



**OSSTF DISTRICT 25
OTTAWA-CARLETON**

**STUDENT SUPPORT PROFESSIONALS
(SSP) BARGAINING UNIT**

**CONSTITUTION & BY-LAWS
2022-2023**

As amended May 30th, 2022

CONSTITUTION

Article 1 **Definitions**

- 1.1 In this constitution:
- 1.1.1 "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
- 1.1.2 "OSSTF District 25" shall mean the OSSTF body which represents the OSSTF Members employed by the Ottawa-Carleton District School Board.
- 1.1.3 "SSP" and/or Unit shall mean Student Support Professionals of OSSTF District 25.
- 1.1.4 "Member" shall mean an Active Member of this OSSTF District 25 Bargaining Unit.
- 1.1.5 "AGM" shall mean the Annual General Meeting of the Bargaining Unit.
- 1.1.6 "Constitution" shall mean a system of fundamental principles according to which the Bargaining Unit is governed, and includes the basic organization of the Bargaining Unit and shall not contravene the Constitution of the OSSTF or OSSTF District 25.
- 1.1.7 "By-Laws" shall mean the standing rules governing the members of the Bargaining Unit; the By-laws of the Bargaining Unit shall not contravene the By-Laws of the OSSTF or OSSTF District 25.
- 1.1.8 "Policy" shall mean a stand or position formally adopted by the OSSTF.
- 1.1.9 "Workplace" shall mean any place where an active member of the Bargaining Unit is employed.
- 1.1.10 "Workplace Representative" shall mean a member of OSSTF, who has been elected or appointed by the Bargaining unit Executive.

Article 2 **Name**

- 2.1 The name of this organization shall be the OSSTF District 25 Student Support Professionals.

Article 3 **Objectives**

- 3.1 The Objectives of the organization shall be:
- 3.1.1 To uphold the Objectives of the OSSTF and the OSSTF District 25 as outlined in their respective constitutions;
- 3.1.2 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 Ottawa-Carleton District School Board; and
- 3.1.3 To establish reasonable By-Laws and Policy governing its members which shall not contravene those established by the OSSTF.

Article 4 **Membership**

4.1 Members shall be all persons who are members of the Bargaining Unit described in Article 1.1.4.

Article 5 **Dues**

5.1 Dues shall be as prescribed by the By-Laws of the OSSTF. The Bargaining Unit shall have the authority to levy an additional amount for the express purpose of funding, in whole or in part, the time release of Bargaining Unit Officer(s) as described in the By-Laws.

Article 6 **Bargaining Unit Organization**

6.1 **Bargaining Unit Executive**

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

President
Vice-President
Treasurer
Secretary
Chief Negotiator/Contract Maintenance Officer
Communications Officer
Educational Services Officer (Professional Development)
1st Executive Officer
2nd Executive Officer
Membership Services Officer
Equity, Anti-Racism & Anti-Oppression Officer
Past President

6.1.2 The Bargaining Unit Executive shall ensure that representatives from within the Bargaining Unit are elected or appointed to represent the Bargaining Unit at other OSSTF organizations or meetings as determined by the Constitutions and By-Laws of OSSTF and OSSTF District 25; these representatives shall include, but not be limited to:

- representatives to the OSSTF AMPA
- representatives to OSSTF District 25 meetings as specified in the OSSTF District 25 Constitution.

6.1.3 No member of the Bargaining Unit shall hold more than one position on the Bargaining Unit Executive except where a vacancy is not able to be filled by the Executive as per By-Law 18.

6.2 **Bargaining Unit Standing Committee**

6.2.1 There shall be a Collective Bargaining Committee comprised of up to twelve (12) members, in addition to the President Chief Negotiator/Contract Maintenance Officer and the Membership Services Officer.

6.2.2 There may be other Standing Committees as designated in the By-Laws; and Ad Hoc Committees as the Bargaining Unit Executive may deem necessary.

6.3 **Bargaining Unit General Meeting**

6.3.1 There shall be a Bargaining Unit Annual General Meeting held during the month of May at the call of the President with a minimum of twenty (20) working days' notice to the members.

6.3.2 There may be other Special General Meetings as outlined in the By-Laws.

6.3.3 As necessary, meeting of the Bargaining Unit membership, executive or committees may be held either partially or fully electronically. Under no circumstances can any part of the electronic meeting be recorded.

