

CONSTITUTION
of
PSSP BARGAINING UNIT
of
District #27

OSSTF

May 19, 2006

DEFINITIONS:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "Bargaining Unit" shall mean a bargaining unit of OSSTF District #27.
3. "Branch" shall mean a branch organization of a particular bargaining unit of OSSTF District #27 and shall include members of the particular bargaining unit.
4. "OSSTF District #27" shall mean the Ontario Secondary School Teachers' Federation District #27.
5. "Member" shall mean an active member of OSSTF, PSSP Bargaining Unit District #27.
6. "Constitution" shall mean a system of fundamental principles according to which OSSTF District #27 PSSP Branch are governed. The constitution of the PSSP Bargaining Unit shall not contravene that of OSSTF or OSSTF District #27.
7. "By-Laws" shall mean standing rules governing the membership of OSSTF or OSSTF District #27 PSSP Bargaining Unit. The By-Laws of the PSSP Bargaining Unit shall not contravene that of OSSTF or OSSTF District #27.
8. "Policy" shall mean a stand or position taken by OSSTF or OSSTF District #27 PSSP Bargaining Unit.
9. The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive bargaining agent for all those employed by it as, or performing the functions of Clinical Consultant, Speech- Language Pathologist, School Attendance Counsellor, Student Support Counsellor, Adolescent Care Worker, and Human Rights Education Advisor, save and except those employees for which any other bargaining agent holds a certificate.

ARTICLE 1 - ORGANIZATION

This organization shall be known as “Ontario Secondary School Teachers’ Federation, District #27 - PSSP Bargaining Unit.”

ARTICLE 2 - OBJECTS

The objects of this organization shall be:

- (a) To uphold and maintain the objectives of the Ontario Secondary School Teachers’ Federation and those of the Ontario Secondary School Teachers’ Federation, District #27 as described in their respective constitutions.
- (b) To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with the Limestone District School Board.
- (c) To establish reasonable By-Laws and policies governing its members which shall not contravene those established by the Ontario Secondary School Teachers’ Federation, District #27, except as specifically may be required by the unique nature of this organization.

ARTICLE 3 - MEMBERSHIP

Members shall be all Professional Student Services Personnel (PSSP) employed by the Limestone District School Board in its Elementary and Secondary panels.

ARTICLE 4 - DUES

The amount of annual dues shall be as prescribed in the By-Laws of OSSTF and of District #27 OSSTF.

ARTICLE 5 - BARGAINING UNIT ORGANIZATION

Section 1 - EXECUTIVE

There shall be a Bargaining Unit Executive consisting of the following:

- (a) voting members:
 - (i) President,
 - (ii) Vice-President,
 - (iii) Secretary,
 - (iv) Treasurer,
 - (v) Chair of Collective Bargaining Committee,
 - (vi) Sector Council Representative
 - (vii) Past President or Executive Officer (if there is no Past President)

- b) non-voting members:
 - (i) District Officer

Section 2 - STANDING COMMITTEES

2.1 There shall be Bargaining Unit Standing Committees as designated in the By-Laws and ad hoc committees as the Bargaining Unit Executive may from time to time deem necessary.

2.2 PSSP shall have representation on the following District Standing Committees:

- a) Communications
- b) Collective Bargaining Committee
- c) Educational Services Committee
- d) Political Action Committee
- e) Status of Women Committee
- f) Health & Safety Committee

and any District Ad Hoc Committees as deemed necessary by the District Executive

ARTICLE 6 - BY-LAWS

The Bargaining Unit may approve By-Laws not inconsistent with this Constitution and with the Constitution, By-Laws, and Policies of the District or Provincial OSSTF.

ARTICLE 7 - AMENDMENTS

Amendments to this Constitution may be made at the Annual Meeting of the Bargaining Unit:

- (a) by a majority vote of the members qualified to vote, present, and voting, provided that:

Notice of the proposed amendment shall have been given to the PSSP President at least 30 days prior to the Annual Meeting, and circulated in writing to all members at least 15 days prior to the Annual Meeting;

- (b) by a 9/10 vote of those qualified to vote, present, and voting where notice has not been given.

