ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

DISTRICT 25

PLANT SUPPORT STAFF BARGAINING UNIT

CONSTITUTION & BY-LAWS 2025-2026

Amended May 5 2024

CONSTITUTION AND BY-LAWS
OF THE
PLANT SUPPORT STAFF BARGAINING UNIT
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 25

ARTICLE 1 - DEFINITIONS:

1.1 "OSSTF" shall mean The Ontario Secondary School Teachers' Federation.

1.2 "District" shall mean District #25, OSSTF.

1.3 "Bargaining Unit" shall mean The Plant Support Staff Bargaining Unit of the OSSTF District #25.

1.4 "Workplace" shall mean any place where an active member of the Bargaining Unit is employed.

1.5 "Workplace Representative" shall mean a member of OSSTF Plant Support Staff Bargaining Unit appointed/elected to act as liaison between workplace members and the Bargaining Unit Executive.

1.6 "Member" shall mean an active member of the OSSTF District #25 Plant Support Staff Bargaining Unit.

1.7 "Constitution" shall mean a system of fundamental principles according by which OSSTF District #25 Plant Support Staff is governed. The constitution of the Bargaining Unit shall not contravene that of OSSTF or OSSTF District #25.

1.8 "By-Laws" shall mean the standing rules governing the membership of the OSSTF. The By-Laws of the Bargaining Unit shall not contravene that of OSSTF or OSSTF District #25.

1.9 "Policy" shall mean a stand or position taken by OSSTF, OSSTF District #25 or the Plant Support Staff Bargaining Unit.

1.10 "Operational Zone" means the operational area or superintendency for custodial operations, as designated and communicated by the employer.

1.11 "Hybrid" means simultaneous in-person and virtual

ARTICLE 2 - NAME

2.1 This organization shall be known as the Ontario Secondary School Teachers' Federation, District #25, Ottawa-Carleton Plant Support Staff Bargaining Unit, hereinafter referred to as the "Bargaining Unit".

ARTICLE 3 - OBJECTS

3.1 The objects of this organization shall be those described in Article 3 of the Constitution of OSSTF.

ARTICLE 4 - MEMBERSHIP

4.1 Members shall be employees of the Ottawa-Carleton District School Board who are members of the Plant Support Staff Unit.

ARTICLE 5 - DUES

5.1 The amount of annual dues shall be as prescribed in the By-Laws of the OSSTF.

5.2 The method of payment of dues shall be as prescribed in the agreement made between the Bargaining Unit and the Ottawa-Carleton District School Board.

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; Protective Services Officer; Health, Safety & Membership Services Officer; Vice-President; Executive Officer Educational Services; Executive Officer Member Equity; Executive Officer Member Engagement; Treasurer; and Communications/Political Action Officer/Secretary.

6.1.2 A member of the Bargaining Unit who is elected as Provincial Councillor and who is not also a member of the Executive shall be a non-voting member of the Executive.

6.1.3 The Past President shall be a non-voting member of the Executive.

6.2 COLLECTIVE BARGAINING COMMITTEE

6.2.1 There shall be a Collective Bargaining Committee consisting of the Bargaining Unit Executive and Collective Bargaining Committee Members at Large.

6.3 BARGAINING UNIT STANDING COMMITTEES

6.3.1 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.

6.4 COUNCIL OF TRADES

6.4.1 There shall be a Council of Trades from time to time, as designated in the By-Laws.

6.5 COUNCIL OF CUSTODIANS

6.5.1 There shall be a Council of Custodians from time to time, as designated in the By-Laws.

ARTICLE 7 - BY-LAWS

7.1 The Bargaining Unit may pass By-Laws that are consistent with the Constitution or existing By-Laws concerning the proper conduct and management of its business.

ARTICLE 8 - AMENDMENTS

8.1 Amendments to this Constitution and By-Laws may be made at the Annual General Meeting of the Bargaining Unit:

(a) by a 2/3 vote of the members qualified to vote, present, and voting, provided that notice of the proposed amendments shall have been given to the Secretary at least fourteen (14) calendar days prior to the Annual Meeting, and circulated to all members at least five (5) calendar days prior to the Annual Meeting; or

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

ARTICLE 9 – EDUCATIONAL BURSARY FUND

9.1 There shall be an Educational Bursary Fund to assist in the education of the children of members from within the Bargaining Unit as described in the Bylaws.

ARTICLE 10 – RETIREMENT FUND

10.1 There shall be a Retirement Fund for members who meet the approved guidelines as described in the Bylaws

ARTICLE 11 – EDUCATION ENHANCEMENT FUND

11.1 There shall be an Education Enhancement Fund to assist in the enhancement of a Bargaining Unit member’s education as described in the Bylaws.

ARTICLE 12 – ELECTRONIC MEETINGS

12.1 Meetings of the Bargaining Unit membership, executive, committees or work groups may be held electronically. No part of the electronic meeting should be recorded without advance notice.

BY-LAWS
OF THE
PLANT SUPPORT STAFF BARGAINING UNIT

BY-LAW 1 - FEDERATION YEAR

1.1 The Federation fiscal and membership year shall be from July 1 to June 30 of the following year.

BY-LAW 2 - DUTIES OF MEMBERS

2.1 It shall be the duty of every member to comply with the OSSTF Provincial, District #25 and Bargaining Unit's Constitution and By-Laws.

