

OSSTF DISTRICT 21 PROFESSIONAL STUDENT SERVICES PERSONNEL CONSTITUTION AND BY-LAWS, 2007-2008

PREAMBLE:

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "District" shall mean the District 21 Organization of OSSTF.
3. "Unit" shall mean the Bargaining Unit of OSSTF District 21 comprising OSSTF members employed as Professional Student Services Personnel (PSSP) Employees by the Hamilton-Wentworth District School Board.
4. "Discipline" shall mean representatives from one of the following:
 - (i) Speech-Language Pathologists
 - (ii) Psychoeducational Consultants and Psychologist
 - (iii) Social Workers
 - (iv) Kinesiologist
5. "Member" shall mean an OSSTF member who is an active member of the Unit.
6. "Constitution" shall mean a system of fundamental principles according to which the Unit is governed and the basic organization of the Unit. The Constitution shall not contravene the Constitution of OSSTF or the Constitution of District 21.
7. "By-Laws" shall mean standing rules governing the membership of the Unit made under this Constitution on matters of internal regulation and matters which are entirely within the control of the Unit.
8. "Policy" shall mean a stand or position taken by the Unit in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of the Unit.
9. "Board" shall mean the Hamilton-Wentworth District School Board.
10. " Council" shall mean the Council composed of discipline representatives of the Unit.
11. "OLRA" shall mean the Ontario Labour Relations Act.

ARTICLE 1 - NAME

1.1 The Unit shall be known as the Professional Student Services Personnel (PSSP) of OSSTF District 21, Hamilton.

ARTICLE 2 - OBJECTIVES

2.1 The objectives of the Unit shall be:

2.1.1 to promote and advance the cause of education.

2.1.2 to promote and advance the cause of services to special needs students.

2.1.3 to promote a high standard of professional ethics.

2.1.4 to promote and advance the interest of Members and to secure conditions which will make possible the best professional service.

2.1.5 to secure for Members more active participation in the formulation of educational policies and practices affecting schools.

2.1.6 to work towards control of our professional destiny.

2.1.7 to protect its Members, both individually and collectively in their profession.

2.1.8 to promote political action locally and provincially to ensure that regulating educational structures and policies are in the best interests of Members, students and the community.

2.1.9 to support and promote equal opportunity for its Members, for employees, and for students.

ARTICLE 3 - MEMBERSHIP

3.1 The Unit shall consist of those Members of OSSTF who are employed as Professional Student Services Personnel employees by Hamilton-Wentworth District School Board.

ARTICLE 4 - UNIT ORGANIZATION

4.1 **Unit Executive**

4.1.1 There shall be a Unit Executive consisting of Voting Officers as follows:

4.1.1.1 The Immediate Past President.

4.1.1.2 The President

4.1.1.3 The Vice-President

4.1.1.4 Chief Negotiator

4.1.1.5 The Grievance/Relations Officer

4.1.1.6 The Secretary

4.1.1.7 The Treasurer

4.1.2 There shall be Non-Voting Officers as follows:

4.1.2.1 Any member co-opted by the Unit Executive to sit on the Unit Executive.

4.1.3 The Voting Members of the Unit Executive shall be elected or appointed in the manner prescribed in the By-Laws and shall each have one vote at Unit Executive Meetings.

4.1.4 The Non-Voting Members of the Unit Executive shall be elected or appointed in the manner prescribed in the By-Laws and aside from the right not to vote shall have all rights and powers of voting Members.

