



CONSTITUTION AND BYLAWS

Brock University Support Staff

District 35: University & Colleges

Amended May 21st, 2014

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Definitions

1. "AGM" shall mean Annual General Meeting of the Bargaining Unit. (A.10)
2. "AMPA" shall mean Annual Meeting of the Provincial Assembly. (A.10)
3. "Bargaining Unit" shall mean a Bargaining Unit of the OSSTF. (A.10)
4. "Bargaining Unit Representative" shall mean a Member of the Bargaining Unit elected/designated to coordinate OSSTF activities. (A.10)
5. "BUR" shall mean Bargaining Unit Representative. (A.10)
6. "Bylaws" shall mean the standing rules governing the membership of the Bargaining Unit on matters which are entirely within the control of the Bargaining Unit.
7. "CBC" shall mean Collective Bargaining Committee of the Bargaining Unit. (A.10)
8. "CLC" shall mean Canadian Labour Congress. (A.10)
9. "Constitution" shall mean a system of fundamental principles by which the Bargaining Unit is governed, and includes a basic organization of the Bargaining Unit.
10. "DEC" shall mean District Executive Council. (A.14)
11. "District" shall mean District 35, OSSTF.
12. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
13. "Member" shall mean an active Member (in good standing) of the Support Staff who is a Member of OSSTF.
14. "NRLC" shall mean Niagara Regional Labour Council. (A.14)
15. "OFL" shall mean Ontario Federation of Labour. (A.14)
16. "Organizational Area" shall mean an organizational sub-division of the Bargaining Unit as defined in the Bylaws.
17. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
18. "Policy" shall mean a stand or position taken by the Bargaining Unit in accordance with its Bylaws on matters whose resolution is beyond the internal legislative power of the Bargaining Unit.
19. "Procedures" shall mean detailed rules established by the Bargaining Unit Executive to govern the "day-to-day" operation of the Bargaining Unit, which are consistent with the Constitution, Bylaws, and Policy.

ARTICLE 1 – Name and Authority

- 1.1 This Bargaining Unit shall be known as the OSSTF, District 35, and Brock University Support Staff.
- 1.2 Any part of the Bargaining Unit Constitution, Bylaws, Policies, and/or Procedures which are in contravention to the Ontario Secondary School Teachers' Federation and District Constitution, Bylaws, Policies and/or Procedures are null and void.

ARTICLE 2 – Objects

- 2.1 The objects of the Support Staff shall be those described in Article 3 – Objects of the Constitution of OSSTF. (A.10)
- 2.2 The ethics of the Support Staff shall be those described in Article 4 – Ethics of the Constitution of OSSTF. (A.10)

ARTICLE 3 – Membership

- 3.1 Members shall include employees in the following classifications employed by Brock University as Support Staff who are Members of OSSTF: office, clerical, administrative and library, in employee groups as defined in the Collective Agreement. (A.10)

ARTICLE 4 – Dues & Levies

- 4.1 Members shall pay annual dues as prescribed in OSSTF Bylaw 11.1.1. (A.10)
- 4.2 In addition to the dues prescribed by OSSTF, a levy may be required by this Bargaining Unit. The amount of the levy shall be approved by a majority vote of those Members present, qualified to vote and voting at a General Meeting of the Bargaining Unit.
- 4.3 Members shall pay 0.15% of their gross annual salary to the local unit to assist with time release costs. The deductions will be done in accordance with the procedures set out in Article 5 of the Collective Agreement.
- 4.4 Member's portion of the time release costs, see Article 4.3, will be covered by the EI Rebate for as long as the monies allow. (A.11)

ARTICLE 5 – Organization

- 5.1 Bargaining Unit Executive
 - 5.1.1 There shall be an Executive consisting of the following voting Members:
 - 5.1.1.1 President,
 - 5.1.1.2 Vice President, Internal,
 - 5.1.1.3 Vice President, External,
 - 5.1.1.4 Grievance Officer,
 - 5.1.1.5 Treasurer,
 - 5.1.1.6 Health and Safety Officer (appointed by the Executive) (non-voting Member) A.14,
 - 5.1.1.7 Communications/Political Action Officer (non-voting Member) A.14,
 - 5.1.1.8 Secretary,
 - 5.1.1.9 Chief Negotiator (elected at CBC) (non-voting Member) A.14,
 - 5.1.1.10 Educations Services Officer (non-voting Member) A.14,
 - 5.1.1.11 Immediate Past-President.