2.2 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 The Plant Support Staff Bargaining Unit or any other Bargaining Units of OSSTF.

BY-LAW 3 - LOCAL LEVY

3.1 The normal Bargaining Unit levy shall be $5 per week per member.

3.2 When the equity in the PSSU Financial account reaches $300,000, an emergency meeting shall be called and members will vote on how/where the surplus of $150,000 should be spent.

3.2.1 Notwithstanding the above, a local levy adjustment shall not be instituted if it would reduce our equity to an amount below 20% of the calculated average.

3.2.2 Notwithstanding the above, in federation years where a levy adjustment has been implemented, if emergency or extenuating circumstances are brought to the attention of the Bargaining Unit Executive, the Bargaining Unit Executive shall retain discretionary authority over the continued implementation of a local levy adjustment for that year.

3.3 The method of payment of the levy shall be as prescribed in the agreement made between the Bargaining Unit and the Ottawa-Carleton District School Board.

3.4 The President, Protective Services Officer, and Health, Safety & Membership Services Officer of the Bargaining Unit shall be on full time release.

3.4.1 The salary of the Bargaining Unit President, upon election, shall be the greater of a) the regular salary, first step of the highest paid position of the bargaining unit OR b) the member's salary had they not been elected president. Each completed federation year in office they will move up the salary grid by one level.

3.5 The salary and benefits of the Protective Services Officer shall be equal to the regular salary and benefits of the Chief Custodian 1 grid step 7. Should the incumbent currently have a higher salary they would continue to earn that salary.

3.6 The Bargaining Unit Treasurer shall be paid an annual honorarium as established through the budget process. The honorarium shall be paid in 4 equal quarterly payments.

3.7 The salary and benefits of the Health, Safety & Membership Services Officer of the Bargaining Unit shall be equal to the regular salary and benefits of the Replacement Custodian grid step 7. Should the incumbent currently have a higher salary they would continue to earn that salary.

3.8 The equity in the PSSU financial account shall not drop below $150,000.

BY-LAW 4 - BUDGET AND FINANCE

4.1 A Budget shall be drafted by the Finance Committee and submitted to the Executive, for presentation and approval by the membership at the Annual General Meeting.

4.2 The Budget shall be drafted according to accepted accounting practices.

4.3 The Budget shall include estimated costs of projected activities.

4.4 The Bargaining Unit Executive shall maintain a balanced budget and act in accordance with approved spending guidelines.

4.4.1 The Equity in the PSSU financial account shall not drop below $150,000.

4.5 Cheques Requisition Forms drawn on the Bargaining Unit account shall require two (2) signatures. One (1) signature must be that of the Bargaining Unit President, and one (1) must be that of the Bargaining Unit Treasurer or their Designates.

4.6 All expense vouchers shall be signed by the President and Treasurer or their designates.

4.7 Expenses incurred by a member on behalf of the Bargaining Unit shall be reimbursed to the member subject to the prior approval of the Bargaining Unit President and Bargaining Unit Treasurer or their designates.

BY-LAW 5 - BARGAINING UNIT ORGANIZATION

5.1 BARGAINING UNIT EXECUTIVE

5.1.1 The Bargaining Unit Executive shall meet at the call of the President.

5.1.2 Any of two (2) members of the Bargaining Unit Executive may request that a meeting be called.

5.1.3 The Bargaining Unit Executive shall meet at least ten (10) times per year.

5.1.3.1 The Bargaining Unit Executive shall report to the membership the minutes of executive meetings each month upon request. That report will include the attendance record of Executive member as well as a summary of each individual Executive member's report. The report will not include topics, motions or votes that were conducted in Executive sessions.

5.1.4 Bargaining Unit Executive members who are not the Bargaining Unit President, and who fail to discharge the duties of his or her position for two (2) consecutive meetings, unless satisfactory reasoning is given to the Executive in writing, shall have his or her position declared vacant by the Bargaining Unit President. Vacancies occurring under 5.1.4 shall be filled by By-law 10.1.

5.1.5 Time release officer shall:

5.1.5.1 Maintain accurate leave and vacation records and report regularly to the Bargaining Unit Executive.

5.1.5.2 Release officers shall notify the executive of vacation use with advance notice when possible.

5.1.5.3 Make every attempt to use allotted vacation in the year in which it is earned.

5.1.5.4 All unused vacation must be approved by the executive.

5.1.5.5 Release officers will only be paid out a maximum of 10 vacation credits upon retirement.

5.1.5.6 PSSU Communications/Political Action Officer/Secretary will keep all vacation records recorded.

5.2 WORKPLACE REPRESENTATIVES

5.2.1 Each workplace shall be asked to volunteer a Workplace Representative.

5.2.2 Where more than one per volunteers to be a Workplace Representative at a particular site, an election shall take place at that workplace to determine the representative.

5.2.3 Where no person volunteers for the Workplace Representative at a particular site, the Executive shall appoint someone.

5.2.4 The Workplace Representative shall be the contact person for the workplace, act as liaison between the workplace and the Executive and be responsible to distribute materials sent from the Bargaining Unit, District, or Provincial OSSTF.

5.3 BARGAINING UNIT GENERAL ASSEMBLY

5.3.1 A General Meeting of all Bargaining Unit members may be called at the request of the President during the period September to June.

5.3.2 A General Meeting of all Bargaining Unit members shall be called by the President during the period September to June, at the written request of at least ninety (90) members of the Bargaining Unit.

