

CONSTITUTION

&

BY LAWS

OF

WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD

EDUCATIONAL SUPPORT STAFF

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**CONSTITUTION & BYLAWS
OF
WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD
EDUCATIONAL SUPPORT STAFF**

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CONSTITUTION

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ARTICLE 1 – DEFINITIONS

- i) O.S.S.T.F. shall mean the Ontario Secondary School Teachers' Federation.
- ii) District 18 shall mean District 18 Ontario Secondary School Teachers' Federation.
- iii) Board shall mean Wellington Catholic District School Board
- iv) Wellington Catholic District School Board Educational Support Staff Unit shall mean the Bargaining Unit representing Educational Assistants and Professional Student Services Personnel employed by the Wellington Catholic District School Board
- v) Unit shall mean the Bargaining Unit of OSSTF District 18, comprising OSSTF members who work as Educational Assistants and Professional Student Services Personnel employed by the Wellington Catholic District School Board
- vi) 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
- vii) 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
- viii) 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
- ix) Member shall mean an OSSTF member who is an active member of the unit.

ARTICLE 2 – NAME AND MEMBERSHIP

- i) The organization shall be known as Wellington Catholic District School Board Educational Support Staff Bargaining Unit of OSSTF District 18 Upper Grand
- ii) 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
- iii) The term Unit shall be used to designate the organization and its constituent members so long as they are Educational Assistants or Professional Student Services Personnel 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:
 - a) uphold and maintain the objects of the Ontario Secondary School Teachers' Federation;
 - b) protect its members, both individually and collectively in their profession;

- c) by laws and policies governing its members, which shall not contravene support and promote equal opportunity for its members;
- d) represent fairly the interest and concerns of its members with respect to their terms and conditions and/or collective bargaining with the Wellington Catholic District School Board;
- e) provide a grievance appeal procedure;
- f) establish reasonable those established by either OSSTF or District 18 except as specifically may be required by the unique nature of the organization.

ARTICLE 4 – ORGANIZATION

i) Unit Executive

- a) There shall be an executive consisting of the following voting members:
 President/Grievance Officer;
 Vice President;
 Secretary;
 Treasurer;
 Chief Negotiator;
 Four Executive Officers, one each to represent the county EAs, secondary EAs, elementary EAs and the PSSP;
 Communications Officer;
 Past President or Executive Officer.
- b) The executive, except the chief negotiator, shall be elected at the Annual General Meeting (AGM), and all executive member 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 vote at unit executive meetings.
- d) There shall be nonvoting members as follows: any member co-opted by the Unit Executive to sit on the Executive
- e) The nonvoting 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.

ii) 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) The Annual General Meeting shall be convened and run in the manner prescribed in the bylaws.
- iii) Committees of District 18.
 - The Wellington Catholic District School Board Educational Support Staff Unit may elect one representative to each of the following:
 - 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 for bidden by law, from undertaking or supporting actions which undermine or attempt to undermine any sanction imposed by branches of OSS TF 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) to 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
- ii) communicate regularly to unit members regarding the management of unit business.
- iii) Prepare in conjunction with the Treasurer a projected budget for presentation to the Annual General Meeting;
- iv) give final approval to the units negotiating brief;
- v) appoint five (5) members to the Bargaining Unit Appeals Committee prior to September 30 of each year

ARTICLE 7 – DUTIES OF EXECUTIVE OFFICERS

i) President/Grievance Officer

It shall be the duty of the president to:

- a) Be the presiding officer and the official representative for the Union;
- b) Call unit executive meetings as required;
- c) The assigning officer in order to withdraw monies from the banking institution;
- d) Liaise regularly with president of district 18;
- e) Submit a report each year to the annual General meeting;
- f) Represent the unit at Council meeting of district 18;
- g) Be Ex Officio to all committees.

