



**ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION**

**DISTRICT 25**

**PLANT SUPPORT STAFF  
BARGAINING UNIT**

**CONSTITUTION & BY-LAWS**

May 2011

**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.

**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, First Vice-President, Second Vice-President, Third Vice-President, Secretary, Treasurer, Chief Negotiator, and Communications Officer.

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.

6.1.4 The Unit/District Health and Safety Officer 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.

## **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.

(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.

**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 Bargaining Unit levy shall be \$3.00 per week per member.
- 3.2 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.
- 3.3 The President of the Unit shall be on full time release.
- 3.3.1 The salary of the Bargaining Unit President shall be equal to the regular salary of the highest paid position of the bargaining unit. This rate shall include benefit coverage and any responsibility allowances allocated to that bargaining unit position.
- 3.4 The salary and benefits of any full time release officer of the Bargaining Unit other than the President shall be the salary and benefits which would normally have been paid by the OCDSB to the particular individual during their term of office.
- 3.5 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.

**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.
- 4.5 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 appropriate signing authority.

#### **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.
- 5.1.4 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.

##### **5.2 WORKPLACE REPRESENTATIVE**

- 5.2.1 Each workplace shall be asked to volunteer a Workplace Representative.
- 5.2.2 Where more than one person 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.

#### **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, Chief Negotiator 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 twice 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, Chief Negotiator and First Vice President.

6.3.2 The Bargaining Unit Grievance Officer shall:

6.3.2.1 be the President of the Bargaining Unit;

6.3.2.2 be Chair of the Grievance Committee;

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

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

6.3.2.5 maintain a confidential file of all alleged grievances;

6.3.2.6 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.

### **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, Second Vice-President and Secretary shall take place in even number years.

9.3 The elections for the Chief Negotiator, First Vice-President, Third Vice-President and Communications Officer 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.

9.5.1.2 Executive members who hold positions not up for election in the current year may run for vacant positions in accordance with By-Law 9.5.1 and 9.5.1.1, however they must resign from their current position.

9.5.1.3 Vacancies created as a result of 9.5.1.2 shall be placed on the floor for nominations and filled in accordance with By-Law 9.6 until the end of the term of office.

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

9.6.3 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.

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

9.6.5 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, the vacancy shall be filled by appointment by the Executive until such time as a General Meeting can be held to elect a new President.

### **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 Sector Council Meeting;

11.1.1.7 if necessary, elect first from the Executive and then from the Membership at Large, delegates to attend the Annual Meeting of the Provincial Assembly;

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

11.1.1.9 be responsible for the administration and disbursement of moneys in the Retirement Funds;

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

11.1.1.11 at the September Executive meeting appoint one Vice President to be Chair of the Professional Development Committee. This appointment shall be for a two-year period coinciding with the Vice President's term of office.

## 11.2 PRESIDENT

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 represent the Bargaining Unit at Sector Council;
- 11.2.1.8 act as Grievance Officer.

## 11.3 VICE-PRESIDENTS

11.3.1 The Vice Presidents shall:

- 11.3.2 carry out duties as may be assigned by the President;
- 11.3.3 be responsible for organizing professional development activities for the membership.

## 11.4 SECRETARY

11.4.1 The Secretary shall:

- 11.4.1.1 arrange for the keeping of records of the Bargaining Unit Executive and General meetings;
- 11.4.1.2 send a copy of these minutes to the appropriate members expected to attend the above mentioned meetings.

## 11.5 TREASURER

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 budget 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 CHIEF NEGOTIATOR

11.6.1 The Chief Negotiator shall:

- 11.6.1.1 Be responsible for the conduct of 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, the Bargaining Unit Executive, and the Membership for Ratification;
- 11.6.1.9 perform other duties as assigned by the President.

11.7 COMMUNICATIONS OFFICER

11.7.1 The Communications Officer 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 act as Educational Services Officer
- 11.7.1.3 advise and assist the Bargaining Unit Executive in the area of Educational Services;
- 11.7.1.4 perform other duties as assigned by the President/Executive;
- 11.7.1.5 act as Educational Bursary Chair and oversee the allocation and disbursement of any bursaries;
- 11.7.1.6 will present to the Executive a list of successful applicants for the Educational Bursary at the next available Executive meeting.

11.8 MEMBERS AT LARGE

11.8.1 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.

**BY-LAW 12 - DUTIES OF WORKPLACE 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.

#### **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 grievor 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 grievor.

- 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 grievor 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 three (3) \$1000.00 Educational Bursaries shall be given in any one (1) year.

#### **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.