5.4 ANNUAL MEETING

5.4.1 An Annual Meeting of all Bargaining Unit members shall be held during the month of May at the call of the President.

5.4.2 Written notice shall be sent out at least twenty-one (21) calendar days prior to the Annual Meeting.

5.5 COUNCIL OF TRADES

5.5.1 A Council of Trades shall be established at the beginning of each odd numbered federation year, and shall remain in place for two years.

5.5.1.1 The number of members in the Maintenance Division published on the most recent seniority list shall act as the reference for ascertaining whether a one-quarter (1/4) threshold has been reached.

5.5.1.2 The Council shall be delegated, where every job class within the Maintenance Division of the Bargaining Unit shall be entitled to: one Delegate to the Council for every four (or major fraction thereof) members of their job class who appear on the most recent seniority list.

5.5.1.2.1 Notwithstanding the above, in cases where there are additional job classes in the Maintenance Department that do not appear on the most recent seniority list, yet they are recognized and deemed legitimate by a majority of the Council of Trades, their class shall be added to the Council for the remainder of the federation year and be delegated as follows: one Delegate to the Council for every four (or major fraction thereof) members of the recognized class.

5.5.1.3 Councillors shall be appointed to the Council by the Executive Zone Representative for Stittsville Depot.

5.5.2 At the inaugural Council meeting:

5.5.2.1 the Presiding Officer of the Council shall be established.

5.5.2.2 any additions to the federation's rules of order and procedures shall be adopted by the Council and remain in authority until the Council disbands.

5.5.2.3 one of the councillors shall be elected by the Council to sit as a voting member on the Bargaining Unit Executive until the Council disbands, acting as liaison between the Council and the Executive.

5.6 COUNCIL OF CUSTODIANS

5.6.1 At the written request of custodial members hailing from at least 2 of the active work locations per Superintendency Area (Operational Zone) a Council of Custodians shall immediately be established for the remainder of that federation year.

5.6.2 The Council shall be delegated, where every Superintendency Area (Operational Zone) shall be entitled to two Delegates to the Council.

5.6.2.1 Notwithstanding the above, in cases where there are additional work locations in the Operations Division that do not appear on the most recently published organization chart, yet they are recognized and deemed legitimate by a majority of the Council of Custodians, their number shall be included in the delegate entitlement calculation for the remainder of the federation year.

5.6.3 At the inaugural Council meeting:

5.6.3.1 delegates per Operational Zone shall be elected, acclaimed, or appointed to the Council by members of that Operational Zone, present and voting.

5.6.3.2 the Presiding Officer of the Council shall be established by the delegates.

5.6.3.3 any additions to the federation's rules of order and procedures shall be adopted by the Council and shall remain in authority until the Council disbands.

5.6.3.4 one of the councillors shall be elected by the Council to sit as a voting member on the Bargaining Unit Executive until the Council disbands, acting as liaison between the Council and the Executive.

5.6.4 Due to constraints on time release for union business, council meetings may need to be hosted separately for delegates on daytime and evening shifts. In such cases, quorum for the meetings shall consist of 50% plus one (1) of the councillors on each shift.

5.7 ELECTRONIC MEETINGS

5.7.1 The platform on which electronic meetings can be held shall be designated by the President.

5.7.1.1 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.

5.7.1.2 The designated platform must require members who wish to participate in the electronic meeting to register in advance, and log in with those credentials to satisfy the process of verification of membership of meeting participants.

5.7.1.3 Electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF rules of order.

5.7.1.4 An anonymous vote conducted through the designated platform shall be deemed a ballot vote, fulfilling any requirement in the by-laws or rules that a vote be conducted by ballot.

5.7.2 General Meetings may take place in a hybrid setting.

BY-LAW 6 - STANDING COMMITTEES

6.1 THE COLLECTIVE BARGAINING COMMITTEE

6.1.1 The Collective Bargaining Committee shall consist of the following voting members; the Bargaining Unit Executive, 5 Collective Bargaining Committee Members-at-Large and any other members that may be appointed under 6.1.3, 6.1.4 or 6.1.5.

6.1.2 The Collective Bargaining Committee may include the following non-voting members; the Chief Negotiator from other Bargaining Units, the District President and Provincial representatives.

6.1.3 In the event that the members of the Collective Bargaining Committee described above do not include a member from the Custodial division, the Executive will appoint an additional Member-at-Large to represent that group.

6.1.4 In the event that the members of the Collective Bargaining Committee described above do not include a member from the Maintenance division, the Executive will appoint an additional Member-at-Large to represent that group.

6.1.5 In the event that the members of the Collective Bargaining Committee described above do not include a member from the Regular Part Time or Casual area, the Executive will appoint an additional Member-at-Large to represent that group.

6.1.6 The Collective Bargaining Committee will select a Negotiating Team of five (5) consisting of the President, Protective Services Officer and

representation from (a) Custodial, (b) Maintenance and (c) the RPT or Casual groups.

6.1.7 The Negotiating Team shall present a tentative agreement to the Collective Bargaining Committee for its approval before it may be recommended to the membership at a General Meeting.

6.1.8 The Negotiating Team shall remain intact, once negotiations have started, until negotiations for a collective agreement have been completed. Elections shall take place, in any event, for the next round of negotiations.