4.2 **Unit Council:**

4.2.1 There shall be a Unit Council consisting of voting members as follows:

4.2.1.1 The voting members of the Unit Executive.

4.2.1.2 Representatives from each Discipline.

4.2.1.3 Political Action Committee (PAC) Representative.

4.2.1.4 Annual Meeting of the Provincial Assembly (AMPA) of OSSTF Representative.

4.2.1.5 Health and Safety Committee Representative.

4.2.2 Non-voting Members as appointed by the Unit Council.

4.2.3 All Voting members of the Unit Council shall have one vote at the Unit Council meetings.

4.2.4 The members of the Unit Council shall be elected or appointed in the manner prescribed in the By-Laws.

4.3 **Unit General Meeting**

4.3.1 There shall be a Unit General Meeting open to all Members.

4.3.2 Each Member shall have one vote at Unit General Meetings and may move, second, and vote on motions.

4.3.3 The Unit General Meeting shall be convened and run in the manner prescribed in the By-Laws.

4.3.4 There may be additional Unit Meetings convened as prescribed in the By-Laws.

4.4 **Unit Standing Committees**

4.4.1 The Members of Unit Standing Committees shall be elected or appointed in the manner prescribed in the By-Laws.

4.4.2 There shall be: A Unit Collective Bargaining Committee consisting of the following voting members:

4.4.2.1 A Chairperson who is the Unit Chief Negotiator

4.4.2.2 The President of the Unit or President designate

4.4.2.3 Representatives as follow:

4.4.2.3.1 Speech-Language Pathologists - 1

4.4.2.3.2 Psychoeducational Consultant/Psychologist - 1

4.4.2.3.3 Social Workers - 1

4.4.2.3.4 Kinesiologist - 1

4.4.3 There shall be: A Unit Relations Committee consisting of the following members:

4.4.3.1 The Unit Grievance/Relations Officer

4.4.3.2 The Unit President, plus one additional member designated by the Unit President as per the Collective Agreement.

4.5 Unit Ad-Hoc Committees

4.5.1 The Members of Unit Ad-Hoc Committees shall be elected or appointed in the manner prescribed in the By-Laws.

4.6 Unit Representation to PSSP Sector Council

4.6.1 Representation to the PSSP Sector Council meetings shall be conducted in the manner prescribed in the Provincial regulations and by Unit By-Laws.

ARTICLE 5 - DISCIPLINE ORGANIZATION

5.1 Definition

5.1.1 A Discipline shall consist of all Members within the following five groups: Speech-Language Pathologists, Psychoeducational Consultants/Psychologist, Social Workers and Kinesiologist.

5.2 Each Member in a Discipline shall have one vote at a Discipline meeting.

5.3 Discipline Representation

5.3.1 Each Discipline shall have representatives who sit on:
the Unit Council, CBC and other Ad-Hoc Committees.

5.3.2 The representatives shall be elected or appointed in the manner prescribed in the By-Laws.

ARTICLE 6 - THE SUBSCRIPTION FUND

6.1 Definition

6.1.1 There shall be a Unit Subscription Fund, the purpose of which shall be to pay in this order:

(a) The Salary, fringe benefits, and expenses of the Unit President or designate for time they are released from their duties.

(b) Conference attendance.

(c) Unit Annual Meeting expenses.

At the Unit Annual Meeting the membership at the recommendation of the Unit Budget Committee can also agree to fund -

(i) PD Grants

(ii) Discipline Initiative Grants and expenses as determined at a General Meeting.

6.2 The Levy

6.2.1 The Collective Bargaining Committee shall be empowered to negotiate annually a

compulsory levy of the Members into their Collective Agreement. The proceeds of this Levy shall be placed in the Unit Subscription Fund and upon the approval of the Unit Council in the Unit General Account.

6.2.2 In the event that such a compulsory levy cannot be negotiated into the Collective Agreement, the Unit Executive shall be empowered to collect a voluntary levy from the Members the proceeds of which shall be placed in the Unit Subscription Fund.

ARTICLE 7 - ELECTIONS

7.1 Any Unit Member is eligible to hold any Federation appointment or elective office at the Unit level.

ARTICLE 8 - AMENDMENTS

8.1 Amendments to this Constitution, its Articles and By-Laws, may be made at a duly constituted Unit General Meeting provided such amendments do not contravene or advocate the contravention of the District Constitution, the District's Articles and By-Laws, the Policy Statements of the District, or the OSSTF Constitution and By-Laws.

8.2 Amendments may be made by:

8.2.1 A two-thirds vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Unit President at least 30 calendar days prior to the Unit General Meeting.

