CONSTITUTION and BYLAWS

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

DISTRICT 29
HASTINGS-PRINCE EDWARD

Professional Student Services Personnel (PSSP)

ADOPTED May 29th, 2025
ANNUAL GENERAL MEETING

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CONSTITUTION

ARTICLE I - Definitions:

In this Constitution & Bylaws:

1. “OSSTF/FEESO” shall mean the Ontario Secondary School Teachers’ Federation.

2. “District” shall mean District 29 OSSTF/FEESO Hastings-Prince Edward.

3. “Bargaining Unit” shall be the Hastings-Prince Edward District School Board Professional Student Services Personnel (PSSP), which is the OSSTF/FEESO organization of those Members for whom OSSTF/FEESO holds bargaining rights.

4. “Member” shall mean an active Member in good standing of the PSSP District 29 Bargaining Unit.

5. “Constitution” shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.

6. “Bylaws” shall mean the standing rules governing the membership of the Bargaining Unit on matters that 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. “Procedures” shall mean the detailed rules established by the Bargaining Unit to govern the day-to-day operation of the Bargaining Unit, which are consistent with its Constitution, Bylaws and Policies.

9. “General Meeting” shall mean a special or regularly scheduled Meeting of the Bargaining Unit Membership to conduct Bargaining Unit business.

10. “AMPA” shall mean the OSSTF/FEESO Annual Meeting of Provincial Assembly.

11. “Job Classification” categories for the purpose of job classification representatives are:
    1) Autism Student Support/ABA Coordinator, Board Certified Behaviour Analyst
    2) Attendance Counsellor, Child and Youth Counsellor, Child and Youth Worker
    3) Psychological Associate, Psychologist, Psychometrist, Psychoeducational Assessment Assistant/Psychometric Tester, Psychoeducational Consultant
    4) Social Worker/Social Service Worker/Lead Haudenosaunee Social Worker and Educational Counsellor, First Nations, Metis and Inuit Social Worker
    5) Speech Language Pathologist
    6) Indigenous Student Success Coach

12. “Job Classification Representative” shall mean a member of the Bargaining Unit who has been designated/elected to represent members within their respective group.

ARTICLE II - Name and Authority

2.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation (OSSTF/FEESO), District 29, Hastings-Prince Edward District School Board Professional Student Services Personnel (PSSP).

2.2 Any part of the Bargaining Unit Constitution, Bylaws, Policies, and/or Procedures which are in contravention of the OSSTF/FEESO and/or District Constitution, Bylaws, Policies and/or Procedures are null and void.

ARTICLE III - Objects

3.1 The objects of the PSSP Bargaining Unit shall be:

3.1.1 first and foremost to protect its members, both individually and collectively, in their profession, and to ensure that none of the civil, human and legal rights enjoyed by other Ontario residents shall be denied its members;

3.1.2 to secure and maintain for all Active Members of OSSTF/FEESO equal collective bargaining rights including the right to strike;

3.1.3 to bargain collectively on behalf of its Active Members;

3.1.4 to promote and advance the cause of public education;

3.1.5 to promote a high standard of professional ethics and a high standard of professional competence;

3.1.6 to secure for members active participation in formulating policies and practices affecting education;

3.1.7 to work toward control of our professional destiny;

3.1.8 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of members, public education, students and the community;

3.1.9 to support and promote equal opportunity for members, employees, and students;

3.1.10 to foster and promote the dignity of all persons regardless of age, ancestry, citizenship, colour, creed, disability, ethnic origin, family status, gender expression, gender identity, marital status, physical appearance, place of origin, political affiliation, race, religion, sex (including pregnancy and gender), sexual orientation or socioeconomic status;

3.1.11 to associate and unite members and other employees of educational institutions, or agencies which provide services to educational institutions, within the Province of Ontario and,

3.1.12 to promote political action to ensure that legislation regulating labour structures and policies is in the best interest of members.

ARTICLE IV – Ethics

4.1 The ethics of the PSSP Bargaining Unit shall be those described in Article V of the OSSTF/FEESO Constitution.

ARTICLE V - Membership

5.1 Membership shall include employees employed by the Hastings-Prince Edward District School Board known as Professional Student Services Personnel (PSSP) and for whom OSSTF/FEESO holds the bargaining rights.

