**CONSTITUTION**

**&**

**BYLAWS**

**OF**

**EDUCATIONAL SUPPORT STAFF**

**WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

Revised

April 2001

May 2002

April 2003

May 2004

May 2005

May 2008

May 2009

May 2010

May 2011

May 2012

May 2013

May 2014

May 2015

**CONSTITUTION & BYLAWS**

**OF**

**EDUCATIONAL SUPPORT STAFF**

**WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

REVISED May 2015

**CONSTITUTION**

ARTICLE 1 DEFINITIONS Page 2

ARTICLE 2 NAME AND MEMBERSHIP Page 2

ARTICLE 3 OBJECTS Page 3

ARTICLE 4 ORGANIZATION Page 3

ARTICLE 5 DUTIES OF MEMBERS Page 4

ARTICLE 6 DUTIES OF UNIT EXECUTIVE Page 5

ARTICLE 7 DUTIES OF EXECUTIVE OFFICERS Page 5

**BYLAWS**

ARTICLE 8 COLLECTIVE BARGAINING COMMITTEE Page 9

ARTICLE 9 MEETINGS Page 10

ARTICLE 10 PROCEDURE AT MEETINGS Page 12

ARTICLE 11 AMENDMENTS Page 12

ARTICLE 12 ELECTIONS Page 13

ARTICLE 13 DUES Page 14

**ARTICLE 1 – DEFINITIONS**

1. O.S.S.T.F. shall mean the Ontario Secondary School Teachers’ Federation
2. District 18 shall mean District 18 Ontario Secondary School Teachers’ Federation
3. Board shall mean Wellington Catholic District School Board
4. Educational Support Staff Wellington Catholic District School Board Unit shall mean the Bargaining Unit representing Educational Assistants, Professional Student Services Personnel and Early Childhood Educators employed by the Wellington Catholic District School Board
5. Unit shall mean the Bargaining Unit of OSSTF District 18, comprising OSSTF members who work as Educational Assistants, Professional Student Services Personnel and Early Childhood Educators employed by the Wellington Catholic District School Board
6. Constitution shall mean a system of fundamental principles according to which the Unit is governed. Such Constitution not to contravene the Constitution of OSSTF or the Constitution of the District
7. Bylaws 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 bylaws on matters whose resolution is beyond the internal legislative power of the Unit
9. Member shall mean an OSSTF member who is an active member of the Unit

**ARTICLE 2 – NAME AND MEMBERSHIP**

1. the organization shall be known as Educational Support Staff Wellington Catholic District School Board Bargaining Unit of OSSTF District 18 Upper Grand
2. a member must be an employee off the Wellington Catholic District School Board and must be a member in good standing of the Educational Support Staff Unit
3. the term Unit shall be used to designate the organization and its constituent members so long as they are Educational Assistants, Professional Student Services Personnel or Early Childhood Educators of the Wellington Catholic District School Board and members in good standing of the Educational Support Staff Unit

**ARTICLE 3 – OBJECTS**

i) The objects of the Unit shall be to:

* 1. uphold and maintain the objects of the Ontario Secondary School Teachers’ Federation;
  2. protect its members, both individually and collectively in their profession;
  3. support and promote equal opportunity for its members;
  4. represent fairly the interests and concerns of its members with respect to their terms and conditions and/or collective bargaining with the Wellington Catholic District School Board;
  5. provide a grievance appeal procedure;
  6. establish reasonable bylaws and policies governing its members, which shall not contravene those established by either OSSTF or District 18 except as specifically may be required by the unique nature of the organization

**ARTICLE 4 – ORGANIZATION**

1. Unit Executive

a) there shall be an executive consisting of the following voting members:

President/Grievance Officer;

Vice President;

Secretary;

Treasurer;

Chief Negotiator;

Five Executive Officers, one each to represent the county EAs, secondary EAs, elementary EAs, PSSPs and the ECEs;

Communications Officer;

Past President or Executive Officer

Health and Safety Officer

b) the Executive, except the Chief Negotiator, shall be elected at the Annual General Meeting (AGM), and all Executive Members shall hold office for the following two (2) Federation years

c) the voting members of the Unit Executive shall be elected or appointed in the manner prescribed in the bylaws and shall each have one (1) vote at Unit Executive meetings

d) there shall be non-voting members as follows: any member co-opted by the Unit Executive to sit on the Executive

e) non-voting members of the Unit Executive shall be elected or appointed in the manner prescribed in the bylaws and aside from the right to vote shall have all rights and powers of voting members