8.2.2 A three-quarters vote of the Members present and voting provided that notice of the proposed amendment shall have been submitted in writing to the Unit President at least 15 calendar days prior to the Unit General Meeting.

8.2.3 A nine-tenths vote of the Members present and voting, previous notice not having been given as in Articles 8.2.1 and 8.2.2.

ARTICLE 9 - BY-LAWS

9.1 A duly constituted Unit General Meeting may pass and amend By-Laws not inconsistent with the District Constitution concerning:

9.1.1 The procedure for the election of its various Officers.

9.1.2 The formation of Unit and Discipline organizations.

9.1.3 The time, place and conduct of the General and other meetings of the Unit.

9.1.4 The establishment, amendment or rescission of Unit policy.

9.1.5 All other matters as are deemed necessary or convenient for the promotion of the welfare of the Members or the conduct of the business of the Unit.

ARTICLE 10 - GRIEVANCES

10.1 There shall be a Unit Grievance Officer, whose purpose shall be to deal with grievances within the Unit. The procedures for initiating and processing a grievance shall be appended to the By-Laws of the Constitution.

ARTICLE 11 - AWARDS AND FINANCIAL CONTRIBUTIONS

11.1 The rationale and procedures for awards and financial contributions by the Unit shall be appended to the By-Laws and Appendix 3 of the Unit Constitution.

ARTICLE 12 - THE RESERVE FUND

12.1 There shall be a Unit Reserve Fund comprising such funds as are declared surplus by the Treasurer, with the approval of the Unit Council. The purposes of, sources for, and administration of, the Fund, shall be as outlined in the By-Laws.

BY-LAW 1 - UNIT YEAR

The Unit year shall be July 1, to June 30 of the following year.

BY-LAW 2 - THE SUBSCRIPTION FUND

Section 1 - The Levy

- (a) Each Member shall pay the amount set at the Unit General Meeting.
- (b) The Levy shall be placed in the Subscription Account.

Section 2 - Administration of the Subscription Fund

- (a) Priority shall be given to the release of the Unit President.
- (b) The Unit Treasurer shall:
 - (i) Place all monies in a bank account entitled "The PSSP Subscription Fund Account".
 - (ii) Transfer monies to the Unit General Account as approved by the Unit Executive and the Unit Council.
 - (iii) Apply the operating surplus remaining in the Subscription Fund towards the next year's needs.
 - (iv) recommend to a General Meeting, the funding of and administering of the individual PD Grants and the Discipline Initiative Grants.

BY-LAW 3 - CONDUCT OF MEETINGS

Section 1 - Quorums

- (a) Unit meetings: 30% of all Unit members.
- (b) Council meetings: 51% of the voting Members of Council.
- (c) Discipline meetings: 51% of the Members of the Discipline.
- (d) Executive meetings: 51% of the voting Officers of the Executive.
- (e) Committee meetings: 51% of the voting Members of the Committee.

Section 2 - Procedures

- (a) **Rules of Order**

The procedures for the conduct of Unit meetings shall be those that are recommended, by the Unit Council.
- (b) **Resolutions**

At meetings of the Unit Council and Unit Executive, motions shall be presented to the Secretary in writing.
- (c) **Convening Meetings**
 - (i) **General Meetings**
 1. The Unit Executive, the Unit Council or 10% of the Members of the Unit on written request, may direct the Unit President to call a General meeting.
 2. The Unit General Meeting shall be held by the middle of May each year.
 3. Prior to the Membership's voting to accept or reject any contract offer on salary, conditions of work, fringe benefits, or any other matters under negotiation with the Board, the Unit President shall call a General Meeting, at which the Collective Bargaining Committee shall present the contract offer.