ARTICLE VI – Dues and Levies

6.1 Every member of the Bargaining Unit shall pay membership dues as prescribed in the OSSTF/FEESO Bylaws.

6.2 In addition to the dues prescribed by OSSTF/FEESO, a levy may be established 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 VII – Bargaining Unit Organization

7.1 **Bargaining Unit Executive**: There shall be an Executive consisting of up to seven (7) **Voting Members** as follows:

7.1.1 President
7.1.2 Vice President
7.1.3 Lead Negotiator/Grievance Officer
7.1.4 Secretary/Treasurer
7.1.5 Health & Safety Officer
7.1.6 Educational Services Officer
7.1.7 Executive Officer

Non-Voting Members:

7.1.8 Pay Equity Officer (if required)

7.2 Collective Bargaining Committee

7.2.1 There shall be a Collective Bargaining Committee consisting of one member from each of the job classifications, including the Lead Negotiator and the Bargaining Unit President.

7.2.2 The Collective Bargaining Committee Job Classification Representatives shall be elected at the AGM.

7.2.3 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Lead Negotiator.

7.2.4 The Collective Bargaining Committee shall respect all OSSTF/FEESO Policies and Bylaws pertaining to collective bargaining.

7.3 Grievance Appeals Committee

7.3.1 The Grievance Appeals Committee shall consist of three (3) members of the Executive, which shall include the Vice President who will also serve as the Chair of the Grievance Appeals Committee and two (2) additional members of the Executive who shall be appointed at the first executive meeting in September.

ARTICLE VIII – Meetings

8.1 Executive Meetings
8.1.1 Executive Meetings shall be held as established in the Bylaws.

8.2 Annual General Meeting
8.2.1 There shall be an Annual General Meeting (AGM) as defined in the Bylaws.

8.3 Special General Meetings
8.3.1 Special General Meetings may be convened in accordance with the Bylaws.
8.4 Electronic Meetings
8.4.1 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.

ARTICLE IX – Federation Year

9.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

ARTICLE X – Amendments

10.1 Amendments to this Constitution and its Bylaws may be made at the Annual General Meeting of the Bargaining Unit.

10.1.1 Amendments to this Constitution may be made by a two-thirds (2/3) majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than twenty (20) calendar days prior to the date of the General Meeting.

10.1.2 Where such notice has not been given, amendments may be made by a nine-tenths (9/10) majority vote of the Members present, qualified to vote and voting.

10.1.3 Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than twenty (20) calendar days prior to the date of the General Meeting.

10.1.4 Where such notice has not been given, amendments may be made by a

three-quarters (3/4) majority vote of the Members present, qualified to vote and voting.

10.1.5 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at the next General Meeting by a simple majority of the Members present, qualified to vote and voting.

BYLAWS

BYLAW I – General Membership Meetings

1.1 **<u>The Annual General Meeting</u>** shall be held in the month of May to:

a) Discuss the business of the PSSP Bargaining Unit;
b) Receive reports;
c) Approve a budget;
d) Hold elections;
e) Amend the Constitution and Bylaws.

1.1.1 Notice of the date of the Annual General Meeting (AGM) shall be given to members by the Bargaining Unit President in writing or by electronic mail at least thirty (30) calendar days prior to the date of the meeting.

1.2 **<u>Special General Meetings</u>** may be held at the call of the Bargaining Unit President.

1.2.1 Notice of Special General Meetings and their purpose shall be given to the members in writing or by electronic mail at least five (5) working days in advance of the meeting.

1.2.2 The Bargaining Unit President shall call a General Meeting when twenty-five (25) members or more make such a request in writing to the President.

1.3 **<u>Ratification Meeting</u>**

1.3.1 The President shall convene a General Meeting at which the terms of a tentative settlement will be presented *(Ratification Meeting).*

1.3.2 Notice of will be given in writing at least three (3) days prior to the date of the meeting.

1.4 **<u>Electronic Meeting : Platform</u>**

1.4.1 The platform in which these electronic meetings can be held as designated by the President.

1.4.2 The designated platform must support anonymous voting and support visible displays identifying those participating. Identifying those seeking recognition to speak, showing the text of pending motions, and showing results of vote.

1.4.3 The designated platform must require members, participating in the electronic meeting, to log in to satisfy the process of verification of

membership of meeting participants.

1.4.4 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF rules of orders.