6.1.9 The Collective Bargaining Committee shall;

6.1.9.1 Represent the membership in negotiations for a collective agreement with the Ottawa-Carleton District School Board;

6.1.9.2 Prepare the negotiating brief;

6.1.9.3 Carry out negotiations with the Ottawa-Carleton District School Board;

6.1.9.4 Distribute information on negotiations to the membership;

6.1.9.5 Determine negotiating strategy;

6.1.9.6 Arrange for information and ratification meetings;

6.1.9.7 Devote itself generally to all matters pertinent to collective bargaining on behalf of the bargaining unit.

6.2 THE FINANCE COMMITTEE

6.2.1 The Finance Committee shall consist of the following voting members, the Treasurer and four (4) members from the Membership-at-Large.

6.2.2 The Finance Committee may include (non-voting) the Bargaining Unit President, the District Treasurer and/or Provincial Representatives.

6.2.3 The Finance Committee shall meet at least once a year.

6.2.4 The Finance Committee shall be responsible for bringing forward a recommended yearly Budget and/or options to the Bargaining Unit Executive. The Finance Committee may liaise with the President or other members of the Unit Executive for information pertaining to revenue and expenditures.

6.2.5 The Finance Committee shall draft a Budget in accordance with OSSTF By-Laws and practices.

6.3 GRIEVANCE COMMITTEE

6.3.1 The Bargaining Unit Grievance Committee shall be the President/Grievance Officer, Protective Services Officer, Health, Safety and Membership Services Officer and Vice President.

6.3.2 The Bargaining Unit Grievance Officer shall:

6.3.2.1 Be the President of the Bargaining Unit, the Health, Safety and Memberhsip Services Officer and the Protective Services Officer;

6.3.2.2 report to the Bargaining Unit on matters related to grievances;

6.3.2.3 inform each griever of the status of his/her grievance at every stage of the grievance;

6.3.2.4 maintain a confidential file of all alleged grievances;

6.3.2.5 inform the griever of the committee's recommendations along with rationale for the decision.

6.3.3 The main purpose of the Grievance Committee shall be to consider each grievance presented to the Committee.

6.3.4 The Grievance Committee shall meet as required to discuss grievances.

6.3.5 The status of all grievances shall be discussed at all Bargaining Unit Executive Meetings.

6.3.6 All grievances are confidential to the members of the Grievance Committee, the griever, and the griever's agent.

6.3.7 The Grievance Committee shall adopt procedures as detailed in By-Law 14.

6.3.8 The Chair of the Grievance Committee shall be the President.

BY-LAW 7 - RATIFICATION

7.1 Highlights of a tentative settlement must be published for the membership at least three (3) working days before a ratification meeting may take place.

7.2 The President shall convene a General Meeting at which the terms of a tentative settlement will be presented.

7.3 A vote to accept or reject the tentative settlement shall take place by secret ballot at this General Meeting.

7.4 All employees recognized by the Ontario Labour Relations Board as part of the Plant Support Staff Bargaining Unit present and voting may participate in the vote on the proposed collective agreement negotiated by the Negotiating Team.

7.5 Ratification will be successful, if a simple majority of those present and voting are in favour of ratification.

7.6 Ratification ballots shall state:
I am in favour of the proposed Collective Agreement with the Ottawa-Carleton District School Board. YES_____ NO_____.

7.7 Amendments to a current Collective Agreement shall follow the same procedures as per By-Law 7-1 to 7-6.

BY-LAW 8 - TERM OF OFFICE

8.1 The term of office of all elected officers shall be two (2) years.

8.2 The term of office of the Bargaining Unit Executive shall be from July 1 until June 30 of the second year.

8.3 The term of office for the Past President (non-voting) shall be for two (2) years.

BY-LAW 9 - ELECTIONS

9.1 The term of office of the Bargaining Unit Executive shall be from July 1 until June 30 of the second year.

9.1.1 The term of office of the Collective Bargaining Committee Members at Large shall be from July 1 in the year they are elected until June 30 of the year in which the next Collective Bargaining Committee Members at Large are elected.

9.2 The elections for the President, Treasurer, Executive Officer Member Engagement and Executive Officer Educational Services shall take place in even number years.

9.3 The elections for the for the Protective Services Officer, Vice-President, Executive Officer Member Equity and Communications/Political Action Officer/Secretary shall take place in odd number years.

9.4 The elections for Collective Bargaining Committee Members at Large shall take place in the year prior to which the current collective agreement expires.

9.4.1 Executive positions shall be filled in order in which they appear in 9.2 and 9.3 of the By-laws.

9.4.2 An Election Committee shall be appointed by the Executive consisting of up to four (4) members not seeking election in the current year.

9.4.3 Only Bargaining Unit members in good standing may stand for election.

9.5 NOMINATIONS

9.5.1 Nominations for Bargaining Unit Executive positions shall close eight (8) calendar days prior to the Annual General Meeting.

9.5.1.1 Nominations from the floor will only be accepted if there are no nominations received under 9.5.1.

9.5.2 Nominees supported by two (2) members shall submit their names to the Elections Committee prior to the close of nominations.

9.5.3 The names of prospective candidates and the position sought shall be circulated to the membership at least five (5) calendar days prior to the Annual General Meeting.

9.6 VOTING

9.6.1 Balloting shall be supervised by the Elections Committee of the Bargaining Unit.

9.6.2 The elections Chair shall be the release officer that is not up for election in that federation year. Should both release officers be running for a position, the Bargaining Unit Executive shall appoint an Elections Chair from the remaining Executive members who are not seeking re-election.