1. Unit Annual Meeting

a) there shall be an Annual General Meeting held in the spring of each year

b) resolutions to the Annual General Meeting shall be available through written notice twelve (12) days prior to the Annual General Meeting

c) each member shall have one vote at Annual General Meetings and may move, second and vote on motions

d) the Annual General Meeting shall be convened and run in the manner prescribed in the bylaws

e) late motions require a nine tenths (9/10) majority of the members present, eligible to vote and voting

1. Committees of District 18.

The ESS/WCDSB may elect one representative to each of the following:

The Joint Health and Safety Committee;

The Special Education Advisory Council;

The Political Action Committee of District 18 ;

The Status of Women Committee of District 18;

The Educational Services Committee of District 18

**ARTICLE 5 – DUTIES OF MEMBERS**

It shall be the duty of every member:

i) to comply with the constitution and bylaws of the Ontario Secondary School Teachers’ Federation and the duties of members outlined in the Constitution of District 18

ii) to refrain, unless forbidden by law, from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by branches of OSSTF under the provisions of the Ontario Labour Relations Act

**ARTICLE 6 – DUTIES OF UNIT EXECUTIVE**

It shall be the duty of the Unit Executive to:

i) administer the business of the Unit between Annual General Meetings;

establish interim policies and to amend existing policies in order to facilitate the business of the Unit and present those interim policies and amendments to the membership for ratification at the Annual General Meeting

1. communicate regularly to Unit members regarding the management of Unit business
2. prepare in conjunction with the Treasurer a projected budget for presentation to the Annual General Meeting;
3. give final approval to the Unit’s negotiating brief;
4. appoint five (5) members to the Bargaining Unit Appeals Committee prior to September 30 of each year

**ARTICLE 7 – DUTIES OF EXECUTIVE OFFICERS**

1. President/Grievance Officer

It shall be the duty of the President to:

1. be the presiding officer and the official representative for the Union;
2. call Unit Executive meetings as required;
3. be a signing officer in order to withdraw monies from the banking institution;
4. liaise regularly with the President of District 18;
5. submit a report each year to the Annual General Meeting;
6. represent the Unit at Council meetings of District 18;
7. be Ex Officio to all committees;
8. serve as the Bargaining Unit’s Provincial Councillor;
9. in consultation with the Bargaining Unit’s Vice President, appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend;
10. be a member to the Bargaining Unit’s AMPA delegation;
11. attend all Central Bargaining meetings as called by the Provincial Executive;
12. represent the Bargaining Unit for the vote on whether or not to endorse the Central Bargaining Unit brief;
13. represent the Bargaining Unit for the vote on whether or not to recommend ratification of the Central Bargaining Unit tentative agreement

It shall be the duty of the Grievance Officer to:

1. discuss grievances with members who request assistance;
2. call meetings when necessary of the Unit Executive to discuss members’ requests for assistance and a course of action;
3. advise the members requesting assistance of the decision of the Executive, in writing, as soon as possible;
4. prepare necessary documents in filing the grievance procedure with the Wellington Catholic District School Board;
5. ensure that timelines are met in all grievances;
6. report to Unit Executive on the progress of all grievances
7. Vice President

It shall be the duty of the Vice President to:

1. perform the duties of the President in the President's absence;
2. liaise with the Executive Officers;
3. be third-party co-signing officer to withdraw monies in the absence of the Treasurer or the President;
4. carry out duties as delegated by the President;
5. represent members in the grievance appeal process in consultation with at least one member of the CBC team;
6. act as an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should the Bargaining Unit President be unable to attend
7. Secretary

It shall be the duty of the Secretary to;

1. record minutes of all Unit Executive and general meetings;
2. keep correspondence organized on behalf of the Unit
3. Treasurer

It shall be the duty of the Treasurer to:

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

b) be a signing officer in order to withdraw monies from the banking institution;

c) report to the Annual General Meeting regarding the status of Unit finances and present the projected budget on behalf of the Unit Executive for approval by the membership

1. Chief Negotiator

It shall be the duty of the Chief Negotiator to:

1. be responsible for calling and chairing meetings of the Collective Bargaining Committee;
2. attend meetings of the OSSTF District 18 Collective Bargaining Committee;
3. be responsible for preparing, with the assistance of the Collective Bargaining Committee, the negotiating brief and presenting same for approval to the Unit Executive;
4. be the spokesperson for the Unit during negotiations with the Board;
5. update the membership on the progress of negotiations;
6. report to and seek approval from the Collective Bargaining Committee and the Executive of a tentative agreement;
7. present the terms of settlement of a Collective Agreement with the Wellington Catholic District School Board to the membership for information and ratification
8. attend all Central Bargaining meetings as called by the Provincial Executive;
9. if the President is unable to attend, represent the Bargaining Unit for the vote on whether or not to endorse the Central Bargaining Unit brief;
10. represent the Bargaining Unit for the vote on whether or not to recommend ratification of the Central Bargaining Unit tentative agreement
11. Executive Officers