1.5 Electronic Meeting : Voting

1.5.1 An anonymous vote conducted through the designated platform shall be deemed a ballot vote. Fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.

1.5.2 Election voting must be set up conducted on a platform that deemed to be secure and allows for secret and anonymous ballots.

1.6 Electronic Meeting : Platform Features

1.6.1 Any public chat function must be turned off. A private chat function can be turned on if it is being used as a mechanism for members to be recognized in debate.

1.6.2 The use of screen sharing should be used to present motions and/or documents to the membership.

1.6.3 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

1.7 Electronic Meeting : Rules

1.7.1 Proper notice of meeting and meeting information shall be sent out to members as per Bylaw 1.1.1.

1.7.2 The meeting link shall open at least 15 minutes prior to the start of the meeting.

1.7.3 Members shall login, identify themselves, and maintain internet and audio connection throughout the meeting when present but shall sign out upon any departure prior to adjournment.

1.7.4 Quorum shall be as designated as per Bylaw 3.1.

1.7.5 The chair can mute or disconnect a member if the member is causing interferance with the meeting.

1.7.6 The chair of the meeting will explain how members may seek recognition of the floor. When required, the chair will ask for assistance in maintaining an ordered speakers' list.

1.7.7 Motions and other documents must be displayed to the membership until it is disposed of whenever possible.

BYLAW II – Executive Meetings

2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per school year.

2.2 The Bargaining Unit President shall call a Meeting of the Executive when at least three (3) Members of the Executive make such a request in writing to the President.

BYLAW III – Quorum

3.1 Quorum shall be those Bargaining Unit Members, present and voting, for the transaction of business at any General or Special Meeting of Members, unless otherwise stipulated in this Constitution.

3.2 A quorum for Meetings of the Executive shall be a simple majority of the voting Members of the Executive.

BYLAW IV – Voting

4.1 Any Member may attend, speak when recognized by the Chair and vote at any duly convened General Meeting.

4.2 Any member of the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer. Such vote shall be by secret ballot.

4.3 Voting by proxy will not be permitted in the election of officers, at any strike vote, or in the ratification of a collective agreement.

BYLAW V – Elections and Term of Office

5.1 Only active members of OSSTF/FEESO PSSP may be candidates for office.

5.2 Elections for Executive and other Officers shall be by secret ballot at the Annual General Meeting.

5.3 Candidates who wish their name 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 Elections Officer, at least fifteen (15) calendar days prior to the Annual General Meeting.

5.4 Ten (10) days prior to the Annual General Meeting, the Elections Officer shall inform all Members of the list of candidates who have been nominated to a position on the Executive.

5.5 Any Member of the Bargaining Unit may be nominated "from the floor" for any position for which there are no on-time nominations and supported by two (2) other Members as the mover and the seconder of the motion to nominate.

5.6 Elections for the Executive shall be in order listed in Article 7.1 of the Constitution.

5.7 Upon the closing of nominations for an office, the Elections Officer shall verify that the nominees are willing to be candidates for the office. When this has been established and announced, each candidate will be allotted two (2) minutes to speak to the Members.

5.8 The Chair of the General Meeting, with the approval of the Members present, shall allow each candidate to appoint one member as scrutineer if they so choose.

5.9 Balloting shall begin upon completion of speeches. The foregoing procedure shall

be carried forward for each office.

5.10 Everyone on the Bargaining Unit Executive shall be elected by the majority vote of those present, qualified to vote and voting. If a majority is not reached on a first ballot, the candidate with the lowest number of votes is dropped from the subsequent ballot.

5.11 Defeated candidates shall be considered for other offices if they so choose.

5.12 The term of office shall be for two (2) years.

5.13 Term of office is from July 1st to June 30th of the year of election.

BYLAW VI – Vacancy

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

6.1.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy.

6.2 Where the vacancy occurs in the position of the President, the Vice-President shall assume the position for the remainder of the term of office.