Article 7 Time Release Officer Salaries

7.1 Subject to the approval of the Budget, the Bargaining Unit shall provide for full-time release for the President, Chief Negotiator/Contract Maintenance Officer and Membership Services Officer;

7.2 The Salary and Benefits of any time release officer of the Bargaining Unit Executive shall be the Salary and Benefits which would normally have been paid by the Ottawa-Carleton District School Board to the particular individual during their time of office. The President's salary will be multiplied by 1.10. The Chief Negotiator/Contract Maintenance Officer and the Membership Services Officer salary will be multiplied by 1.05.

Article 8 By-Laws

8.1 The Bargaining Unit may pass By-Laws not inconsistent with the Constitution or existing By-Laws concerning the proper conduct and management of its business.

Article 9 Amendments

9.1 Amendments to these Articles may only be made at the Bargaining Unit's Annual General Meeting;

9.1.1 by a two-thirds vote of the members qualified to vote, present and voting – provided that notice of the proposed amendments shall have been given to the bargaining unit's administrative assistant as assigned by District 25 at least fifteen (15) working days prior to the Bargaining Unit Annual General Meeting, and circulated to the members at least ten (10) working days prior to the meeting;

9.1.2 by a nine-tenths vote of the members qualified to vote, present and voting, where such notice has not been given.

BY-LAWS

By-Law 1 Duties of Members

- 1.1 It shall be the duty of members to comply with the Constitutions and By-laws of the OSSTF and OSSTF District 25; and the Constitution and By-Laws adopted by the Bargaining Unit.
- 1.2 It shall be the duty of members to uphold the Code of Ethics contained in the Constitution of OSSTF.
- 1.3 Unless forbidden by law, it shall be the duty of members to refrain from undertaking or supporting actions which determine or attempt to undermine any sanction imposed by any other OSSTF Bargaining Unit under the provisions of the Ontario Labour Relations Act or any other applicable legislation.

By-Law 2 Anti-Harassment and Anti-Bullying Statement

- 2.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Statement and Procedure to be followed at all OSSTF workplaces and functions.
- 2.2 The Anti-harassment Policy shall be read into the record at the beginning of each Annual General Meeting and at all meetings or events of the Bargaining Unit.

By-Law 3 Anti-Harassment and Anti-Bullying

3.1 Complaint and Resolution Process

- 3.1.1 A member who believes they have been the target of harassment or discrimination at a Bargaining Unit sponsored OSSTF meeting or event is encouraged to take immediate action to ensure this behaviour is stopped.
- 3.1.2 As a first step, the member should make it clear to the perpetrator that they find 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.
- 3.1.3 If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, they should speak with the designated officer(s) and request them to act on their behalf.
- 3.1.4 If no officer has been designated, the member should speak with the President to ask that one be appointed.
- 3.1.5 The designated officer will investigate the complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally.
- 3.1.6 During this process, the designated officer may remove the respondent temporarily from the meeting if circumstances warrant.

- 3.1.7 The investigation shall be handled confidentially, however all complaints will be reported by the officer to the President.
- 3.1.8 If the complaint cannot be resolved informally, the complainant will be asked to put the complaint and all relevant information in writing.
- 3.1.9 The parties involved in a formal complaint will receive a written report stating the findings and any action taken.
- 3.1.10 Resolutions may include but are not limited to apologies, mediation, warnings or removal/exclusion from the meeting or event.
- 3.1.11 Decisions may be reviewed by the Bargaining Unit Appeal Committee on the request of a member.

By-Law 4 Anti-Harassment and Anti-Bullying Appeal Procedure

- 4.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:
 - 4.1.1 Within five (5) working days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President, or the Vice President if the complaint is lodged against the President, for an Appeal Hearing.
 - 4.1.2 Within two (2) working days of receiving the request, the Bargaining Unit President, or the Vice President if the complaint is lodged against the President, shall appoint three (3) members of the Bargaining Unit Appeal Committee to consider the appeal.
 - 4.1.3 Within three (3) working days, the Bargaining Unit Appeal Committee shall meet to consider the appeal.
 - 4.1.4. The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
 - 4.1.5 Following the review, the Committee shall either confirm or modify the decision.
 - 4.1.6 The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Statement and Procedures.
 - 4.1.7 The Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President, or the Vice President if the complaint is lodged against the President, within five (5) working days after the meeting at which the Appeal is considered.
 - 4.1.8 Within two (2) working days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President or the Vice President if the complaint is lodged against the President shall communicate the decision to the Appellant in writing.

- 4.1.9 The decision of the Bargaining Unit Appeal Committee shall be considered final and not subject to any further appeals.

By-Law 5 **Dues and Levy**

- 5.1 The annual dues for every member shall be as provided in the constitution of OSSTF.
- 5.2 Changes to the amount of the levy shall require a three-fifths vote at a Bargaining Unit Annual General Meeting.