9.6.3 A simple majority of votes cast by those members present and voting shall be required for election to all positions.

9.6.4 Where more than two (2) candidates are nominated for a position, the candidate who obtains the least number of votes shall be dropped from subsequent ballots and balloting shall proceed until a candidate has secured the required simple majority for election.

9.6.5 A defeated candidate may drop down and run for a position that has not yet been filled.

9.6.6 Balloting shall be done by secret ballot.

9.7 LACK OF CANDIDATES FOR ELECTED POSITIONS

9.7.1 Where a lack of candidates present themselves for elected positions, it shall be the duty of the newly elected Bargaining Unit Executive to appoint members to those positions at the first constituted business meeting in its term of office.

BY-LAW 10 - VACANCIES

10.1 If a vacancy occurs in any Bargaining Unit Office, except the Presidency, the Bargaining Unit Executive shall elect a Bargaining Unit member to fill vacancy until the end of term of office.

10.2 Where the vacancy occurs in the Presidency in the final six (6) months of the term of office (January 1 or later of the final year of office), an interim President shall be appointed by the Executive until the elections occur at the regularly scheduled AGM.

10.3 Where the vacancy occurs in the Presidency prior to the final six (6) months of the term of office, an emergency General Membership Meeting shall be called to elect an interim President. This meeting shall occur within twenty-one (21) calendar days of the vacancy becoming known.

10.4 Where an interim President exists, the newly elected President under 10.2 or 10.3 shall assume office within fourteen (14) calendar days of the election.

BY-LAW 11 - DUTIES OF BARGAINING UNIT EXECUTIVE

11.1 BARGAINING UNIT EXECUTIVE

11.1.1 The Bargaining Unit Executive shall:

11.1.1.1 administer the business of the Bargaining Unit between Annual Meetings;

11.1.1.2 communicate on a regular basis with the Bargaining Unit members regarding the management of Bargaining Unit business;

11.1.1.3 meet, when required, with the Executive of other OSSTF District #25 Bargaining Units;

11.1.1.4 act as Grievance Committee for the Bargaining Unit;

11.1.1.5 act as Communications Committee for the Bargaining Unit;

11.1.1.6 elect an alternate, if required, to replace the President for a Provincial Council Meeting;

11.1.1.7 appoint, or elect if necessary, delegates and alternates to attend the Annual Meeting of the Provincial Assembly (AMPA) in the following order of preference:

(1) from current release officers of the bargaining unit then;
(2) from other current bargaining unit Executive members then;
(3) from bargaining unit members currently sitting as a Chairperson of a Provincial Standing Committee, Council or workgroup then;
(4) from bargaining unit members currently sitting on a Provincial Standing Committee, Council or workgroup then;

(5) from bargaining unit members currently sitting on a local Standing Committee then;
(6) from the general membership.

11.1.1.8 when necessary, elect the Collective Bargaining Committee Members-at-Large;

11.1.1.9 to appoint (5) members to the Bargaining Unit Appeals Committee prior to September 30 of each year;

11.1.1.10 appoint a Hiring Committee, in leap years, to make a recommendation on hiring the bargaining unit Health, Safety & Membership Services Officer to a 4-year term on the Bargaining Unit Executive.

11.1.1.10.1 The Hiring Committee shall consist of the: President; Protective Services Officer; Treasurer; and three (3) Members-At-Large.

11.1.1.10.2 The Hiring Committee shall be chaired by the President.

11.1.1.10.3 Prior to the beginning of the hiring process, the Hiring Committee shall draft a comprehensive screening and selection process for all applicants, and they shall ensure it is applied identically for all candidates. The Hiring Committee shall share the screening and selection process with the Bargaining Unit Executive for endorsement.

11.1.1.10.4 The Hiring Committee shall make their decision and communicate their recommendation to the Bargaining Unit Executive in advance of the June 15 (Collective Agreement) employer deadline for staffing.

11.1.1.10.5 Notwithstanding all of the above, for 2021 a Hiring Committee shall be appointed by May 11, 2021 for the hiring of an interim Health, Safety & Membership Services Officer by June 15, 2021.

11.2 <u>PRESIDENT</u>

11.2.1 The President shall:

11.2.1.1 be the official representative of the Bargaining Unit;

11.2.1.2 be the presiding officer over all Executive and Bargaining Unit meetings;

11.2.1.3 represent the Bargaining Unit at the meetings of the District Executive Council;

11.2.1.4 liaise regularly with the President of District #25;

11.2.1.5 submit a report on the year’s activities of the Annual Meeting;

11.2.1.6 be an ex-officio member of all Bargaining Unit committees;

11.2.1.7 be the Bargaining Unit Provincial Councillor at Provincial Council;

11.2.1.8 act as Grievance Officer;

11.2.1.9 communicate with members regularly through email, newsletters, site visits and other means as may be necessary

11.2.1.10 represent the views and concerns of members to Board trustees and senior management.