BYLAW VII – Duties of Members

7.1 It shall be the duty of every PSSP Member to comply with the duties of members as defined in the OSSTF/FEESO Bylaw 2.1.1.3 – *Rights and Privileges of Active Members*, and, Bylaw 2.2 - *Duties of Members, Duties of Members to OSSTF/FEESO*. (Appendix A)

BYLAW VIII – Duties of the Bargaining Unit Executive

It is the duty of the **Executive** to:

8.1 manage the affairs of the Bargaining Unit between General Meetings;

8.2 propose a Bargaining Unit budget for presentation at the Annual General Meeting;

8.3 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;

8.4 provide for communications with the membership by means of a newsletter, a memorandum, or communiqué, issued from time to time by the Bargaining Unit President or designate;

8.5 appoint an alternate representative of the Bargaining Unit to attend any meeting that the President or Vice-President is unable to attend;

8.6 appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unavailable to attend;

8.7 deal with all matters brought before it from Job Class Representatives and which require action before the next regular General Membership Meeting;

8.8 ensure Bargaining Unit representation on District and Provincial Councils and on Committees as may be required;

8.9 serve as the Grievance Appeals Committee for the Bargaining Unit, excluding any Executive Member who was a party to the original ruling on the grievance in question;

8.10 create Ad Hoc or Special Committees of the Bargaining Unit as needed;

8.11 publish summary of approved Minutes of General Meetings, Annual General Meetings and Executive Meetings within thirty (30) days of their approval.

8.12 Informal letters of complaint and formal grievances with the Board and related Minutes of Settlement shall have minimally two signatures with one of the signatories as the Grievance Officer. The President or the Vice-President shall be the other signatory, unless otherwise agreed upon.

8.13 Letters of Agreement/Letters of Understanding with the Board shall have two signatures, with the President as one of the signatures and Vice-President or designate as the other.

BYLAW IX – Duties of the Bargaining Unit Executive Officers

Term of office shall be for two (2) years from July 1 to June 30.

9.1 The President is a voting officer who shall:

(1) assume the role of Chief Executive Officer for the Collective Agreement;
(2) call and preside at all meetings of the Bargaining Unit and of the Executive;
(3) report to the Members at the Annual General Meeting;
(4) have co-signing authority on all cheques drawn on the Bargaining Unit's treasury;
(5) ensure that each Standing Committee and Ad Hoc Committee has a Chairperson, meets and reports as required;
(6) be an ex-officio member of all Bargaining Unit committees;
(7) maintain a liaison with the Provincial Executive and the Secretariat;
(8) represent the Bargaining Unit at the District Executive;
(9) represent the Bargaining Unit at Provincial Council;
(10) represent the Bargaining Unit at the Annual Meeting of the Provincial Assembly (AMPA);
(11) Represent the Bargaining Unit at District Council.

9.2 The Vice-President is a voting officer who shall:

(1) assist the President in carrying out the aims and objectives of the Bargaining Unit;
(2) assume the duties of the President if the President is, for any reason, unable to carry out those duties;

(3) if the President is unavailable to provide signature, the Vice-President shall have co-signing authority on all cheques drawn on the Bargaining Unit's treasury.
(4) be (or appoint) the Anti-Harassment Officer who shall enforce the Anti-Harassment Policies and Procedures at all meetings and assemblies of the Bargaining Unit.

9.3 The Lead Negotiator is a voting officer who shall:

(1) chair the Bargaining Unit Collective Bargaining Committee;
(2) be the chief spokesperson for the Negotiating Table Team;
(3) conduct research and tabulate Membership survey results in preparation for collective bargaining, with the assistance of the Collective Bargaining Committee, and present it for approval to the Bargaining Unit Executive;
(4) report on a timely and regular basis to the Executive and the Bargaining Unit Members;
(5) represent the Bargaining Unit at all Regional Collective Bargaining Committee meetings;
(6) liaise with the OSSTF/FEESO Protective Services Secretariat regarding negotiations;
(7) present for approval at the General Meeting, the Memorandum of Settlement on the collective agreement;
(8) act as the Bargaining Unit **Grievance Officer** who shall:

a) be responsible to consult and collect relevant information from any member who feels there may be a grievance issue;
b) consult with the assigned Provincial Secretariat liaison on all grievances;
c) consult with the President on all grievances;
d) update the Executive on the status of all grievances;
e) maintain confidential records of all grievances.