By-Law 6 **Payment of Dues and Levy**

- 6.1 The method of payment of dues and the levy shall be as provided for in the collective agreement between the Bargaining Unit and the Ottawa-Carleton District School Board.

By-Law 7 **Bargaining Unit Funds**

- 7.1 Any year-end surplus in the general operating account of the Bargaining Unit may be placed into the following funds/accounts:

7.1.1 **The General Reserve Fund**

The General Reserve Fund may be used to finance Bargaining Unit expenses not anticipated or not budgeted for in the General Operating Account budget.

Funds may be transferred at year-end from the General Operating Account to the General Reserve fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the Bargaining Unit Executive.

Expenditures from the General Reserve Fund shall be approved by a motion of the Bargaining Unit Executive.

The Annual General Meeting of the Bargaining Unit shall be informed of all expenditures from the General Reserve Fund.

By-Law 8 **Budget**

- 8.1 The Bargaining Unit Treasurer in accordance with accepted accounting practice shall draft the budget.
- 8.2 The budget shall be approved by the Executive and submitted to the Annual General Meeting for approval.
- 8.3 The budget shall include estimated costs of projected activities.
- 8.4 The Bargaining Unit shall maintain a balanced budget.
- 8.5 The Executive shall have the sole responsibility for the administration of the budget.
- 8.6 The Bargaining Unit Treasurer shall present a year-to-date financial statement of actual expenditures for the current Federation year at the Annual General Meeting.

- 8.7 The Bargaining Unit Treasurer shall present a year-end financial statement of the actual expenditures for the previous Federation year for distribution to the members at the Annual General Meeting.

By-Law 9 Representation at OSSTF Meetings Outside of the Bargaining Unit

- 9.1 The Executive shall ensure that the Bargaining Unit is appropriately represented at OSSTF meetings at the District and Provincial levels by seeking out members interested in representing and are eligible (according to the appropriate Constitution) to represent the Bargaining Unit.

By-Law 10 Representation at OSSTF Annual Meeting of the Provincial Assembly (AMPA) and Annual Meeting of the District Assembly (AMDA)

- 10.1 Representation at OSSTF's Annual Meeting of the Provincial Assembly (AMPA) and the Annual Meeting of the District Assembly (AMDA) shall be determined in the following order:
Provincial Councillor(s)
Bargaining Unit Executive Members
Collective Bargaining Committee (CBC) Members
Education Services Committee Members
SSP Awards Committee
Workplace Representatives
General Membership
- 10.2 Delegate and alternate positions shall be appointed by the Bargaining Unit Executive.
- 10.3 Delegates and alternates to AMPA will be delegates to the Annual Meeting of the District Assembly (AMDA).

By-Law 11 Eligibility to Vote or Stand for Election

- 11.1 Every member of the Bargaining Unit, subject to the appropriate Constitution and By-laws, shall be entitled to vote at all General Meetings at the Bargaining Unit and District level.
- 11.2 Every member of the Bargaining Unit, subject to the appropriate Constitution and By-Laws, shall be entitled to stand for any office at the Bargaining Unit and District level.
- 11.3 Every member of the Bargaining Unit, subject to the OSSTF Constitution and By-Laws, shall be entitled to seek office at the Provincial level.

By-Law 12 Bargaining Unit Meetings

12.1 Electronic meetings

- 12.1.1 The platform in which these electronic meetings can be held is designated by the President.

- 12.1.2 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 votes.
- 12.1.3 The designated platform must require members, participating in the electronic meeting, to log in or register to satisfy the process of verification of membership of meeting participants.
- 12.1.4 Electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive or committees or by OSSTF rules of orders.
- 12.2 **Bargaining Unit Annual General Meeting**
- 12.2.1 The President shall call the Bargaining Unit Annual General Meeting held during the month of May, with a minimum of twenty (20) working days notice to the members.
- 12.2.2 It shall be the duty of this meeting:
 - 12.2.2.1 To ratify amendments to the Constitution and By-laws of the Unit,
 - 12.2.2.2 To receive the previous year-end treasurer report, the current year-to-date treasurer report and approve the Unit Budget for the coming year,
 - 12.2.2.3 To elect the members of the Unit Executive, Collective Bargaining Committee and any other elected office,
 - 12.2.2.4 To receive and/or vote upon, if required, Executive reports on Unit policies, programs, and activities undertaken during the year,
 - 12.2.2.5 To receive Standing Committee Reports,
 - 12.2.2.6 To receive such other business as may be required,
 - 12.2.2.7 To establish, amend, or rescind unit policy.
- 12.2.3 The Bargaining Unit Annual General Meeting shall be the supreme legislative authority of the Bargaining Unit and be the only forum to amend this Constitution and By-Laws.
- 12.3 **Other Bargaining Unit General Meetings**
- 12.3.1 The President shall call other all-member General Meetings as required, or when a written request is received with the support of at least thirty (30) members. The President shall, within five (5) working days of receipt of such notice, notify the membership of a Special General Meeting to be held within ten (10) working days.
- 12.3.2 **Quorum**
- 12.3.2.1 Proper notice having been given, the Quorum at the Bargaining Unit Annual General and at any other Special General Meetings called by the President shall be those members eligible to vote, present, and voting.