11.2.1.11 submit a President's Report each year to the Annual General Meeting;

11.2.1.12 Ensure member service, including but not limited to:

11.2.1.12.1 Assist members to resolve conflicts with the employer or other members;

11.2.1.12.2 Represent members at meetings with the employer or other agencies;

11.2.1.12.3 Assist members to access services and programs;

11.2.1.13 Make a written report of activities to the Bargaining Unit Executive at every Executive meeting.

11.3 VICE-PRESIDENT

11.3.1 The Vice President shall:

11.3.1.1 sit on the Grievance Committee;

11.3.1.2 sit on the Labour Management Committee;

11.3.1.3 aid the President in discharging the President’s responsibilities and if necessary during the President’s temporary absence, discharge all the duties of the President;

11.3.1.4 liaise regularly with the President to ensure that the President is kept current on all aspects of bargaining unit governance;

11.3.1.5 assist with the planning of Professional Development Activities;

11.3.1.6 make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.3.1.7 perform other duties as assigned by the President or Bargaining Unit Executive.

11.4 EXECUTIVE – EQUITY, ANTI-RACISM AND ANTI-OPPRESSION OFFICER

11.4.1 The Executive – Equity, Anti-Racism and Anti-Oppression Officer shall:

11.4.1.1 advise the Bargaining Unit Executive on all matters related to Human Rights and/or Status of Women Committee;

11.4.1.2 sit as the bargaining unit representative on the District 25 Human Rights/Status of Women Committee;

11.4.1.3 assist with the planning of Professional Development Activities, including, but not limited to, training on equity and related matters;

11.4.1.4 make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.4.1.5 perform other duties as assigned by the President or Bargaining Unit Executive;

11.4.1.6 act as Pay Equity Officer;

11.4.1.7 assist Members to navigate and access OSSTF/FEESO spaces;

11.4.1.8 actively seek member engagement of First Nations, Métis, Inuit, Black, racialized, and/or other equity-seeking members;

11.4.1.9 support and amplify members of First Nations, Métis, Inuit, and equity-seeking groups within the District.

11.5 <u>TREASURER</u>

11.5.1 The Treasurer shall:

11.5.1.1 keep accurate account of Bargaining Unit finances and report to each Bargaining Unit Executive meeting regarding the status of Bargaining Unit finances;

11.5.1.2 report to the Annual Meeting regarding the status of Bargaining Unit finances and present the projected budged on behalf of the Bargaining Unit Executive for the approval of the membership;

11.5.1.3 be the administrator of the Bargaining Unit funds and disburse those funds in accordance with the budget as approved at the Annual General Meeting;

11.5.1.4 be accountable to the Bargaining Unit members;

11.5.1.5 be responsible for all Bargaining Unit funds;

11.5.1.6 report to the District Treasurer on Bargaining Unit funds;

11.5.1.7 provide financial reports to the members at least once a year. These reports shall include expenses to date for each budget line and the financial position of the Bargaining Unit including all Bargaining Unit assets;

11.5.1.8 be the Bargaining Unit representative at the District Finance Committee;

11.5.1.9 act as Chair of the Bargaining Unit Finance Committee;

11.5.1.10 Report to the Bargaining Unit Executive and the General Membership on the status of the Educational Bursary and Retirement Funds a minimum of once per year.

11.6 PROTECTIVE SERVICES OFFICER

11.6.1 The Protective Services Officer shall:

11.6.1.1 Be responsible to conduct the collective bargaining with the Ottawa-Carleton District School Board;

11.6.1.2 report to the Bargaining Unit Executive on the status of Bargaining;

11.6.1.3 call meetings of the Collective Bargaining Committee;

11.6.1.4 be the Chair of the Collective Bargaining Committee and the Table Team;

11.6.1.5 report to the membership on the status of negotiations;
11.6.1.6 facilitate the preparation of the Bargaining Brief;

11.6.1.7 consult with other OSSTF Bargaining Units in District #25;

11.6.1.8 be responsible for presenting the terms of a Tentative Memorandum of Agreement to the Collective Bargaining Committee and the Bargaining Unit Executive;

11.6.1.9 be responsible for presenting the terms of a Tentative Memorandum of Agreement to the general Membership for Ratification;

11.6.1.10 be responsible for the maintenance of the bargaining unit database and be responsible for tracking all matters related to staffing;

11.6.1.11 attend meetings of OSSTF sponsored regional and provincial Collective Bargaining Committee meetings and conferences;

11.6.1.12 Ensure member service, including but not limited to:

11.6.1.12.1 Assist members to resolve conflicts with the employer or other members;

11.6.1.12.2 Represent members at meetings with the employer or other agencies;

11.6.1.12.3 Assist members to access services and programs;

11.6.1.13 make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.6.1.14 submit a Chief Negotiator/Member Services Officer's Report each year at the Annual General Meeting;

11.6.1.15 perform other duties as assigned by the President or Bargaining Unit Executive.

11.7 COMMUNICATIONS/POLITICAL ACTION OFFICER/SECRETARY

11.7.1 The Communications/Political Action Officer/Secretary shall:

11.7.1.1 inform the membership of District #25 Plant Support Staff Bargaining Unit on a regular basis of the matters affecting the Bargaining Unit, District and Provincial OSSTF through the medium of a Bargaining Unit Newsletter or through other medium as may be directed by the Bargaining Unit Executive;

11.7.1.2 be responsible for the regular upkeep of the bargaining unit portion of the District 25 website;

11.7.1.3 act as Chairperson of the bargaining unit Communications/Political Action Committee;

11.7.1.4 to act as Executive resource person on matters relating to Political Action;

11.7.1.5 serve as Executive liaison on Unit and District Political Action Committees;

11.7.1.6 represent the Unit on all political action matters involving other Units and other unions;

11.7.1.7 Arrange for the keeping of records of the Bargaining Unit Executive and General Meetings;

11.7.1.8 send a copy of these minutes to the appropriate members expected to attend the above mentioned meetings;

11.7.1.9 ensure the posting to the OSSTF PSSU Google group of the approved minutes of Executive and membership meetings;

11.7.1.10 make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.7.1.11 perform other duties as assigned by the President or Bargaining Unit Executive.