9.4 The Secretary/Treasurer is a voting officer who shall:

(1) keep a record of all expenses and receipts;
(2) be one of the three signing authorities for Bargaining Unit financial business;
(3) present a written monthly financial report to the Executive;
(4) present at the Annual General Meeting, a year-end financial statement of actual Bargaining Unit revenue and expenditures of the preceding year;
(5) prepare, in co-operation with the Executive, a budget for the forthcoming year to be approved at the Annual General Meeting;
(6) serve as the Elections Officer;
(7) record and maintain the minutes of the Executive, Annual and Special Membership Meetings;
(8) provide a copy of the Minutes to each member of the Executive and distribute the Minutes to the respective bodies prior to the next regularly called meeting.

9.5 The Health and Safety Officer is a voting officer who shall:

(1) act as the liaison between the District Health and Safety Officer and the Bargaining Unit Executive;
(2) provide a written report for the Annual General Meeting;
(3) represent the Bargaining Unit on the Board's Health and Safety Committee.

9.6 The Educational Services Officer is a voting officer who shall:

(1) attend the annual Provincial Educational Services Conference;
(2) provide and arrange suitable professional development for Bargaining Unit members;
(3) report to the Bargaining Unit Executive on issues related to Educational Services;
(4) provide a written report for the Annual General Meeting.

9.7 The Executive Officer is a voting officer who shall:

(1) perform the duties as assigned by the President

9.8 The Pay equity Officer is a non-voting officer who shall:

(1) attend Provincial Pay Equity training;
(2) work with the Provincial Pay Equity Officer on behalf of the Bargaining Unit.

BYLAW X – Job Classification Representatives

10.1 Job Classification Representative:

a. elected by the Members within the respective job classification;
b. shall represent the Members within their respective group;
c. shall serve as liaison between Members and the Executive;
d. shall encourage Members to attend and participate in meetings of the Bargaining Unit;
e. shall assist Members in the preparation of complaints and grievances;
f. shall report Member changes in their respective group to the Secretary;
g. should a Job Classification Representative position become vacant, the respective Members shall hold an election for a replacement;
h. term of office shall be for a minimum of 2 years.
i. the Class Representative shall not be a member of the Executive unless the number of the members in the respective discipline is 3 or less.
j. shall serve as a member on the Collective Bargaining Committee.

BYLAW XI – Duties of the General Meeting

11.1 The Annual General Meeting of the Bargaining Unit may adopt or rescind Bylaws not inconsistent with the Constitution and Bylaws of OSSTF/FEESO concerning:

11.1.1 election procedure for Bargaining Unit Officers;

11.1.2 the time, place and conduct of the Annual General Meeting and other special General Meetings of the Bargaining Unit;

11.1.3 the formation of internal organizations and procedures;

11.1.4 the establishment, amendment or rescission of Bargaining Unit Policy;

11.1.5 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.

11.2 Elect Officers of the Bargaining Unit.

11.3 Approve final budget for previous year and approve draft budget for the coming year.

BYLAW XII – Duties of Provincial Councillor

The duties of Provincial Councillor shall be to:

12.1 represent the Bargaining Unit on Provincial Council;

12.2 provide a written report to the Executive.

BYLAW XIII – Committees

13.1 The Executive shall establish the necessary standing and special committees to complete the objectives of the Bargaining Unit.

13.1.1 All Standing Committees of the Bargaining Unit shall have a Bargaining Unit Executive as a Member.

13.1.2 Each committee chair shall submit written reports to the Bargaining Unit Executive.

Standing Committees

13.2 Collective Bargaining Committee

13.2.1 The Collective Bargaining Committee shall represent the Members of the Bargaining Unit while preparing the Collective Agreement. Duties will include:

13.2.2 Surveying the membership;

13.2.3 Preparing a negotiating brief;

13.2.4 Seeking approval for the brief from the Executive and from OSSTF/FEESO Provincial Office;

13.2.5 Recommending members to the table team for approval by the Executive;

13.2.6 Communicating regularly with the Members of the progress of negotiations; and,

13.2.7 Seeking the ratification of the collective agreement from Bargaining Unit members.

13.2.8 Ratification will be by secret ballot vote at a general membership meeting convened according to Bylaw 1.3

13.3 Grievance Appeals Committees

13.3.1 The purpose of the Grievance Appeal Committee shall be to determine, based on an appeal carried forward by a member(s), if a decision made by the Grievance Officer is to be upheld or reversed.

13.3.2 Members appealing a decision of the Grievance Officer have seven (7) working days from the day they are notified of the Grievance Officer's decision to appeal it in writing to the Executive. The Vice-President will notify the grievor(s) on the decision of the appeal.