12.4 **Bargaining Unit Executive Meetings**

- 12.4.1 The Bargaining Unit Executive shall meet at least eight (8) times per year at the call of the President, or at the request in writing, of at least three (3) voting members of the Executive.
- 12.4.2 The quorum for Bargaining Unit Executive Meetings shall be the President or designate, plus 50% of the voting members.
- 12.4.3 Any meeting of the Executive at which one or more members are participating through electronic means shall be conducted in a way that provides, at a minimum, conditions of opportunity for simultaneous aural communication among all participating members equivalent to those of meetings held in one room.
- 12.4.4 In a meeting taking place under the conditions in 12.1 all members who are participating shall be considered to be present.
- 12.4.5 The position of a member of the Bargaining Unit Executive may be vacated if the member misses three (3) Executive meetings without just cause.

12.5 **Collective Bargaining Committee Meetings**

- 12.5.1 Meetings of the Collective Bargaining Committee shall be called by the Chief Negotiator/Contract Maintenance Officer.
- 12.5.2 The Collective Bargaining Committee shall meet at least two (2) times per year during a negotiating year, or at the written request of at least four (4) members of the committee, such a request to be delivered to the Chief Negotiator/Contract Maintenance Officer and the President.

By-Law 13 Bargaining Unit Committees

13.1 **Collective Bargaining Committee**

- 13.1.1 There shall be up to twelve (12) members, in addition to the President, Chief Negotiator/Contract Maintenance Officer and Membership Services Officer, on the Collective Bargaining Committee. Four (4) members shall be elected at each Annual General Meeting for a term of three (3) years. There should be at least two (2) EA members and two (2) ECE members on the committee.
- 13.1.2 The Collective Bargaining Committee shall elect annually from its members a person who shall be responsible for taking minutes of the proceedings of the Committee.
- 13.1.3 In preparation of the Negotiation Brief, the Collective Bargaining Committee shall solicit input from the Bargaining Unit members.
- 13.1.4 The Collective Bargaining Committee shall prepare the Negotiations Brief.
- 13.1.5 The Chief Negotiator/Contract Maintenance Officer shall present the Negotiating Brief to the Bargaining Unit Executive for their approval.

- 13.1.6 The Chief Negotiator/Contract Maintenance Officer shall present the Negotiating Brief to the OSSTF Provincial Office for approval.
- 13.1.7 The Collective Bargaining Committee shall elect from its members a Negotiating Table Team for the purpose of conducting negotiations with the Ottawa-Carleton District School Board.
- 13.1.8 The Negotiating Table Team shall consist of not more than five (5) members, inclusive of the elected release officers. The table team shall include at least one EA and one ECE. With the exception of the elected release officers, the team shall remain in effect until a Tentative Memorandum of Agreement has been ratified by the membership and the Employer.
- 13.1.9 A quorum of the Collective Bargaining Committee shall be 50% + 1 of the members of the Committee.
- 13.2 **Other Bargaining Unit Standing Committees**
- 13.2.1 There may be other Bargaining Unit Standing Committees as established by the Bargaining Unit Executive.
- 13.2.2 These Committees shall initially be chaired by the President until a meeting is called by the President for the purpose of electing a Chairperson from among the members of the Committee.
- 13.3 **Grievance Committee**
- 13.3.1 **Membership**
- 13.3.2 The Bargaining Unit Grievance Committee shall consist of:
- President
 - Chief Negotiator/Contract Maintenance Officer
 - Membership Services Officer
- 13.4 **Purpose/Duties**
- 13.4.1 The main purpose of the Grievance Committee shall be to determine if an alleged grievance is actually a grievance. A grievance is defined as a complaint concerning the interpretation, the administration, or the alleged violation of the Collective Agreement.
- 13.4.2 The Grievance Committee shall meet, as called by the President, to discuss grievances.
- 13.4.3 All Grievances are confidential to the members of the Grievance Committee, the Bargaining Unit Executive, the grievor and the grievor's agent.
- 13.5 **Procedure for Alleged Grievances**
- 13.5.1 All alleged grievances will be directed to the Bargaining Unit President.
- 13.5.2 The Bargaining Unit Executive may assist the member in presenting the facts of the case to the Grievance Committee.