- (ii) **Unit Council Meetings**
The Unit Executive or 10% of the members of the Unit Council on written request may direct the Unit President to call a Unit Council Meeting. In any event, the Unit President shall call a Unit Council Meeting not less than once a month from September to June inclusive.
- (iii) **Unit Executive Meetings**
Two members of the Unit Executive on written request may direct the Unit President to call a meeting of the Unit Executive.
- (iv) **Unit Committee Meetings**
A Unit Committee shall meet at such time as the Committee Chairperson, the Unit Executive or the Unit Council shall direct, or upon the written request of 10% of the members of that Committee.
- (v) **Unit Discipline Meetings**
The Discipline membership shall meet at the call of the Discipline Representative or on the written request of 10% of the members of the Discipline.
- (vi) **Ratification Meetings**
 - a) An information summary sheet/copy of memorandum of agreement shall be provided to member at least 48 hours prior to an information and ratification vote meeting.
 - b) Members shall assemble in one meeting place for the purpose of receiving information, of asking questions of clarification regarding the proposed collective agreement and for the purpose of voting.
 - c) Ratification procedures will be in accordance with the Ontario Labour Relations Act.

Section 3 - Representation on Councils, Delegations, and Committees

(a) For General Representation at Unit, Council, Discipline, Executive, and Standing Committees, see Article 4.

(b) **Representation on Unit Ad-Hoc Committees**

- (i) **Collective Bargaining Committee**
The Unit Collective Bargaining Committee shall be composed of 7 voting members to include: the Collective Bargaining Chairperson, the Unit President, the Vice-President and the Discipline representatives. Should an alternate Discipline member be required to fill the complement of 7 voting members, such members shall be the elected Discipline Councillor or other Discipline members with the Unit Council ratification.
- (ii) **Constitution Committee**
Composition of the Unit Constitution Committee shall be the Unit Council.

BY-LAW 4 - ELECTIONS, APPOINTMENTS, NOMINATIONS

Section 1 - Eligibility

- (a) For general eligibility see Article 7.
- (b) Any Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of his/her predecessor.
- (c) **Provincial Offices**
 - (i) The nomination of a Member of the Unit to any Provincial OSSTF Office shall be subject to approval of all the Unit Councils as outlined in the District Constitution and By-Laws.
- (d) **Discipline Representatives**
 - (i) The Discipline representatives shall be elected from the Discipline Membership at the General Meeting and take office on July 1 of that year.
 - (ii) Discipline representatives are required to represent the Discipline at the Unit Council Meetings for that year.
 - (iii) No Member of a Discipline may represent the Discipline in more than 2 capacities without obtaining the prior permission of the Unit Council.
 - (iv) With approval of the Unit Council, an Alternate preferably the Discipline representative on CBC may take the place of a Discipline representative to the Unit Council at any given Unit Council meeting, and shall retain all rights and privileges of the Discipline representative.

Section 2 - Tenure of Office

Tenure of all Offices is limited to two year from July 1 to June 30.

BY-LAW 5 - DUTIES OF THE UNIT ORGANIZATION

Section 1 - The Unit Executive

It shall be the duty of the Unit Executive:

- (i) to promote within the Unit the objectives of OSSTF.
- (ii) to meet before all Unit Meetings, and as laid down in By-Law 3 Section 2 of this Constitution.
- (iii) to report to the Membership at Unit Meetings.
- (iv) to carry out the instructions of the Unit Council.
- (v) between meetings of the Unit Council, to deal with all matters which, in the Unit Executive's opinion, require action.
- (vi) to keep the Unit Membership informed of its activities.
- (vii) to appoint such persons as the Unit Council may decide to any Office or Committee.
- (viii) in the event that the Office of the Unit President becomes vacant, immediately to appoint the Unit Vice-President as Acting Unit President.
- (ix) in the event that a vacancy occurs during the academic year (September 1 - June 30) in any Office filled at the Unit General Meeting to call a Unit Council Meeting within seven days of the occurrence of the vacancy to deal with the matter. If the vacancy occurs during July or August to call a Unit Council Meeting within seven days of Labour Day.
- (x) in the event that a vacancy occurs in any Office filled at the Unit General Meeting, or the Unit Council Meeting, immediately to seek and recommend candidates to the Unit Council for filling the vacancy.
- (xi) to authorize payment of expenses and accounts incurred in the conduct of the business of

the Unit.