13.3.3 Meeting of the Grievance Appeals Committee will be called by the Bargaining Unit Vice-President.

13.3.4 The Grievance Appeals Committee shall consist of three (3) members of the Executive (not the Grievance Officer), which shall include the Vice-President who will also serve as the Chair of the Grievance Appeals Committee and two (2) additional members of the Executive who shall be appointed at the first executive meeting in September.

13.3.5 All grievances and appeals are confidential to the Grievance Appeals Committee, the Grievance Officer, the Bargaining Unit Executive and to the grievor(s).

13.3.6 All decisions by the Grievance Appeals Committee shall be by simple majority.

13.3.7 The Grievance Appeals Committee will consider the appeal in Executive Session and will communicate their decision in writing to the member(s) within three (3) working days.

13.3.8 A member may further appeal the decision to the Field Secretary from OSSTF/FEESO Provincial Office.

13.3.9 The Grievance Appeals Committee shall serve as the Appeal Committee in harassment complaints.

BYLAW XIV – Conferences

14.1 The Executive may upon the request from a Member, approve the attendance at conferences deemed to benefit the aims and objectives of the Bargaining Unit.

14.2 Expenses incurred for conferences held by OSSTF/FEESO will be reimbursed in accordance with the Allowable Expenditure Guidelines as defined in the OSSTF/FEESO Financial Handbook.

BYLAW XV – Annual Meeting of the Provincial Assembly (AMPA)

15.1 The Bargaining Unit delegation for AMPA shall be composed of the following:

15.1.1 The Bargaining Unit President who is also the Provincial Councillor of the Bargaining Unit or designate.

BYLAW XVI – Finances

16.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.

16.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved budget.

16.3 The Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meetings and at the Annual General Meetings.

16.4 Cheques drawn on the Bargaining Unit account shall require two (2) signatories.

16.5 One of the signatories must be the Treasurer.

16.6 The President or the Vice-President is the other signatory.

16.7 Expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF/FEESO Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

16.8 The Bargaining Unit shall make available, upon notice of no new fewer than five (5) working days, its financial records for audit to the Provincial Office.

BYLAW XVII – Procedures at Meetings

17.1 At the opening of a general or a regular meeting, the President shall welcome and pass the role of chair to the person appointed by the Executive. Each meeting shall include the following:

(1) Call to order
(2) At the first meeting of the jurisdictional year, and then at the discretion of the Chair, the reading of the OSSTF/FEESO Pledge
(3) The OSSTF/FEESO Anti-Harassment Policy or Anti-Harassment & Equity Declaration shall be read out and/ or distributed, and the Anti-Harassment Officer(s) for the meeting will be identified to all attendees
(4) Approval of the Agenda
(5) Reading and adoption of previous minutes and business arising therefrom
(6) Report of the Treasurer
(7) Report of Officers
(8) Communications and business arising therefrom
(9) Other reports
(10) Unfinished business
(11) New business
(12) Nominations and elections at the Annual General Meeting
(13) Adjournment

17.2 Except as otherwise noted in this Constitution, all motions shall be decided by a majority vote of the members in good standing, present and voting.

17.3 Any motion that involves a secure online voting system requires the following:

- a meeting of the Membership to discuss the motion;
- a minimum of *ten (10)* days notice to Members of the upcoming vote.

17.4 Parliamentary Authority

Where procedure is unclear and not discussed in either of the Bargaining Unit and OSSTF/FEESO Constitution or Bylaws, *Robert's Rules of Order,* most recent edition, as applied by the chair shall prevail.

17.5 Executive Session (OSSTF/FEESO Rules of Order – Rule 5.10)

Executive Session occurs whenever the proceedings are secret or confidential, such as when a body must consider matters relating to personnel or matters of serious importance to the body.

17.5.1 The standard resolution to move into Executive Session should be worded as follows: "Be it resolved that this Body move into Executive Session".

17.5.2 All matters discussed in Executive Session shall remain absolutely confidential to those members present during the Session.

17.5.3 A resolution to rise from Executive Session shall be moved at the end of the Session.

BYLAW XVIII – Anti-Harassment and Anti-Bullying Policy

18.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying policy and procedure to be followed at all Bargaining Unit functions.

