mean O.S.S.T.F. District 23.
- 1.1.4 "Member" shall mean an active member (in good standing) of the PSSP Bargaining Unit.
- 1.1.5 "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
- 1.1. 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.
- 1.1.7 "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
- 1.1.8 "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its By-laws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
- 1.1.9 "Procedures" shall mean 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, by-laws, and policy.
- 1.1.10 "Negotiating Team" shall mean a group of Members selected in accordance with the By-Laws to negotiate a collective agreement with the employer.
- 1.1.11 "Discipline" shall mean Attendance Counsellor, Behaviour Counsellor, Psycho educational Consultant, Psychological Associate, Psychologist, Speech-Language Pathologist, Social Worker, Child and Youth Worker, Native Counsellor and Native Attendance Counsellor..
- 1.1.12 "Trusteeship" shall mean the resumption by OSSTF of those duties delegated to a local organization in accordance with the Provincial Bylaws.

#### **ARTICLE 2 - Name and Authority**

- 2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 23, Professional Student Services Personnel (PSSP).
- 2.2 Any part of the Bargaining Unit Constitution, By-Laws, Policies, and/or Procedures

which are in contravention to the O.S.S.T.F. and/or District Constitution, By-Laws, Policies and/or Procedures are null and void.

#### **ARTICLE 3 - Objects**

- 3.1 The objects of the PSSP Bargaining Unit shall be those described in Article 3 of the Constitution of O.S.S.T.F.
- 3.2 The ethics of the PSSP Bargaining Unit shall be those described in Article 4 of the Constitution of O.S.S.T.F.

#### ARTICLE 4 - Membership

4.1 Members shall include employees employed by the Grand Erie District School Board known as Professional Student Services Personnel.

#### **ARTICLE 5 - Dues & Levies**

- 5.1 Members shall pay annual dues as prescribed in the By-Laws of O.S.S.T.F.
- 5.2 In addition to the dues prescribed by O.S.S.T.F., a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting at the Annual General Meeting of the Bargaining Unit.

#### **ARTICLE 6 - Organization**

- 6.1 Bargaining Unit Executive
- 6.1.2 There shall be an Executive consisting of the following voting members; see Article 10 on Voting Principles:
- 6.1.2.1 President
- 6.1.2.2 Vice President/Equity, Anti-Racism and Anti-Oppression Officer
- 6.1.2.3 Chief Negotiator
- 6.1.2.4 Grievance Officer
- 6.1.2.5 Treasurer
- 6.1.2.6 Health & Safety Officer
- 6.1.2.7 Ed Services Officer
- 6.1.2.8 Pay Equity Officer
- 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 The PSSP shall have representatives on the following District Committees.
- 6.4.2 District Coordinating Committee President and appointed Executive member.

- 6.4.3 Communication, Excellence in Education, Political Action Committee up to two representatives.
- 6.4.4 Education Services Ed Services Officer and one additional representative.
- 6.4.5 Finance Committee Treasurer
- 6.4.6 Health & Safety Committee Health & Safety Officer
- 6.4.7 Human Rights Committee up to two representatives
- 6.4.8 Status of Women Committee up to two representatives
- 6.5 Anti Harassment Policy There shall be an Anti Harassment Policy and Procedure in effect for the Annual General Meeting and for all meetings of OSSTF District 23 PSSP.

#### **ARTICLE 7 - Meetings**

- 7.1 Executive Meetings
- 7.1.1 Executive Meetings will be held on an as needs basis.
- 7.2 Annual General Meetings
- 7.2.1 There shall be an Annual General Meeting as defined in the By-Laws.
- 7.3 Special General Meetings
- 7.3.1 Special General Meetings may be convened in accordance with the By-Laws.

#### **ARTICLE 8 - Collective Bargaining**

- 8.1 There shall be a Collective Bargaining Committee for the Bargaining Unit .
- 8.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator.

#### **ARTICLE 9 - Amendments**

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

#### **ARTICLE 10 - Voting Principles**

- 10.1 The principle of ""one-member, one-vote"" shall apply at all meetings and in all balloting of the Bargaining Unit. No member shall cast more then one vote.
- 10.2 The practice of weighted votes, proxy or absentee ballots shall not be used within the Bargaining Unit.