(xii) to inform the Provincial Executive of any matters affecting the welfare of the OSSTF or of one or more of its Members.

(xiii) to determine whether any Unit grievances shall be filed for arbitration.

Section 2 - Unit Executive Officers

(a) President

It shall be the duty of the President:

(i) to preside and Chair at all meetings of the Unit Executive.

(ii) to be an ex-officio member of all Unit Committees and to maintain contact with all aspects of Federation work in the Unit.

(iii) in the event of a vacancy on the Unit Executive, to ensure that all vital functions of that office be carried out on an interim basis until the Unit Council fills that vacancy.

(iv) to sit as a member of the Unit Collective Bargaining Committee.

(v) to act as spokesperson for all Members of the Unit.

(vi) to call and arrange the meetings of the Unit, the Unit Council and the Unit Executive.

(vii) to report to the Unit General Meeting.

(viii) to be a Signing Officer for the Unit vouchers.

(ix) to assume, with the Unit Chief Negotiator responsibility for contract maintenance.

(x) to sit as a member of the District Co-ordinating Committee.

(xi) to receive and forward to the Unit Executive and the Unit Council communications from Provincial Council and Sector.

(xii) to be a delegate to, or to appoint a designate to, the PSSP Sector Council General meeting.

(b) Vice-President

It shall be the duty of the Vice-President:

(i) to perform the duties of the President in his/her absence or at his/her request.

(ii) to assist the President in carrying out his/her functions especially those of communication and facilitation.

(iii) to be a delegate to the PSSP Sector Council meetings as required.

(iv) to assume responsibility for the efficient management of the Unit Office and the maintenance of Unit Records.

(v) to represent the Unit at the Board's Joint Advisory Committee Meetings, Full Board Meetings as necessary.

(vi) to receive and forward communications from the Unit Executive to the Provincial Councillor and Sector.

(vii) to organize and conduct Unit contract maintenance workshops as requested.

(viii) to assist the President in Correspondence.

(ix) to forward those representations and recommendations of the Unit which should be brought to the attention of Provincial OSSTF.

(x) to report to the Unit General Meeting.

(xi) annually to file with the General-Secretary of the OSSTF a copy of the Unit

(c) **Chief Negotiator**

It shall be the duty of the Chief Negotiator to be Chairperson of the Unit Collective Bargaining Committee.

(i) As the Unit Collective Bargaining Committee Chairperson:

1. to form a Committee following the prescriptions of By-Law 3 Section 3 (b) (i).
2. to be responsible for the formulation of negotiating procedures and strategies.
3. to meet as required with the representatives of the Board.
4. to make periodic progress reports on the negotiations to the Unit Council and to the membership.
5. to make recommendations to the Unit Council and to the Membership in accordance with the By-Laws.

6. to negotiate the collective agreement under the OLRA.

(ii) to report to the Unit General Meeting.

(iii) to assume, with the Unit President, responsibility for contract maintenance.

(vi) to sit as member of the District Co-ordinating Committee.

(d) **Grievance Officer/Relations Officer**

It shall be the duty of the Grievance Officer/Relations Officer:

(i) to act as Unit Grievance Officer

(ii) to investigate all alleged grievances

(iii) to inform the Unit Executive of all grievances.

(iv) to act as Unit Relations Officer

(v) to establish rapport with the Officials and Trustees of the Board

(vi) To discuss Federation matters of mutual concern with Officials and Trustees of the Board.

(vii) to report to the Unit General Meeting.

(e) **Secretary**

It shall be the duty of the Secretary:

(i) to be responsible for the Minutes of all Unit Executive and Unit Council Meetings, the Unit General Meeting and other Unit Meetings as necessary.

(ii) to ensure the Minutes of all Unit Council Meetings are made available to the Unit Council once approved.

(iii) **Treasurer**

It shall be the duty of the Treasurer:

(i) to sign and submit vouchers to authorize the District Financial Officer to pay all authorized accounts.

(ii) to submit a financial statement at the Unit General Meeting.

(iii) to prepare a Unit budget for approval at the Unit Council and the Unit General Meeting.