- 13.5.3 The Grievance Committee will consider “in camera” whether to recommend that the Bargaining Unit should proceed with the grievance.
- 13.5.4 The President shall inform the member of the Committee’s decision that will be reported to the Bargaining Unit Executive and the reason for it and shall inform the member of the appeal process (if required).
- 13.5.5 The President shall also report any minority opinion of the Committee to the Bargaining Unit Executive.
- 13.5.6 The President shall keep Provincial OSSTF apprised of all grievances.
- 13.6 **Grievance Appeals Committee**
- 13.6.1 **Membership**
- 13.6.2 The members of the Grievance Appeals Committee shall elect one (1) of their members to Chair the meeting.
- 13.6.3 The Grievance Appeals Committee shall consist of the Vice President and the two Executive Officers.
- 13.6.4 One (1) member of the Bargaining Unit Executive (who shall not have been a member of the Grievance Committee or a member of the Grievance Appeals Committee) may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward their appeal.
- 13.7 **Procedure for the Grievance Appeals Committee**
- 13.7.1 The Bargaining Unit Member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee will be invited to attend a meeting of the Bargaining Unit Grievance Appeals Committee to present their case.
- 13.7.2 The Bargaining Unit Member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- 13.7.3 The Bargaining Unit President will state the reason(s) for not carrying forward the grievance.
- 13.7.4 The Bargaining Unit Member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the President.
- 13.7.5 The Grievance Appeals Committee will consider the appeal, in camera, after both parties have been excused and will communicate their decision to the Bargaining Unit Member(s) and the Bargaining Unit President.
- 13.7.6 The decision must be made in sufficient time to accommodate the current Collective Agreement time restrictions, thereby ensuring the member is not disadvantaged in their grievance with the employer.

By-Law 14 **Workplace Representatives**

- 14.1 Each work location shall elect a SSP representative in September of each year. In the event that there are no candidates, the Executive shall appoint a representative.
- 14.2 The Workplace Representative shall be responsible:
- to be liaison between the SSP members at their worksite with the Bargaining Unit Executive
 - to distribute communications sent by the President or the Chief Negotiator/Contract Maintenance Officer
 - to represent SSP members at non-disciplinary meetings
 - to attend workplace representative trainings
 - to carry out additional duties as outlined in the OSSTF Constitution and By-Laws.

By-Law 15 **Nominations**

- 15.1 Written nominations for the positions of Bargaining Unit Executive, and Collective Bargaining Committees shall be submitted no later than ten (10) working days prior to the Bargaining Unit Annual General Meeting and shall be signed by at least two (2) members of the Bargaining Unit.
- 15.2 On-time nominations received in accordance with Bylaw 15.1 shall be posted to the membership at least seven (7) working days prior to the Bargaining Unit AGM.
- 15.3 Where no on-time nominations are received, nominations will be received “from the floor” but must be received by the Chair before the close of nominations and must be signed by at least five (5) members of the Bargaining Unit in attendance and voting at the Bargaining Unit Annual Meeting.

By-Law 16 **Elections**

- 16.1 Elections for officers of the Bargaining Unit Executive and the members of the Collective Bargaining Committee shall take place at the Bargaining Unit Annual General Meeting. The presiding officer shall determine the length of the question and answer session before the election for all release officers.
- 16.1.1 Elections for the positions of Chief Negotiator/Contract Maintenance Officer, Vice-President, Secretary, Communications Officer, Second Executive Officer, and the Equity, Anti-Racism & Anti-Oppression Officer shall take place in odd-numbered years.
- 16.1.2 Elections for the positions of President, Membership Services Officer, Treasurer, Educational Services Officer, and the First Executive Officer shall take place in even-numbered years.
- 16.1.2.1 Notwithstanding 16.1.2 election for the position of Membership Services Officer shall take place every leap year commencing 2024.
- 16.2 The term of office for the officers of the Bargaining Unit Executive shall be a two (2) year term and commence on July 1st following the election and expire June 30th two (2) years hence.
- 16.2.1 Notwithstanding 16.2, the term of office for the Membership Services Officer of the Bargaining Unit shall be a four (4) year term and commence on July 1st following the

election and expire June 30th four (4) years hence.