18.1.1 The Executive shall approve the Anti-Harassment and Anti-Bullying policy and procedure and any amendments to it.

18.1.2 The OSSTF/FEESO Anti-Harassment statement shall be adopted as general policy guidelines and read out and/ or distributed prior to any Bargaining Unit sponsored meeting or event.

18.1.3 At every Bargaining Unit sponsored meeting or event at least one Anti-Harassment officer will be designated for members to contact.

18.2 Policy and Procedure on the Prevention and Resolution of Harassment for All Members and Employees

18.2.1 Preamble:

Every member and employee of District 29 OSSTF/FEESO HPEDSB PSSP Bargaining Unit has the right to a workplace and union environment free from harassment and bullying, in which all are treated with respect and dignity. Harassment has a destructive effect on the workplace or union environment, individual well-being, and on union solidarity. Harassment will not be tolerated.

Harassment is any vexatious course of conduct or comment which is known or ought reasonably to be known to be unwelcome, which intimidates or threatens, humiliates, belittles, embarrasses or demeans another person. Harassment can take many forms and may be verbal, physical or psychological. They can involve a range of actions including

comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be overt or indirect; in person or by telecommunications; they may be isolated or repeated. Bullying is any form of harassment that involves a power imbalance, and may be repetitive. Sexual harassment is any unwanted attention of a sexual nature, including offensive or humiliating behaviour related to a person's sex, and behaviour of a sexual nature that creates an intimidating, hostile or "poisoned" work environment, or that could reasonable be thought to put sexual conditions on a person's job, employment opportunities or union involvement.

District 29 OSSTF/FEESO HPEDSB PSSP Bargaining Unit must have the goal to protect human rights, to promote mutual respect and trust, and to foster inclusion. We cannot condone or tolerate any harassing behaviour against an employee or another member. District 29 OSSTF/FEESO HPEDSB PSSP Bargaining Unit takes seriously its responsibility to ensure that every employee and member is treated with respect and dignity at all bargaining unit sponsored events and gatherings, including workshops, meetings, conferences, business travel, off-site meetings or work or union-related social gatherings.

This policy focuses on the prompt resolution of harassment complaints. Harassment needs to be addressed with sensitivity, discretion and in a timely manner. Any employee or member who feels targeted by harassment must be able to speak up and know their concerns will be addressed and action taken promptly, in accordance with District 29 OSSTF/FEESO HPEDSB PSSP Policies and Bylaws, and the following Complaint and Resolution Procedure. This procedure is to be used by any employee or member who feels victimized by harassment in any form so that, where possible, complaints can be resolved internally.

18.3 Complaint and Resolution Procedure:

18.3.1 Any member who believes s/he has been a target of harassment or discrimination at a Bargaining Unit sponsored meeting or event is encouraged to take immediate action to ensure this behaviour stops.

(1) As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party. The employee or member is encouraged to keep a personal, written record of all harassing behaviour.

(2) If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, s/he should speak with the designated officer(s) and ask her/him to act. If no officer has been designated, the member should speak with the Executive Officer in charge of the event to ask that one be appointed.

(3) The designated officer(s) will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. During this process, the designated officer(s), with the approval of the Executive Officer in charge of the event, may remove the respondent temporarily from the meeting if circumstances warrant.

(4) The investigation shall be handled confidentially; however, all complaints will be reported by the designated officer(s) to the Executive Officer in charge of the event.

(5) The designated officer(s) may act as informal mediator(s) to help settle the complaint, if the parties agree, and either party has the right to refuse informal mediation. If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing. If the complainant chooses to provide such a written complaint, it will be submitted to the Bargaining Unit Grievance Officer for action and it shall be the responsibility of the Grievance Officer to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action.

(6) The parties involved will receive a written report stating the findings and any action taken.

(7) Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. If a decision is made to remove or exclude that member, and where this member is representing a bargaining unit or district, a confidential letter outlining the reasons for this decision will be sent to the President of the appropriate body.

(8) The Bargaining Unit President shall keep and maintain accurate records related to all investigations of complaints. Such records will be maintained in confidential and restricted files for a period of five years. If the investigation does not find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the alleged harasser.