(iv) to assist auditors in the preparation of the Annual Audit and Financial Statements.

(v) to caution against unnecessary and wasteful expenditures in the Unit.

- (vi) to administer the Subscription Fund in accordance with By-Law 2 (b).
- (vii) to be a Signing Officer for the Subscription Fund and General Fund vouchers.
- (viii) to sit as a member of the District Co-ordinating Committee.
- (ix) to recommend funding of and administration of Individual PD Grants and Discipline Initiative Fund.

(g) Chairpersons of Standing Committees

It shall be the duty of Chairpersons of Unit Standing Committees:

- (i) to convene and direct the work of their Committees in accordance with the instructions of the Unit Executive and the Unit Council, and in accordance with the Unit Constitution and its By-Laws.

(h) The Past-President

It shall be the duty of the immediate Past-President:

- (i) to Chair the Unit General Meeting.
- (ii) to advise the Unit Executive and Unit Council.

Section 3 - Unit Council

It shall be the duty of the Unit Council:

- (i) to approve all business affecting the Unit.
- (ii) to advise the Unit Executive on any matter requiring attention before the next meeting of the Unit Council.
- (iii) to discuss and vote on the District Budget and the Unit Budget.
- (iv) to elect a successor to complete the unexpired term of any Officer elected or appointed at the Unit General Meeting or June Unit Council Meeting.
- (v) to meet as laid down by By-Law 3 of this Constitution.
- (vi) to instruct the Treasurer in the administration of the Reserve Fund.
- (vii) to approve the nomination of a Member of the Unit to any Provincial Office of OSSTF.
- (viii) when necessary at the Unit Council meetings, to approve Alternates for Discipline representatives.
- (ix) deal with policy and action motions referred to the Unit Council by the Unit General Meeting.

Section 4 - The Unit General Meeting

It shall be the duty of the Unit General Meeting:

- (i) to elect by secret ballot a Unit President, Vice-President, Chief Negotiator, Grievance Officer/Relations Officer, Secretary, Treasurer, Discipline Representatives to the Unit Council, and Discipline Representatives to Collective Bargaining Committee, representatives to AMPA, PSSP Sector, Health and Safety Representative and the Political Action Representatives.
- (ii) Notwithstanding By-Law 5, Section 5, (i), if the incumbent President is re-elected, the office of immediate Past-President may be declared vacant by the Unit General Meeting.
- (iii) to receive, discuss and vote on communications and reports from Unit Officers.
- (iv) to consider matters of general interest to the membership.

(v) to adopt and amend By-Laws necessary for the transaction of Unit business and not in contravention of any Article or Section of OSSTF Constitution as published in the Provincial Handbook and not in contravention of any Article or Section of the District Constitution.

(vi) annually, to establish the maximum amount to be contributed by each Member to the Subscription Fund.

Section 5 - Unit Standing Committee

(a) **Collective Bargaining Committee**

It shall be the duty of the Unit Collective Bargaining Committee:

(i) to bargain in good faith with the Board on behalf of the Unit and in accordance with the OLRA.

(ii) to present the Board Contract offer to the Unit prior to a Membership vote to accept or reject the Contract offer.

It shall be the duty of the Collective Bargaining Discipline Representatives:

(i) to attend all CBC Meetings at the CBC Chairperson's request.

(ii) to assist the CBC Chairperson in the research and preparation of the Salary Brief.

(iii) to make recommendations regarding proposed amendments to the Collective Agreement.

(iv) to act as resource personnel at the Discipline level with respect to all matters affecting Collective Bargaining.

(v) to act as liaison between the Disciplines and the CBC Chairperson.

(vi) to encourage and administer CBC activities at the Discipline level.

BY-LAW 6 - THE RESERVE FUND

Section 1 - Objectives

The objectives of the Reserve fund shall be:

(a) to provide for funds not allocated in the annual Unit Budget.

(b) to provide investment income for the Unit.

Section 2 - Sources

(a) The Reserve Fund will not exceed 50% of the total yearly General Budget as reported in the District Funding Master.