- 16.3 Where candidates are unsuccessful they shall have the right to run for remaining offices that have not been acclaimed through the nominations process .
- 16.4 There shall be four (4) positions elected at each Bargaining Unit Annual Meeting for a three (3) year term on the Collective Bargaining committee.

By-Law 17 Voting

- 17.1 All manner of voting shall be by secret ballot by majority vote of those members, qualified to vote, present and voting. The OSSTF Provincial Office Voting Centre shall be used for all elections and ratification votes.
- 17.2 An anonymous vote conducted through an electronic platform shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
- 17.3 The OSSTF Constitution and By-Laws shall govern voting procedures.

By-law 18 Lack of Candidates for Executive Officers or Collective Bargaining Committees

- 18.1 Where no candidate presents themselves for a position on the Bargaining Unit Executive or the Collective Bargaining Committee during an election, it shall be the duty of the newly elected executive at the first duly-constituted meeting of their team to appoint member(s) to fill such vacancy(ies). Such appointment(s) may be made from among the Bargaining Unit membership, with the exception of the position of President.
- 18.2 Whenever there is a vacancy for the position of President, the Bargaining Unit Executive, after an attempt has been made to fill all other vacancies, shall elect from among themselves, a person to be President of the Bargaining Unit.

By-Law 19 Vacancies during Term of Office

- 19.1 Where any vacancy occurs in a position on the Bargaining Unit Executive or on any Standing or Ad Hoc Committee, the Executive shall fill the position until such time a by-election can take place.

By-Law 20 Ratification of a Tentative Memorandum of Agreement

- 20.1 The Chief Negotiator/Contract Maintenance Officer shall call a special meeting of the Bargaining Unit Executive and the Collective Bargaining Unit Committee to present the terms of a Tentative Memorandum of Agreement.
- 20.2 Following the meeting outlined in By-law 20.1, the President shall call a Special General Information Meeting.
- 20.3 All members of the Bargaining Unit shall be entitled to vote once using the Provincial Voting Centre for a Tentative Memorandum of Agreement.
- 20.4 Ratification of a Tentative Memorandum of Agreement shall be by a 50% +1 vote of those members qualified to vote.

By-Law 21 **Duties of Executive**

21.1 **Unit Executive**

- 21.1.1 It shall be the duty of the Unit Executive:
- 21.1.2 to meet at least eight (8) times per year, at the call of the President or at the written request of three (3) Executive members;
- 21.1.3 to call all Annual and Special Membership meetings;
- 21.1.4 to carry out the directives of the general meetings of the unit membership;
- 21.1.5 to administer the business of the Bargaining Unit between Annual Membership Meetings, in accordance with the Constitution and By-Laws;
- 21.1.6 to facilitate the exchange of information between and among members;
- 21.1.7 to appoint chairpersons of such committees as are necessary for the administration of the Bargaining Unit;
- 21.1.8 to approve a draft budget and present it to the membership;
- 21.1.9 to exercise financial control over the financial affairs of the Bargaining Unit;
- 21.1.10 to oversee the operation of the Collective Bargaining Committee;
- 21.1.11 to approve the unit's negotiations brief;
- 21.1.12 to appoint five (5) members to the Bargaining Unit Anti-Harassment Appeal Committee at the first Executive meeting in September;
- 21.1.13 to appoint an alternate(s) to represent the Bargaining Unit for all or part of a Provincial Council meeting should one or both of the Provincial Councillors be unable to attend.

21.2 **The President**

- 21.2.1 Shall be the Chief Executive Officer and the Official Spokesperson of the Bargaining Unit.
- 21.2.2 Shall be a Grievance Officer for the Bargaining Unit.
- 21.2.3 Shall be a voting member of the Negotiating Team.
- 21.2.4 Shall call and chair meetings of the Bargaining Unit Executive.
- 21.2.5 Shall call and preside at the Bargaining Unit Annual General Meeting and all other meetings of the membership and appoint a person to Chair such meetings as required.
- 21.2.6 Shall be the person responsible for communicating to the membership on issues related to the operation of the Bargaining Unit.
- 21.2.7 Shall be responsible for communicating with other Bargaining Units of OSSTF District 25, and with other OSSTF Bargaining Units and Provincial Office of OSSTF.