It shall be the duties of the Grievance Officer to:

- a) discuss grievances with members who request assistance;
- b) call meetings when necessary of unit executive to discuss members request for assistance and a course of action;
- c) advise the members requesting assistance of the decision of the executive, in writing, as soon as possible;
- d) prepare necessary documents in filing the grievance procedure with the Wellington Catholic District School Board;
- e) ensure that timelines are met in all grievances;
- f) report to Unit Executive on the progress of all grievances.

ii) Vice President

It shall be the duty of the vice president to:

- a) perform the duties of the president in the president's absence;
- b) to liaise with the executive officers;
- c) to be third-party cosigning officer to withdraw monies in the absence of the Treasurer or the President;
- d) carry out duties as delegated by the president;
- e) represent members in the grievance appeal process in consultation with at least one member of the CBC team.

iii) Secretary

It shall be the duty of the Secretary to;

- a) record minutes of all unit executive and general meetings;
- b) keep correspondence organized on behalf of the unit.

iv) 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;
 - a) be a signing officer in order to withdraw monies from the banking institution;
 - b) 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;
- v) Chief Negotiator.

It shall be the duty of the Chief Negotiator to:

 - a) be responsible for calling and chairing meetings of the Collective Bargaining Committee;
 - b) attend meetings of the OSSTF District 18 Collective Bargaining Committee;
 - c) be responsible for preparing with the assistance of the Collective Bargaining Committee the negotiating brief and presenting same for approval to the unit executive;
 - d) be the spokesperson for the Unit during negotiations with the Board;
 - e) update the membership on the progress of negotiations;
 - f) report to and seek approval from the Collective Bargaining Committee and the Executive of a tentative agreement;
 - g) present the terms of settlement of a Collective Agreement with the Wellington Catholic District School Board to the membership for information and ratification.
- vi) 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.
- vii) Communication Officer.

It shall be the duty of the Communication Officer to:

 - a) work in cooperation with the District 18 Communication Officer to provide for the collection and distribution of information;
 - b) 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.
- viii) 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.

BYLAWS

ARTICLE 8 - COLLECTIVE BARGAINING COMMITTEE

- i) Collective Bargaining Committee.
The Collective Bargaining Committee shall consist of the following members:
 - a) a maximum of ten (10) members elected at the Annual General Meeting;
 - b) the Bargaining Unit President
- ii) Duties.
It shall be the duty of the Collective Bargaining Committee to:
 - a) solicit input from members;
 - b) prepare the negotiating brief;
 - c) elect a table team who shall carry out negotiations with the Board.
 - d) elect a Chief Negotiator.
- iii) The Table Team shall include the President and Chief Negotiator, an EA rep, a PSSP rep and one additional member to 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:
 - a) holding a meeting to discuss the tentative agreement;
 - b) 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 times per year. Additional meetings may occur at the call of the President or on the request of two members of the executive.

iii) Collective Bargaining Committee.

The Collective Bargaining Committee shall meet at least four 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 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 a 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;
- j) elect the AMPA delegate 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 meeting shall be prescribed in the OSSTF District 18 constitution
- vii) Anti-Harassment and Anti-Bullying Policy

The WCDSB/ESS 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 days of the decision the affected member shall submit a request in writing to the Bargaining Unit President for an appeal hearing. Within two days of receiving the request the Bargaining Unit President shall appoint three members of the Bargaining Unit Appeal Committee to consider the appeal. Within three days the Bargaining Unit Appeal Committee shall meet to consider the appeal. The Bargaining Unit Appeal 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 Appeal Committee shall be consistent with the Bargaining Unit anti-harassment and anti-bullying policy and procedures. The Bargaining Unit Appeal Committee shall report the decision on the appeal to the Bargaining Unit President within five days after the meeting at which the appeal is considered. 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. The decision of the Bargaining Unit Appeal 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 five (5) of the eleven (11) 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 a) 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 nonvoting members until July 1 at which time all duties will be assumed.
The term of office for members of the Executive shall be two years.
The President Secretary, County, PSSP and Communications Executive Officers shall be elected in even-numbered years.
The Vice President, Treasurer, Elementary and Secondary 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 CBC committee shall be for one 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.