It shall be the duty of the Executive Officers to:

a) carry out duties as delegated by the President;

b) liaise between the Executive and the corresponding area members

1. Communication Officer

It shall be the duty of the Communication Officer to:

1. work in cooperation with the District 18 Communication Officer to provide for the collection and distribution of information;
2. provide and distribute Unit publications, subject to the direction of the Unit Executive, such items as postings, newsletters and general correspondence as deemed necessary by the Executive
3. Past President

It shall be the duty of the Past President to:

a) perform any duties the Unit President may delegate;

b) advise the Executive on matters concerning the Unit from past experience

ix) Health and Safety Officer

It shall be the duty of the Health and Safety Officer to:

* 1. attend all Joint Occupational Health and Safety Committee meetings
  2. report all health and safety concerns to the Executive and recommend action

1. Pay Equity Officer

It shall be the duty of the Pay Equity Officer to:

* 1. represent the Bargaining Unit in all concerns regarding pay equity
  2. report pay equity issues to the Executive

**BYLAWS**

**ARTICLE 8 - COLLECTIVE BARGAINING COMMITTEE**

i) Collective Bargaining Committee

The Collective Bargaining Committee shall consist of the following members:

1. a maximum of ten (10) members elected at the Annual General Meeting;
2. the Bargaining Unit President

ii) Duties

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

1. solicit input from members;
2. prepare the negotiating brief;
3. elect a table team who shall carry out negotiations with the Board;
4. elect a Chief Negotiator

iii) The Table Team shall include the President and Chief Negotiator, an EA rep, a PSSP rep and an ECE rep. In the event that no candidates from any work group stand for election, one (1) additional member will be elected by the Collective Bargaining Committee.

iv) Ratification

Ratification of the Unit’s Collective Agreement shall be conducted as outlined in the Ontario Labour Relations Act (OLRA) by:

1. holding a meeting to discuss the tentative agreement;
2. voting by secret ballot on the tentative agreement

**ARTICLE 9 – MEETINGS**

i) Prayer and Reflection

All meetings of the Executive and affiliated committees will commence with prayer and/or reflection to maintain the Catholic philosophy and faith which we serve.

ii) Unit Executive

The Unit Executive shall meet a minimum of four (4) times per year. Additional meetings may occur at the call of the President or on the request of two (2) members of the Executive.

iii) Collective Bargaining Committee

The Collective Bargaining Committee shall meet at least four (4) times per year, when preparing and/or negotiating a contract on behalf of its members.

iv) Annual General Meeting (AGM)

It shall be the duty of the Annual General Meeting to:

a) elect by secret ballot the Unit Executive except the Chief Negotiator;

b) receive, discuss and vote on communications and reports from Unit Officers and Committee Chairpersons;

c) consider matters of general interest to the membership;

d) adopt bylaws necessary for the transaction of the Unit’s business;

e) pass the Unit budget;

f) establish annually the amount to be contributed by each member to the Bargaining Unit levy;

g) elect members who wish to represent the Unit on committees of District 18 and the Wellington Catholic District School Board;

h) honour and recognize Unit members who retire within the school year;

i) honour and recognize outstanding achievements of individual members;

k) approve the process to determine the time release officers;

g) elect the additional AMPA delegate and /or alternate for the following Federation year

v) Unit Meetings

a) A meeting of all Unit members may be held at the call of the Unit President or the District President with fourteen (14) days written notice being served.

b) A meeting of all Unit members shall be constituted by the Unit President or the District President if requested by at least ten (10) members of the Unit. Such request is to be in written form and signed by each of the requesting members. Such meeting shall be called within fourteen (14) days of the receipt of such request. There shall be three (3) days written notice to the membership of such meeting.

vi) Representation at District 18 Meetings

Representation at District 18 meetings shall be as prescribed in the OSSTF District 18 constitution.

vii) Anti-Harassment and Anti-Bullying Policy

The ESS/WCDSB Bargaining Unit shall have an anti-harassment and anti-bullying policy and procedure to be followed at all OSSTF workplaces and functions. The Bargaining Unit Executive shall approve the anti-bullying and anti-harassment policy and procedure and any amendments to it.