- 21.2.8 Shall represent the Bargaining Unit Executive at meetings of the OSSTF District 25 District Executive Council and be responsible for reporting to the Bargaining Unit Executive on those meetings.
- 21.2.9 Shall be responsible for keeping other members of the Bargaining Unit Executive informed about District and Provincial Communications and initiatives as they become available.
- 21.2.10 Shall be a signing Officer for Bargaining Unit Financial matters.
- 21.2.11 Shall provide a written report to the Bargaining Unit Annual General Meeting.
- 21.2.12 Shall be an ex-officio member of all Bargaining Unit Committees.
- 21.2.13 Shall be an AMPA and AMDA Delegate.
- 21.2.14 Shall serve as the Bargaining Unit's Provincial Councillor.
- 21.2.15 Shall be the Pay Equity Officer.
- 21.2.16 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.3 **The Chief Negotiator/Contract Maintenance Officer**
 - 21.3.1 Shall be responsible for the conduct of collective bargaining with the Ottawa-Carleton District School Board.
 - 21.3.2 Shall be responsible, with the Collective Bargaining Committee, for the preparation of the Negotiating Brief.
 - 21.3.3 Shall be responsible for presenting the Negotiating Brief to the Bargaining Unit Executive and the OSSTF Provincial Office for approval.
 - 21.3.4 Shall be responsible for presenting the terms of a Tentative Memorandum of Agreement to the Collective Bargaining Committee, the Bargaining Unit Executive and the Membership for Ratification.
 - 21.3.5 Shall be the Chairperson of the Collective Bargaining Committee and of the Negotiating Team.
 - 21.3.6 Shall be a member of the Grievance Committee.
 - 21.3.7 Shall be responsible for keeping all records from previous negotiations and transferring them to their successor.
 - 21.3.8 Shall be a member of the Pay Equity Job Evaluation Committee.
 - 21.3.9 Shall be the alternate member to the Joint Health and Safety Committee.
 - 21.3.10 Shall be the additional Provincial Councillor should the Bargaining Unit be entitled to two (2) Provincial Councillors.

- 21.3.11 Shall be responsible for the maintenance of the Bargaining Unit database.
- 21.3.12 Shall ensure member service, including, but not limited to:
- Assist members to resolve conflicts with the employer or other members;
 - Represent members at meetings with the employer or other agencies;
 - Assist members to access services and programs.
- 21.3.13 Shall perform other duties as assigned by the President.
- 21.3.14 Shall be an AMPA and AMDA delegate.
- 21.4 **Membership Services Officer**
- 21.4.1 Assist members with respect to relevant legislation including the OMERS pension plan, the Workplace Safety and Insurance Act, and the Employment Insurance Act.
- 21.4.2 Assist members with WSIB, LTD, Attendance Support, Return to Work meetings.
- 21.4.3 To serve as the Bargaining Unit Health and Safety Officer.
- 21.4.4 Responsible for organizing and running workshops pertaining to Maternity/Paternity leave, Employment Insurance and other workshops as deemed necessary.
- 21.4.5 Shall ensure member service, including but not limited to:
- Represent members at meetings with the employer or other agencies;
 - Assist members to access services and programs
 - Act as Liaison for Benefit Services
- 21.4.6 To be a member of the Collective Bargaining Committee.
- 21.4.7 To undertake other duties as assigned by the President.
- 21.4.8 To be an AMPA delegate.
- 21.4.9 To be an AMDA delegate.
- 21.4.10 Shall be the additional Provincial Councillor should the Bargaining Unit President and Chief Negotiator/Contract maintenance Officer not be able to attend.
- 21.4.11 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.5 **Vice-President**
- 21.5.1 Shall represent the interests of the members of the Bargaining Unit and bring issues of concern from the members to the Executive.
- 21.5.2 To act as Executive resource on matters of Political Action.
- 21.5.3 To serve as Executive liaison on Unit and District Political Action committees.

- 21.5.4 To represent the Unit on all political action matters involving other Units and or Federations.
- 21.5.5 Shall be a member of the Grievance Appeals Committee.
- 21.5.6 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.5.7 Shall be a delegate to the ODLC.
- 21.5.8 Shall perform other duties as assigned by the President.
- 21.6 **The Past President**
- 21.6.1 Shall provide advice and continuity to the Executive and the President to enable a smooth transfer to a new Executive.
- 21.6.2 Shall serve for only one year immediately following his/her last term as the elected President.
- 21.6.3 Shall perform other duties as designated by the President.
- 21.7 **The Secretary**
- 21.7.1 Shall record correspondence on behalf of the Bargaining Unit.
- 21.7.2 Shall arrange for the taking and distribution of minutes of Executive meetings.
- 21.7.3 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.7.4 Shall perform other duties as assigned by the President.
- 21.8 **The Treasurer**
- 21.8.1 Shall keep an accurate account of the Bargaining Unit Finances and report to the Bargaining Unit Executive on a regular basis.
- 21.8.2 Shall report to the President and the Executive any anomaly or irregularity in any aspect of the Bargaining Unit Finances.
- 21.8.3 Shall be a Signing Officer for Bargaining Unit Financial matters.
- 21.8.4 Shall act as liaison with the District 25 Treasurer to maintain appropriate control of Bargaining Unit financial matters.
- 21.8.5 Shall act as liaison with other Treasurers for Bargaining Units of OSSTF District 25.
- 21.8.6 Shall, with input from the Bargaining Unit Executive, prepare and present an Annual Budget to the Bargaining Unit Annual General Meeting.