#### **BY-LAWS**

#### **BY-LAW 1 - General Meetings**

- 1.1 A General Meeting of the Bargaining Unit shall be held to adopt or rescind By-laws of the Bargaining Unit. Such bylaws must be consistent with the Constitution and By-Laws of O.S.S.T.F. and may deal with the following issues:
- 1.1.1 election procedures for Bargaining Unit Officers and delegates to Sector.
- 1.1.2 the time, place, date and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit.
- 1.1.3 the formation of internal organizations and procedures.
- 1.1.4 the establishment, amendment or recission of Bargaining Unit policy.
- 1.1.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.
- 1.1.6. 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.
- 1.1.7. Notice of other General Meetings shall be given to the Members in writing normally one week prior to the date of meeting.
- 1.1.8. The time and place of the General Meetings shall be determined by the President.
- 1.1.9 The Bargaining Unit President shall call a General Meeting when five (5) members or more of the Members make such a request in writing to the President.
- 1.1.10 The Annual General Meeting shall be held by May 13th.

#### **BY-LAW 2 - Executive Meetings**

- 2.1 The Bargaining Unit Executive shall meet at the call of the President .
- 2.1.1 The Bargaining Unit President shall call a meeting of the Executive when at least 3 of the members of the Executive make such a request in writing to the President.

#### **BY-LAW 3 - Quorum**

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the total voting members of the Executive.
- 3.2 A quorum for the Annual General Meeting shall be 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.

#### **BY-LAW 4 - Voting**

- 4.1 Any O.S.S.T.F. Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting.
- 4.2 Where a vote is held, any member in the Bargaining Unit may vote by secret ballot.

#### **BY-LAW 5 - Elections**

- 5.1 Only O.S.S.T.F.members may be candidates for office.
- 5.2 Elections for Executive shall be by secret ballot at the Annual General Meeting.
- 5.3 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 other Members' signatures, to the President of the Bargaining Unit, at least ten (10) calendar days prior to the election.
- 5.4 Any Member of the Bargaining Unit may be nominated "from the floor" supported by two other Members as the mover and seconder of the motion to nominate.
- 5.5 Elections for 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 Members present, qualified to vote and voting.
- 5.7 Defeated candidates shall be considered for other offices remaining for election if they choose.
- 5.8 The term of office of the Bargaining Unit Executive shall be for two years, from July 1 to June 30.

#### **BY-LAW 6 - Electronic Meetings**

- 6.1 The PSSP may determine that a meeting will be held entirely by means of a telephone, electronic or other communication method that permits all Members to communicate adequately with each other.
- 6.2 A person participating in a meeting by such means is deemed to be present at the meeting.
- 6.3 Notwithstanding any other provision of these Bylaws, any person participating in a meeting of Members pursuant to this section who is entitled to vote at that meeting may vote by means of any telephone, electronic or other communication method that the PSSP has made available for that purpose.

#### **BY-LAW 7 - Duties of Members**

7.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers' Federation as defined in O.S.S.T.F. Provincial By-Law-5 Rights, Privileges and Duties, By-law 5.2 - Duties of Members.

#### **BY-LAW 8 - Duties of the Bargaining Unit Executive**

- 8.1 Members of the executive are outlined in Article 6. It is the duty of the Executive to:
- 8.1.1 manage the affairs of the Bargaining Unit between General meetings.
- 8.1.2 propose a bargaining unit budget for presentation at the Annual General Meeting.
- 8.1.3 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.
- 8.1.4 communicate regularly with the O.S.S.T.F. Members of the Bargaining Unit regarding the management of the PSSP Bargaining Unit business.
- 8.1.5 establish procedures for the ratification of a Collective Agreement.
- 8.1.6 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.

#### **BY-LAW 9 - Duties of Executive Members**

- 9.1 The duties of the President shall be to:
- 9.1.1 assume the role of Chief Executive Officer for the Bargaining Unit.
- 9.1.2 call and preside over all Executive and General Meetings.
- 9.1.3 fulfill the duties of the Bargaining Unit President as outlined in the O.S.S.T.F. Handbook.
- 9.1.4 be an ex-officio member of all Bargaining Unit committees.
- 9.1.5 report to the Bargaining Unit Executive and Members on the business of the District.
- 9.1.6 report to the Members at the Annual General Meeting.
- 9.1.7 be a member of the Collective Bargaining Committee and the Negotiating Team.
- 9.1.8 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until the vacancy is filled.
- 9.1.9 represent the PSSP Bargaining Unit at Provincial Sector Council of Presidents..
- 9.1.10 represent the PSSP Bargaining Unit at the District Executive.
- 9.1.11 represent the PSSP Bargaining Unit at AMPA.
- 9.1.11.1 Should the President be unable to attend AMPA, a designate shall be selected by the Executive Members.
- 9.2 The duties of the Vice-President shall be to:
- 9.2.1 perform the duties of the President in the President's absence.