(9) A member or employee affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment Policy and Procedure may appeal this decision by submitting a request in writing to the Bargaining Unit President for an Appeal Committee to consider the appeal. The Appeal Committee will be the Grievance Appeals Committee. The Appeal Committee shall meet without delay. Following the review, the Appeal Committee shall either confirm or modify the decision. The Appeal Committee shall promptly report the decision of the Appeal to the Bargaining Unit President, who will communicate the decision to the Appellant in writing forthwith. The Decision of the appeal Committee shall be considered final and not subject to any appeal.

(10) Any person who makes a complaint will be protected from reprisals. In the event that a complaint is made in bad faith, that is deliberately and maliciously filed knowing it has no basis, the complainant will be subject to the same penalties as a harasser.

None of the above restricts a member's right to file a complaint with the Employer's Human Rights and Workplace Harassment Office, Ontario Human Rights Commission or make a complaint to police.

Appendix A

2.1.1.3 **Rights and Privileges of Active Members**

2.1.1.3.1 An Active Member shall have all the rights and privileges of membership, unless limited by disciplinary measures taken in accordance with the Bylaws. (A.15)

2.1.1.3.2 An Active Member shall have the right to seek the advice of the OSSTF/FEESO on any matter of professional relationship between the Member and a fellow Member, an employer, their professional college(s), the Ministry of Education, the Ministry of Training, Colleges and Universities, a student, a parent or the public in general. (A.15)

2.1.1.3.3 An Active Member shall have the automatic right to representation in a professional difficulty with an employer or other external agency; such representation may include provision of legal counsel, subject to approval by the Provincial Executive. (A.15)

2.1.1.3.4 The nature and extent of representation for a Member shall be determined by the Provincial Executive. (A.15)

2.1.1.4 Active Members shall have the right to seek election/re-election to a provincial or local office without the imposition of limits on the number of terms that can be served. (A.15)

2.2 **Duties of Members**

2.2.1 Duties of Members to OSSTF/FEESO

2.2.1.1 It shall be the duty of every member to comply with the Constitution and Bylaws of OSSTF/FEESO and to seek to change the Constitution, Bylaws or Policies only through the proper procedures of the Federation. (A.15)

2.2.1.2 Where a member's actions are not constrained by agencies external to the OSSTF/FEESO, it shall be the duty of every Member to act in accordance with the established Policies of the OSSTF/FEESO. (A.15)

2.2.1.3 It shall be the duty of every Member to uphold the OSSTF/FEESO Pledge and Statement of Ethics. (A.15)

2.2.1.4 It shall be the duty of every Member to act in accordance with Principles of Professional Conduct prescribed under Internal Policy 1.4. (A.15)

2.2.1.5 It shall be the duty of every member to uphold the OSSTF Anti-Harassment Policy. (A16)

2.2.1.6 It shall be the duty of every Member to honour the commitments made on his/her behalf by the Federation, if those commitments are made with his/her written consent when being represented by the Federation in a professional difficulty with an employer, or other external agency. (A.15)

2.2.1.7 It shall be the duty of every Member to check with OSSTF/FEESO before accepting a position to ensure that the employer is in good standing. (A.15)

2.2.1.8 It shall be the duty of every Member who holds elected or appointed office with OSSTF/FEESO to refrain from holding or seeking office with another union where the interests of the union are in conflict, or appear to be in conflict, with the interests of OSSTF/FEESO. (A.15)

2.2.1.9 It shall be the duty of every Member who is seeking office in OSSTF/FEESO and who is also a member of another union to declare such dual membership. (A.15)

2.2.1.10 It shall be the duty of every Member to resign from that office when the member retires to a pension or its equivalent while serving on the Provincial Executive, Provincial Council, a Provincial Committee, Council or as OTF Governor. (A.15)

2.2.1.11 It shall be the duty of a Member on an unpaid leave of absence recognized by the collective agreement, who works in any employment situation where the Member would not otherwise be a Member of OSSTF/FEESO, to resign from any elected or appointed OSSTF/FEESO office(s) for the period of employment. (A.15)

2.2.1.12 It shall be the duty of every Member to support a modified work environment for members with disabilities. (A.15)

2.2.1.13 It shall be the duty of every Member to support the Federation's Constitution, Bylaws and Policies while representing or being sponsored by OSSTF/FEESO at any external convention, conference or other decision-making bodies. (A.15)

2.2.1.14 It shall be the duty of every Member to maintain the confidentiality of any document, communication or any other information deemed confidential. (A.15)