- 21.87 Shall Chair the Bargaining Unit Finance Committee.
- 21.8.8 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.8.9 Shall perform other duties as assigned by the President.
- 21.9 **Executive Officers (2)**
- 21.9.1 **First Executive Officer**
- 21.9.1.1 Shall be a member of the Grievance Appeals Committee.
- 21.9.1.2 Shall be the liaison to the District Status of Women/Human Rights Committee.
- 21.9.1.3 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.9.1.4 Shall perform duties as assigned by the President.
- 21.9.2 **Second Executive Officer**
- 21.9.2.1 Shall be a member of the Grievance Appeals Committee.
- 21.9.2.2 Shall be the Chair of the SSP Awards Committee.
- 21.9.2.3 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.9.2.4 Shall perform duties as assigned by the President.
- 21.10 **The Communications Officer**
- 21.10.1 Shall be responsible for preparing a monthly news flash for the approval of the President.
- 21.10.2 Shall advise and assist the Executive in the area of communications strategies which includes an annual communications calendar.
- 21.10.3 Shall Chair the Communications Committee where one exists in the Bargaining Unit.
- 21.10.4 The newsflash will be distributed to the membership electronically.
- 21.10.5 Shall be a member of the District Communications Committee.
- 21.10.6 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.10.7 Shall perform other duties as assigned by the President.
- 21.11 **The Educational Services Officer**

- 21.11.1 Shall be responsible for organizing professional development activities for the members.
- 21.11.2 Shall advise and assist the Bargaining Unit Executive in the area of Educational Services.
- 21.11.3 Shall Chair the Bargaining Unit Education Services Committee.
- 21.11.4 Shall be responsible for keeping all records and transferring all information and documents to their successor.
- 21.11.5 Shall perform other duties as assigned by the President.
- 21.12 **Equity, Anti-Racism & Anti-Oppression Officer**
- 21.12.1 Shall act as a resource person in the Bargaining Unit which may include reviewing local OSSTF/FEESO policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level.
- 21.12.1 Shall assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation.
- 21.12.2 Shall assist Members to navigate and access OSSTF/FEESO spaces.
- 21.12.3 Shall assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks.
- 21.12.4 Shall assist in the establishment of a local equity, anti-racism, and anti-oppression committee.
- 21.12.5 Shall assist in the preparation of local OSSTF/FEESO materials relating to equity.
- 21.12.6 Shall co-ordinate and participate in training on equity and related matters.
- 21.12.7 Shall assist the Executive regarding equity issues.
- 21.12.8 Shall attend and report to meetings of the Executive.
- 21.12.9 Shall build awareness on equity, anti-racism, and anti-oppressive issues.
- 21.12.10 Shall examine equity-based barriers to participation and leadership at the local level.
- 21.12.11 Shall increase member engagement of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members.
- 21.12.12 Shall liaise with community groups (and other organizations where applicable).
- 21.12.13 Shall liaise with other Bargaining Units' Equity, Anti-Racism & Anti-Oppression Officers to collaborate and share resources.
- 21.12.14 Shall promote communication about Federation events and volunteer opportunities to First Nations, Métis, Inuit, and equity-seeking members.

- 21.12.15 Shall support and amplify members of First Nations, Métis, Inuit, and equity-seeking groups within the Bargaining Unit.
- 21.12.16 Shall perform other duties as assigned by the President

By-Law 22 **Amendments**

- 22.1 Amendments to these By-laws may only be made at the Bargaining Units' Annual General Meeting:
- 22.1.1 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 Bargaining Unit's Administrative Assistant as assigned by District 25 at least fifteen (15) working days prior to the Bargaining Unit Annual General Meeting and circulated to the members at least ten (10) working days prior to the Meeting;
- 22.1.2 by a two-thirds vote of the members qualified to vote, present and voting, where such notice has not been given.