- 9.2.2 perform the duties as may be assigned by the President and the Bargaining Unit Executive.
- 9.3 The duties of the Treasurer shall be to:
- 9.3.1 prepare a budget in consultation with the District Treasurer;
- 9.3.2 administrate the Bargaining Unit funds and disburse those funds in accordance with an approved Budget.
- 9.3.3 prepare an up-to-date financial report of the Bargaining Unit for presentation at the Annual General Meeting.
- 9.3.4 carry out the duties as may be assigned by the Bargaining Unit Executive;
- 9.3.5 carry out the duties as outlined in the By-Laws.
- 9.4 The duties of the Chief Negotiator shall be to:
- 9.4.1 be a member of the negotiating team.
- 9.4.2 be the spokesperson for the negotiating team.
- 9.4.3 chair the Bargaining Unit Collective Bargaining Committee.
- 9.4.4 report on a timely and regular basis to the Executive, and the Members.
- 9.5 The duties of the Grievance Officer shall be to:
- 9.5.1 attend all approved Provincial and/or District workshops pertaining to the grievance process.
- 9.5.2 inform the President and the Executive of all requests for assistance and potential grievances .
- 9.5.3 assist the President in the evaluation of alleged grievances, analysis of relevant contract terms and development of arguments and policies in pursuing the grievance procedure
- 9.5.4 develop detailed knowledge of arguments and position of the Bargaining Unit on each grievance.
- 9.5.5 determine to what extent and in what areas legal counsel is required and seek advice from appropriate sources i.e. Provincial/District, to be confirmed or rejected by the bargaining unit executive.
- 9.5.6 consult with any member who feels he/she has a grievance, collect relevant information and advise the member of:
  - 1. ramifications if the bargaining unit assumes and pursues the grievance.
  - 2. possible alternatives to a grievance and potential remedies for a grievance.
  - 3. the right to appeal.
- 9.5.7 present bargaining unit policies and arguments to any bodies or individuals as required by the appropriate articles on the Collective Agreement.
- 9.6 The duties of the Health and Safety Officer shall be to:
- 9.6.1 attend approved relevant meetings/workshops and keep membership current on the pertinent issues.
- 9.6.2 keep in contact with the District Health and Safety Officer.
- 9.6.3 provide a written report for the Annual General Meeting.
- 9.6.4 represent the bargaining unit on Board's Health and Safety Committee.

- 9.7 The duties of the Ed Services Officer shall be to:
- 9.7.1 to attend the annual Provincial Ed Services Conference
- 9.7.2 to provide a written report to the AGM.
- 9.8 The duties of the Pay Equity Officer shall be to:
- 9.8.1 to be responsible for the maintaining of the Pay Equity Plan
- 9.8.2 to attend any Provincial Pay Equity training
- 9.8.3 to report to the members at the Annual General Meeting
- 9.8.4 to attend PSSP Executive Meetings

#### **BY-LAW 10 - Ratification of Collective Agreements**

- 10.1 All ratification votes will be by secret ballot of the general membership.
- 10.1.1 The Bargaining Unit Executive will make all efforts to provide a copy and summary of any tentative agreement to all of its members 5 days before the ratification date.
- 10.3 Ratification will normally be conducted by general meeting, at the OSSTF District Office or an alternative location determined by the bargaining unit executive.

#### **BY-LAW 11 - Amendments**

- 11.1 Amendments to this Constitution and its By-Laws may be made at an Annual General Meeting of the Bargaining Unit.
- 11.1.1 Amendments to this 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 in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.
- 11.1.2 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.
- 11.1.3 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 in writing not less than fifteen (15) calendar days prior to the date of the General Meeting.
- 11.1.4 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.
- 11.1.5 Any amendments to Procedure 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.

#### **BY-LAW 12 - Vacancy**

12.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of President, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.