11.8 COLLECTIVE BARGAINING COMMITTEE MEMBERS AT LARGE

11.8.1 Collective Bargaining Committee Members at Large shall:

11.8.1.1 sit as members of the Collective Bargaining Committee;

11.8.1.2 assist in the preparation of the Brief.

11.9 HEALTH, SAFETY & MEMBERSHIP SERVICES OFFICER (HSMSO)

11.9.1 The Health, Safety & Membership Services Officer shall:

11.9.1.1 Undertake appropriate training;

11.9.1.2 Represent the Bargaining Unit at all meetings of the Joint Occupational Health and Safety Committee (JOHSC);

11.9.1.3 Represent the Bargaining Unit at all meetings of the District Health and Safety Committee;

11.9.1.4 Communicate updates to the Bargaining Unit Executive regarding the work of the Joint Occupational Health and Safety Committee and the District Health and Safety Committee;

11.9.1.5 Make recommendations to the Employer and Bargaining Unit Executive on matters related to Health and Safety;

11.9.1.6 Investigate work refusals and serious accidents (critical injuries);

11.9.1.7 Identify workplace hazards;

11.9.1.8 Consult with other OSSTF Bargaining Units in District #25;

11.9.1.9 Attend meetings of OSSTF sponsored regional and provincial Health & Safety Committee meetings and conferences;

11.9.1.10 Facilitate and ensure access to membership services, including but not limited to:

11.9.1.10.1 assisting members to resolve conflicts with the employer or other members;

11.9.1.10.2 representing members at meetings with the employer or other agencies;

11.9.1.10.3 assisting members to access services and programs;

11.9.1.10.4 making a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.9.1.10.5 submitting a HSMSO Report each year at the Annual General Meeting;

11.9.1.10.6 be responsible for the OCDSB Employee Wellness portfolio as it pertains to members of the bargaining unit, including, but not necessarily limited to providing representation or guidance for: workplace accommodations; return-to-work meetings; helping with WSIB claims and liaising with provincial office for potential appeals; helping with LTD applications and liaising with provincial office for potential appeals, if necessary;

11.9.1.11 The HSMSO will perform all other related duties pursuant to Article L20 of the Collective Agreement with the Employer.

11.9.1.12 The HSMSO will create and facilitate training and other learning opportunities for member development in the field of Health, Safety & Membership Services.

11.9.1.13 The HSMSO will also perform other related duties as assigned by the President, Bargaining Unit Executive or Joint Occupational Health and Safety Committee.

11.10 EXECUTIVE OFFICER EDUCATIONAL SERVICES

11.10.1 The Executive Officer Educational Services shall:

11.10.1.1 Act as Educational Services Officer;

11.10.1.2 Serve as Executive liaison on Unit and District Educational Services Committees;

11.10.1.3 Act as Chairperson of the bargaining unit Professional Development Committee;

11.10.1.4 Be responsible for the planning of Professional Development Activities including but not limited to the annual Bargaining Unit Professional Development Day;

11.10.1.5 Advise and assist the Bargaining Unit Executive in the area of Educational Services;

11.10.1.6 Act as Educational Bursary Chair and oversee the allocation and disbursement of any bursaries;

11.10.1.7 Present to the Executive a list of successful applicants for the Educational Bursary at the next available Executive meeting;

11.10.1.8 Make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.10.1.9 Perform other duties as assigned by the President or Bargaining Unit Executive.

11.11 EXECUTIVE OFFICER MEMBER ENGAGEMENT

11.11.1 The Executive Officer Member Engagement shall:

11.11.1.1 Act as Chairperson of the bargaining unit Member Engagement Committee;

11.11.1.2 Be responsible to plan and organize activities for membership engagement;

11.11.1.3 Serve as Executive liaison on Unit and District Member Engagement Committees;

11.11.1.4 Be responsible for the administration of the retirement fund and the organization of the recognition of retirees on an annual basis;

11.11.1.5 Make a written report of activities to the Bargaining Unit Executive at every Executive meeting;

11.11.1.6 Perform other duties as assigned by the President or Bargaining Unit Executive.

BY-LAW 12 - DUTIES OF WORKPLACE AND ZONE REPRESENTATIVES

12.1 Workplace Representatives shall:

12.1.1 act in an advisory manner to the members of the workplace;

12.1.2 assist in communication with members in the workplace;

12.1.3 report matters of concern to the appropriate member of the Executive or Chair of Committee.

BY-LAW 13 - QUORUM

13.1 A quorum for Bargaining Unit Executive meetings shall be 50% plus one (1) of the voting members of the Bargaining Unit Executive.

13.2 A quorum for all Bargaining Unit meetings, including the Annual General Meeting shall be those present and voting.

13.3 A quorum for all Standing Committees shall consist of 50% plus one (1) of the voting members of the committee.

13.4 A quorum for all Council meetings shall consist of 50% plus one (1) of the Councillors on the Council.

BY-LAW 14 - GRIEVANCES

14.1 A grievance is defined as any complaint concerning the interpretation, administration, or the alleged violation of the Collective Agreement.