viii) Anti-Harassment and Anti-Bullying Appeals Procedure

Members of the Bargaining Unit affected by a decision resulting from a complaint under the anti-harassment and anti-bullying procedure may appeal this decision using the following procedure. Within five (5) days of the decision the affected member shall submit a request in writing to the Bargaining Unit President for an appeal hearing. Within two (2) days of receiving the request the Bargaining Unit President shall appoint three (3) members of the Bargaining Unit Appeals Committee to consider the appeal. Within three (3) days the Bargaining Unit Appeals Committee shall meet to consider the appeal. The Bargaining Unit Appeals Committee shall review the complaint, the investigation process, findings and the decision. Following the review, the Committee shall either confirm or modify the decision. The decision of the Bargaining Unit Appeals Committee shall be consistent with the Bargaining Unit’s anti-harassment and anti-bullying policy and procedure. The Bargaining Unit Appeals Committee shall report the decision on the appeal to the Bargaining Unit President within five (5) days after the meeting at which the appeal is considered. Within two (2) days of receiving the decision of the Bargaining Unit Appeals Committee, the Bargaining Unit President shall communicate the decision to the appellant in writing. The decision of the Bargaining Unit Appeals Committee shall be considered final and not subject to any appeal.

**ARTICLE 10 -- PROCEDURE AT MEETINGS**

i) Rules of Order

The meetings shall be conducted in accordance with the rules of order adopted by the Annual Meeting of the Provincial Assembly Provincial Council (1974) and as amended from time to time by the Provincial Council and/or the Annual Meeting of the Provincial Assembly.

ii) Quorum

a) a quorum of the Executive shall be seven (7) of the thirteen (13) voting members of the Executive

b) a quorum of the Collective Bargaining Committee shall consist of voting members one of whom shall be the Chief Negotiator of the Unit

c) a quorum for all Unit meetings including the Annual General Meeting shall consist of those members present, eligible to vote and voting

**ARTICLE 11 -- AMENDMENTS**

Amendments to the Constitution, Bylaws and Policies may be made at the Annual General Meeting of the Unit:

i) by approval of a simple majority of those present, eligible to vote and voting, provided that notice of the proposed amendment has been given to the Secretary at least twenty (20) days prior to the Annual General Meeting and provided that the notice of the proposed amendment has been circulated to the general membership at least seven (7) days prior to the Annual General Meeting;

ii) by a two thirds (2/3) vote of the members present, eligible to vote and voting, when notice of the motion was not provided as outlined in i) above

**ARTICLE 12 -- ELECTIONS**

i) Offices

a) election to the Office of the Executive except the Chief Negotiator, shall take place at the Annual General Meeting;

b) election of the representatives to District 18 Committees may take place at the Annual General Meeting

ii) Nominations

Written nominations for Executive positions shall be submitted to the nominations committee.

iii) Balloting

a) balloting for Executive positions shall be carried out by the nominations committee;

b) Persons elected to offices at the Annual General Meeting must have a majority of the ballots cast to win. If there is no majority, the person with the least votes will be dropped from the ballot and a further ballot must be held. This procedure continues until there is a majority vote.

iv) Term of Office

a) The term of office of the Unit Executive shall commence on July 1 and end on June 30. From the day of election to the beginning of term, the newly elected members will participate in all necessary meetings of the Executive as non-voting members until July 1 at which time all duties will be assumed.

The term of office for members of the Executive shall be two (2) years.

The President, Secretary, County, PSSP, Communications and Pay Equity

Executive Officers shall be elected in **odd-numbered years.**

The Vice President, Treasurer, Elementary, Secondary, Early Childhood Educator and Health and Safety Executive Officers shall be elected in **even-numbered years.**

b) The term of office for the representatives to Wellington Catholic District School Board/District Committees and the Collective Bargaining Committee shall be for one (1) Federation year.

v) Vacancies

a) Vacancies, except a vacancy in the position of President, which occur on the Executive during the term of office, shall be filled by appointment by the Unit President and voted on by the Executive until the next Annual General Meeting of the membership at which time the position shall be filled by election, or until the expiry of the term of office for such position. A vacancy in the position of President shall be filled by the Vice President.

b) If the elected AMPA delegate is unable to attend, the Executive will appoint a replacement.

**ARTICLE 13-DUES**

i) Annual Dues

a) members shall pay dues as prescribed in the bylaws of OSSTF and Constitution of District 18;

b) the District levy shall be deducted as arranged by the Bargaining Unit Treasurer and the District Treasurer;

c) In addition to the dues prescribed by OSSTF, a Bargaining Unit levy may be required. The amount of the levy shall be approved by a majority vote of those members present, eligible to vote and voting at the Annual General Meeting.

ii) Payment of Dues

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

Housekeeping changes may be made to the Constitution as approved by the Executive.