(b) The Unit Council shall have the authority to authorize expenditures from the Reserve Fund. Recommendations for withdrawals from the Reserve Fund will be made by the Treasurer.

(c) If the need arises for emergency bridge financing, withdrawals can be made by the President and Treasurer jointly signing a voucher to be presented to the District Financial Officer, a full accounting of which will be made at the next scheduled Unit Council meeting.

Section 3 - Administration

The administration of the Unit Reserve fund shall be a duty of the Unit Treasurer who will report to Unit Executive, and Unit Council who will advise the Unit Treasurer on the administration of the Fund.

UNIT GRIEVANCE PROCEDURE

Appendix 1

Any alleged violation of the Collective Agreement between the Board and a member may be grounds for the lodging of a grievance.

On becoming aware of an alleged violation of the Collective Agreement a Member should discuss the matter with his/her immediate superior without delay, in an attempt to resolve the problem. The Member should also notify his/her Unit Grievance Officer.

The Member should keep a log of the sequence of events, names of witnesses, any relevant background information, and copies of all letters, reports, documents, etc.

If the decision or explanation given by the immediate supervisor is not satisfactory to the Member, he should again contact the Unit Grievance Officer, who shall decide whether to pursue the matter through initiation of a formal grievance, or not.

The Unit Grievance Officer shall have the authority to file a grievance on behalf of a Member, and proceed through Steps 1 and 2 of the formal grievance procedure. Every effort will be made to reach a satisfactory resolution of the grievance at Step 1 or 2, but if the Unit Grievance Officer is not satisfied with any proposed resolution he shall make a full report on the matter to the Unit Executive who shall determine whether the grievance shall be filed for arbitration (Step 3.)

Should the Unit Grievance Officer decide that the matter does not warrant recourse to the formal grievance procedure, or should be dropped after Step 1 or 2 he shall inform the Member of his/her decision and of the Member's right to appeal this to the Unit Executive. If the Member wishes to appeal, he must inform the Unit President in writing. The Unit Executive shall meet forthwith to hear the appeal.

The Unit Council shall meet in Committee of the Whole and chaired by one of its members who shall not be the President or Vice-President. The Member lodging the appeal shall be invited to attend the meeting. After receiving the report of the Unit Grievance Officer and any statement of the Member, the Unit Council shall decide whether the grievance should be pursued. The report of the Committee of the Whole shall contain the decision, and that decision shall be final.

The Unit Executive has the right to submit a Policy grievance when an issue concerning the Board's action are related to the Collective Agreement or standard practices.

POLICY ON GIFTS AND DONATIONS Appendix 2

1. Donations - General

(a) "Donation" shall be defined as "a gift of money to support an individual or group whose objects are not inconsistent with OSSTF policy".

(b) No donation shall be made without prior authorization of the Unit Council in the form of a motion.

(c) Donations and gifts shall be debited against a budget line called "Donations and Gifts".

2. Strike Funds

(a) It shall be Unit Policy to support any group of OSSTF members who become involved in sanctions against their employer.

(b) A nominal Unit contribution shall be sent to the striking members' strike fund upon motion from the Unit Council. Amount to be set by the Unit Council.

(c) Individual contributions to strike funds will be solicited from members by the Unit Council and forwarded to the Unit Office for mailing.

(d) It shall be Unit Policy to support any group of employees of the Hamilton-Wentworth District School Board who become involved in sanctions against the Board. The procedure in (b) and (c) above shall be followed.

(e) The Unit will not normally support other striking groups but Unit Council may authorize the collection of individual donations.

3 Miscellaneous Gifts/Donations

(a) It shall be Unit Policy to send cards to a member who is hospitalized for an extended period and/or upon the death of a family member, birth of a child, marriage.

(b) The Unit will not donate to any community organization or cause other than as provided for under PAC or Provincial Executive guidelines.

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DISTRICT 21 - HAMILTON-WENTWORTH

2007 - 2008

Professional Student
Services Personnel
CONSTITUTION & BY-LAWS

SEPTEMBER, 2007