- 12.1.1 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.
- 12.1.2 Where the vacancy occurs in the position of President, the Vice-President shall assume the position for the remainder of the term of office.

#### **BY-LAW 13 - Finances**

- 13.1 The fiscal year of the Bargaining Unit shall be in accordance with the District Constitution.
- 13.1.1 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on O.S.S.T.F. District 23 expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.
- 13.1.2 The District shall reimburse members for expenses incurred in carrying out their Federation responsibilities in accordance with the Provincial OSSTF Expense Guidelines from the Bargaining Unit budget.
- 13.1.3 The Bargaining Unit Executive has the sole discretion for approving or denying any requests for Bargaining Unit funds.
- 13.1.4 Expenditures for mileage and expenses for Bargaining Unit business must be funded from the Bargaining Unit Budget Allocations.

#### **BY-LAW 14 - Collective Bargaining Committee**

- 14.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of at least one representative from each discipline, the Chief Negotiator, Grievance Officer and the President.
- 14.1.1 The members of the Collective Bargaining Committee shall elect from its own members the Negotiations Team.
- 14.1.2 The Negotiating Team shall consist of 4 members, 1 of whom shall be the Chief Negotiator and 1 shall be the President.

#### **BY-LAW 15 - Duties of the Collective Bargaining Committee**

- 15.1 It shall be the duty of the Collective Bargaining Committee to:
  - (a) prepare a negotiating brief.
  - (a) seek approval for the brief from the Bargaining Unit Executive, Collective Bargaining Committee and Provincial Office of O.S.S.T.F..
  - (c) communicate regularly with the Members on the progress of negotiations.

#### **BY -LAW 16 - Grievance Committee**

- 16.1 Grievance Committee
- 16.1.1 Grievance Committee Membership

| 16.1.1.1  | The Grievance Committee shall consist of three members.<br>i) the President of the Bargaining Unit; |
|-----------|---|
|           | ii) the Chief Negotiator of the Bargaining Unit; and  |
|           | iii) the Grievance Officer of the Bargaining Unit.  |
| 16.1.1.1  | No member shall hold more than one seat on the Grievance Committee. In the                          |
|           | event that two or more of the positions named above are held by one person,                         |
|           | vacancies in the Grievance Committee shall be declared. The vacancy shall be                        |
|           | filled by the executive.  |
| 16.1.1.2  | 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.   |
| 16.1.1.3  | The Grievance Committee shall be named no later than September 20Th of each                         |
|           | school year and such information shall be communicated to the membership.                           |
| 16.1.1.4  | The Grievance Officer shall act as Chairperson of the Grievance Committee.                          |
| 16.1.1.5  | A quorum for a meeting or conference call of the Grievance Committee shall be                       |
| 16116     | two of the three members.   |
| 16.1.1.6  | All decisions by the Grievance Committee shall be by simple majority.                               |
| 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 griever(s).   |
| 16.2.3    | Procedures for Alleged Grievances   |
| 16.2.3.1  | All alleged grievances shall be referred to the Grievance Officer immediately.                      |
| 16.2.3.2  | Any Bargaining Unit member not on the Grievance Committee, if called upon by                        |
|           | the member, may assist that member in presenting the facts of the case to any                       |
|           | member of the Grievance Committee.  |
| 16.2.3.3. | The Grievance Committee shall recommend that the Bargaining Unit proceed or                         |
|           | not proceed with the grievance.   |
| 16.2.3.4. | The Grievance Officer shall inform the member of the Committee's decision, the                      |
|           | reason for it and shall inform the member of the appeal process. Such decisions                     |
|           | will be reported to the Bargaining Unit Executive at the earliest convenient time.                  |
| 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 to 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 as presented and ordered in 1.2.1, 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   | The members of the Membership Appeals Committee shall select one of their members to Chair the meeting or conference call.   |
| 16.3.5   | All decisions by the Membership Appeals Committee shall be by simple majority.   |
| 16.3.6   | A quorum for a meeting or conference call of the Membership Appeals<br>Committee shall be two of the three members.  |
| 16.4     | Membership Appeals Committee - Terms of Reference  |
| 16.4.1   | The purpose of the Membership Appeals Committee shall be to determine, based<br>on an appeal carried forward by a member(s), if a decision made by the Grievance<br>Committee is to be upheld or reversed.   |
| 16.4.2   | Meetings of the Membership Appeals Committee will be called by the Chairperson.  |
| 16.4.3   | All grievances and appeals are confidential to the Grievance Appeals Committee, the Bargaining Unit Executive, and to the grievor(s).  |
| 16.4.5   | Procedures for the Membership Appeals Committee:   |
| 16.4.5.1 | An advisor shall be one member of the Bargaining Unit, who may be chosen by<br>the member(s) appealing the decision of the Grievance Committee to assist in<br>carrying forward the appeal to the Membership Appeals Committee.  |
|          | An advisor shall not have been a member of the Grievance Committee, nor be a member of the Membership Appeals Committee.   |
| 16.4.5.2 | 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.  |
| 16.4.5.3 | The member(s) appealing the decision will have an opportunity to present the case with the assistance of the advisor.  |
| 16.4.5.4 | If the Grievance Committee recommends that a grievance, or portion of a grievance, not be carried forward, the Chairperson of the Grievance Committee shall state such reasons, in writing.  |
| 16.4.5.5 | The member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.   |
| 16.4.5.6 | The Membership Appeals Committee will consider the appeal in Executive<br>Session after both parties have been excused and will communicate their decision,<br>in writing, to the member(s) and the Chairperson of the Grievance Committee,<br>within ten (10) working days. |