By-Law 1 - Duties of Members

- (a) It shall be the duty of members to comply with the Constitution and By-Laws of OSSTF and OSSTF District #27 and the Constitution and By-Laws adopted by OSSTF District #27 PSSP Bargaining Unit.
- (b) Unless forbidden by law, it shall be the duty of every member to refrain from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by other Bargaining Units of OSSTF under the provisions of the Ontario Labour Relations Act or Bill 160 and Bill 74.

By-Law 2 - Dues and Levy - as established by OSSTF and OSSTF District #27

The annual dues for every member shall be as provided in the Constitution and By-Laws of OSSTF and OSSTF District #27.

By-Law 3 - Payment of Dues

The method of payment of dues shall be as prescribed in the Collective Agreement made between the Bargaining Unit and the Limestone District School Board.

By-Law 4 - Representation at Meetings of OSSTF, District #27

- (a) The Bargaining Unit President shall represent the Bargaining Unit at District Executive/Council Meetings of OSSTF, District #27.
- (b) The Chair of the Collective Bargaining Committee may represent the Bargaining Unit at meetings of the OSSTF District #27 Collective Bargaining Committee.
- (c) Every member of the Bargaining Unit shall be eligible to vote at the Annual Meeting of OSSTF, District #27, or at District General Meetings of OSSTF District #27, save for ratification meetings concerning the collective agreement for the Teachers' Bargaining Unit of OSSTF District # 27.

By-Law 5 - Eligibility for Election to District Offices of OSSTF, District #27

Any member of the Bargaining Unit shall be eligible to stand and be elected to, or appointed to, a position on the District Executive of OSSTF, District #27.

By-Law 6 - Bargaining Unit Meetings

Section 1 - Bargaining Unit Executive

- (a) The Bargaining Unit Executive shall meet at the call of the President or on the request of two (2) voting members of the Bargaining Unit Executive.
- (b) A quorum shall be 3/5 of the voting members of the Bargaining Unit Executive.
- (c) The Bargaining Unit Executive shall meet at least four (4) times per year.

Section 2 - Annual Meeting

- (a) An Annual Meeting of all Bargaining Unit members shall be held in May at the call of the President no earlier than twenty (20) working days of written notice having been sent out.
- (b) A meeting of all Bargaining Unit members shall be constituted by the President during the period September to June, if requested by at least ten (10) members of the Bargaining Unit, such request to be in written form, signed by each of the requesting members, provided ten (10) working days' written notice is served.
- (c) The Annual Meeting shall elect the officers of the Bargaining Unit Executive and approve the projected budget for the following business year.

- (d) A quorum for all Bargaining Unit meetings, including the Annual Meeting shall consist of those members qualified to vote, present, and voting.

By-Law 7 - Collective Bargaining Committee

(a) Membership

- (i) The Collective Bargaining Committee shall consist of up to seven (7) members consisting of the Collective Bargaining Chair and representatives from a variety of the constituent personnel groupings.

Non voting Members

- i) Bargaining Unit President,
- ii) District Officer, OSSTF, District #27.

(b) Meetings

The Committee shall meet at least four (4) times per year.

(c) Quorum

A quorum of the Committee shall consist of three (3) of the voting members, one (1) of whom shall be the Collective Bargaining Committee Chair of the Bargaining Unit.

(d) Duties

- (i) The Collective Bargaining Committee shall represent the membership in negotiations for a collective agreement with the Limestone District School Board.
- (ii) The Collective Bargaining Committee shall solicit input from members and the Bargaining Unit Executive, prepare the negotiating brief, carry out negotiations with the Limestone District School Board, distribute information on negotiations to members, arrange for information and ratification meetings, determine negotiating strategy, and devote itself generally to all matters pertinent to collective bargaining on behalf of the Bargaining Unit.

(e) **Liaison with the Collective Bargaining Committee of OSSTF,
District #27**

- (i) The Chair of the Bargaining Unit Collective Bargaining Committee and the Bargaining Unit President shall be voting members of the District #27 Collective Bargaining Committee.

(f) **Terms of Reference**

It shall be the responsibility of the Collective Bargaining Committee to establish and maintain terms of reference, subject to the approval of the Bargaining Unit Executive.