14.2 PROCEDURE FOR ALLEGED GRIEVANCE

14.2.1 An alleged grievance may be presented to any member of the Grievance Committee who shall contact the Grievance Officer within 24 hours.

14.2.2 The griever may present the facts of the case to the Grievance Committee. The Committee may question the presenter.

14.2.3 The Committee shall meet in private to decide the course of action to be taken.

14.2.4 The Grievance Committee shall report its decision to the griever.

14.2.5 All decisions by the Committee shall be by simple majority.

14.2.6 Notwithstanding the above, the Grievance Officer may file a grievance at any time in order to meet required timelines.

14.3 APPEAL PROCEDURE

14.3.1 A member may appeal in writing to the Bargaining Unit President/Grievance Officer the decision of the Grievance Committee.

14.3.2 Such appeal shall be filed within two days of receiving the Committee's decision.

14.3.3 The Grievance Committee shall request, where necessary, a time line extension on the grievance in order to allow for the appeal process.

14.3.4 The Grievance Appeals Committee shall consist of the members of the Bargaining Unit Executive other than the Grievance Committee plus one other member of the Bargaining Unit appointed by the Bargaining Unit Executive.

14.3.5 The Grievance Officer shall notify the griever on the decision of the appeal.

BY-LAW 15 – EDUCATIONAL BURSARY FUND

15.1 The Fund shall be administered in accordance with and in consultation with Provincial OSSTF guidelines and will be based on their approved criteria.

15.2 Awards shall be given as a one (1) time grant per individual for the purpose of attending a Community College and/or University Program of their choice. Members (or Persons) receiving these awards must provide a tuition receipt or other proof of attendance in the program.

15.3 Each eligible recipient to receive no more than the maximum award.

15.4 The Bargaining Unit Executive will select the candidates to receive the Educational Bursary from among the qualified applicants.

15.5 No more than five (5) $1,000.00 Educational Bursaries shall be given in any one (1) year.

15.5.1 In a year when there are less than five (5) applications, the bursaries shall be divided equally.

BY-LAW 16 – RETIREMENT FUND

16.1 The Retirement Fund will be administered in accordance with existing OCDSB guidelines for retirements.

16.2 The Bargaining Unit Executive shall be responsible for its administration following the approved guidelines.

BY-LAW 17 – ANTI-HARASSMENT AND ANTI-BULLYING POLICY

17.1 The Bargaining Unit shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions.

17.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the Bargaining Unit Executive.

BY-LAW 18 – ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE

18.1 Members of the Bargaining Unit affected by a decision resulting from a complaint under the Bargaining Unit's Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:

18.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the Bargaining Unit President for an Appeal Hearing.

18.1.2 Within two days of receiving the request, the Bargaining Unit President shall appoint three members of the Bargaining Unit Appeals Committee to consider the appeal.

18.1.3 Within three days, the Bargaining Unit Appeal Committee shall meet to consider the appeal.

18.1.3.1 The Bargaining Unit Appeal Committee shall review the complaint, the investigation process and findings, and the decision.

18.1.3.2 Following the review, the Committee shall either confirm or modify the decision.

18.1.3.3 The decision of the Bargaining Unit Appeal Committee shall be consistent with the Bargaining Unit Anti-Harassment and Anti-Bullying Policy and Procedures.

18.1.4 The Bargaining Unit Appeal Committee shall report the decision on the Appeal to the Bargaining Unit President within five (5) days after meeting at which the Appeal is considered.

18.1.5 Within two days of receiving the decision of the Bargaining Unit Appeal Committee, the Bargaining Unit President shall communicate the decision to the Appellant in writing.

18.1.6 The decision of the Bargaining Unit Appeal Committee shall be considered final and not subject to any appeal.

BY-LAW 19 – BARGAINING UNIT RESERVE FUNDS

19.1 The Bargaining Unit shall have reserve funds as follows:

19.1.1 - The General Reserve Fund

19.1.1.1 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.

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

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

BY-LAW 20 – EDUCATION ENHANCEMENT FUND

20.1 The Education Enhancement Fund will provide funding to eligible members for the purpose of enhancing their education through applicable post-secondary studies.

20.2 This fund will provide funding to a maximum of ten (10) eligible members per year.

20.2.1 No more than a $500 lifetime allotment will be granted per eligible member.

20.3 Members applying for this funding must provide an invoice, tuition receipt, and acceptable notice of course or program completion before any disbursement of funds will be considered.

20.4 Funds will be distributed on a first-come, first serve basis.

20.5 Pre-qualification for funding from this line may be made before applying to the course or program. Applications for funding from this line must be made the same year of completing the course or program. The Bargaining Unit Executive reserves the right to grant exceptions to this stipulation, but only through passing a motion to be printed in their minutes.

BY-LAW 21 - CANADIAN CITIZENSHIP FUND

21.1 The Canadian Citizenship Fund will provide funding to eligible members for the purpose of achieving their Canadian Citizenship.

21.2 This fund will provide funding to a maximum of 8 eligible members per year.

21.2 No more than a $250.00 lifetime allotment will be granted per eligible member.

21.3 Members must provide proof of a Canadian Citizenship application to receive the grant.

21.4 Funds will be distributed on a first come, first served basis.