**BY-LAW 17 - Delegates to Annual Meeting of the Provincial Assembly**17.1The president of the bargaining unit or designate shall be entitled to attend AMPA.

#### **BY-LAW 18 - Professional Student Services Personnel Sector Council of Presidents.**

- 18.1 The President of the bargaining unit shall attend the PSSP sector council of presidents.
- 18.2 Two alternates from the bargaining unit shall be selected from the bargaining unit executive to attend the PSSP sector council of presidents in the event the bargaining unit president is unable to attend. These alternates will be selected from the existing bargaining unit executive.

#### **BY-LAW 19 - Provincial Councillor**

- 19.1 The selection of Provincial Councillors shall be in accordance with the District and Provincial Constitution and By Laws.
- 19.2 Duties of the Provincial Councillor shall be to:
- 19.2.1 Attend Provincial Council meetings.
- 19.2.2 Provide a written report to the executive.

#### **BY-LAW 20 – Bargaining Unit Contingency Funds**

- 20.1 Any year end surplus in the general operating budget may be placed in any of the Bargaining Unit Contingency Funds defined in 20.5 in the name of the OSSTF District 23 Professional Student Services Personnel Bargaining Unit.
- 20.2 The Bargaining Unit Contingency Funds may be held in a Savings Account and/or Guaranteed Investment Certificates (short-term, long-term).
- 20.3 Expenditures from the Bargaining Unit Contingency Funds shall be approved by a motion of the Bargaining Unit Executive.
- 20.4 All expenditures from the Bargaining Unit Contingency Funds will be reported to the membership at the Annual General Meeting.
- 20.5 The PSSP Executive will allocate year end surpluses to the following funds to serve the needs of the membership.
- 20.5.1 Release Time Contingency Fund
- 20.5.1.1 This fund is to provide for release time for Executive Officers to conduct union business on behalf of the membership.
- 20.5.2 Negotiations Contingency Fund
- 20.5.2.1 This fund is to finance expenses arising from negotiations with the Employer.
- 20.5.3 Capital Equipment Contingency Fund
- 20.5.3.1 This fund is to purchase, replace or repair office equipment for the Executive.

| 20.5.4<br>20.5.4.1 | General Contingency Fund<br>This fund is to be used to finance Bargaining Unit expenses not anticipated nor<br>budgeted for in the budget.  |
|--------------------|---|
| 20.5.4.2           | Funds may be transferred from PSSP Contingency Funds to the General Fund or<br>from the General Fund to PSSP Funds when approved by a motion of the<br>Bargaining Unit Executive.   |
| 20.5.5<br>20.5.5.1 | Professional Development Fund<br>This is a negotiated fund between the GEDSB and Bargaining Unit to assist<br>members with individual professional development as defined by the guidelines<br>found on the OSSTF District 23 PSSP website. |
| 20.5.6<br>20.5.6.1 | Professional Development Conference Fund<br>This is a negotiated fund between the GEDSB and Bargaining Unit used to fund<br>Professional Development Conferences or workshops for the membership.   |