(g) **Ratification**

All employees recognized by the Ontario Labour Relations Board as part of the PSSP bargaining unit may participate in the ratification of a proposed collective agreement negotiated by the PSSP Bargaining Unit.

By-Law 8 - Elections

Section 1 - Offices

Election to the offices on the Bargaining Unit Executive shall take place at the Annual Meeting of the bargaining unit.

Section 2 - Term of Office

The term of office of the Bargaining Unit Executive shall be from July 1st to June 30th.

Section 3 - Vacancies

Vacancies which occur on the Bargaining Unit Executive during the term of office shall be filled by appointment by the Bargaining Unit Executive until the expiry of the office for each position.

Section 4 - Nominations

- (a) Written nominations for Bargaining Unit Executive offices should be submitted to the District Officer and Bargaining Unit Secretary at least twenty (20) working days prior to the Annual Meeting and shall be signed by two (2) members of the PSSP Bargaining Unit.
- (b) Nominations duly moved and seconded shall be received from the floor of the Annual Meeting.

Section 5 - Balloting

Balloting for Bargaining Unit Executive positions shall be carried out by the District Officer of OSSTF District #27 or his/her designate. Election shall be by majority vote of those qualified to vote, present, and voting. If there are several candidates for any one position, the candidate receiving the least number of votes shall be dropped from subsequent ballots and voting shall proceed until a candidate obtains a majority.

By-Law 9 - Duties of Bargaining Unit Executive

(a) Functions

The Bargaining Unit Executive shall:

- (i) administer the business of the Bargaining Unit between Annual Meetings;
- (ii) establish interim policy for the Bargaining Unit;
- (iii) communicate regularly to Bargaining Unit members regarding the management of Bargaining Unit business;
- (iv) send a representative to monthly District Executive meetings of OSSTF, District #27;
- (v) oversee the operation of the Collective Bargaining Committee;
- (vi) in conjunction with the Treasurer, prepare a projected budget for the District Executive and the Annual Meeting.
- (vii) in conjunction with the Secretary, ensure that there are PSSP Bargaining Unit Minutes prepared for the Bargaining Unit Executive and the Annual Meeting.

(b) President

The President shall:

- (i) be the presiding officer and the official representative of the Bargaining Unit;
- (ii) call Bargaining Unit Executive meetings, as required, and the Annual Meeting;
- (iii) represent the Bargaining Unit at District Executive meetings of OSSTF, District #27;
- (iv) liaise regularly with the President and the District Officer of OSSTF District #27;
- (v) submit a report each year to the Annual Meeting;
- (vi) be an ex-officio member of all Bargaining Unit committees.

(c) Vice-President

The Vice-President shall:

- (i) perform the duties of the President in his/her absence if so designated by the President;
- (ii) carry out duties as may be delegated by the President or the Bargaining Unit Executive.

(d) Secretary

The Secretary shall:

- (i) receive correspondence on behalf of the Bargaining Unit;
- (ii) arrange for keeping of records of Bargaining Unit Executive meetings and the Annual General Meeting(s).

(e) Treasurer

The Treasurer shall:

- (i) keep accurate account of Bargaining Unit finances and report to each Bargaining Unit Executive meeting regarding the status of Bargaining Unit finances;
- (ii) report to the Annual Meeting regarding the status of Bargaining Unit finances and present the projected budget on behalf of the Bargaining Unit Executive for the approval of the membership.

(f) **Chair of the Collective Bargaining Committee**

The Chair of the Collective Bargaining Committee shall:

- (i) assume responsibility for calling meetings of the Collective Bargaining Committee;
- (ii) will attend meetings of the District Collective Bargaining Committee of OSSTF, District #27;
- (iii) be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting same for approval to the Bargaining Unit Executive;
- (iv) present the highlights of the terms of settlement of a Collective Agreement with the Limestone District School Board to the membership for information and ratification, at least five (5) working days in advance of a General Meeting called for the purpose of ratification.

By-Law 10 - Amendments

Amendments to these By-Laws may be made at the Annual Meeting of the Bargaining Unit.