5.1.1.12 Member at Large (2 positions) (A.14)

ARTICLE 6 – Meetings

- 6.1 Frequency of Executive Meetings shall be established in the Bylaws.
- 6.2 There shall be an Annual General Meeting as defined in the Bylaws.
- 6.3 Special General Meetings may be convened in accordance with the Bylaws.

ARTICLE 7 – Collective Bargaining Committee

- 7.1 There shall be a Collective Bargaining Committee for the Bargaining Unit elected in accordance with the Bylaws.
- 7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit Executive through the Chief Negotiator of the Collective Bargaining Committee.

ARTICLE 8 – Standing Committees

- 8.1 There shall be Bargaining Unit Standing Committees as designated in the Bylaws.
- 8.1.1 The Chairperson of any Bargaining Unit Standing Committee shall attend a Bargaining Unit Executive Committee Meeting at the request of the President.

ARTICLE 9 – Grievance Committee

- 9.1 There shall be a Grievance Committee for the Bargaining Unit elected in accordance with the Bylaws.
- 9.1.1 The Grievance Committee shall be responsible to the Bargaining Unit Executive through the Grievance Officer of the Bargaining Unit.

ARTICLE 10 – Grievance Appeals Committee

- 10.1 There shall be a Grievance Appeals Committee for the Bargaining Unit elected in accordance with the Bylaws.
- 10.1.1 The Grievance Appeals Committee shall be responsible to the Bargaining Unit Executive through the Grievance Officer of the Bargaining Unit.

ARTICLE 11 – Amendments

- 11.1 Amendments to the Constitution may be made at a General Meeting as provided in the Bylaws.

BYLAWS

Bylaw 1 – General Meetings

- 1.1 The Annual General Meeting shall be held in May of each year.
- 1.2 Notice of other General Meetings shall be given to the Members in writing at least seven (7) working days in advance of the meeting.
- 1.3 The Bargaining Unit President shall call a General Meeting where twenty (20) percent or more of the Members make such a request in writing to the Executive. (A.10)
- 1.4 The Annual General Meeting shall be held in a location as determined by the Executive.
- 1.5 A Ratification meeting shall be held at a time and location as determined by the Executive in consultation with the CBC. (A.10)

Bylaw 2 – Executive Meetings

- 2.1 The Bargaining Unit Executive shall meet at the call of the President but not less than five (5) times per year.
- 2.2 The Bargaining Unit President shall call a meeting of the Executive when at least thirty (30) percent of the Members of the Executive make such a request in writing to the President.

Bylaw 3 – Quorum

- 3.1 A quorum for meetings of the Executive shall be a simple majority of the voting Members of the Executive.
- 3.2 A quorum for the Annual General Meeting shall be those Members present, qualified to vote and voting.
- 3.3 A quorum for a General Meeting shall be those Members present, qualified to vote and voting.
- 3.4 A quorum for a Ratification meeting shall be those Members present, qualified to vote and voting.

Bylaw 4 – Voting

- 4.1 Any Member of the Bargaining Unit may attend, speak and vote at any duly convened General Meeting. (A.10)
- 4.2 Where a vote is held, any Member in the Bargaining Unit may vote by secret ballot on the ratification of a proposed Collective Agreement or a sanction against the employer. (A.10)

Bylaw 5 – Elections

- 5.1 Only Members of the Bargaining Unit may be candidates for office. (A.10)
- 5.2 Elections for the Bargaining Unit Executive and other officers shall be by secret ballot at the Annual General Meeting. (A.10)
- 5.3 Elections Committee: (A.10)
- 5.3.1 shall consist of not more than three (3) volunteer Members of the Bargaining Unit, (A.10)

- 5.3.2 a call for volunteers shall be made not less than forty-five (45) days prior to an election year AGM with the first three (3) names put forward to the Secretary comprising the committee, (A.10)
- 5.3.3 no elected Members of the current sitting Executive are eligible to participate on the committee, (A.10)
- 5.3.4 The Elections Committee will appoint a Member to serve as Elections Coordinator and they will serve as Chairperson of the committee, (A.13)
- 5.3.4.1 The Elections Coordinator, in conjunction with the Elections Committee, will be responsible for implementing Elections Policies and Procedures. (A.13)
- 5.4 Candidates must indicate their intention to run for office by submitting their name, supported by two nominating Members, to the Election Committee, at least seven (7) working days prior to the election. (A.10)
- 5.5 Elections for Executive shall be in the order listed in Article 5 of the Constitution.
- 5.6 Everyone on the Bargaining Unit Executive with the exception of the Health and Safety Officer and the Chief Negotiator, shall be elected by the majority vote of those Members present, qualified to vote and voting. (A.12)
- 5.7 Defeated candidates shall be considered for other offices if they choose.
- 5.8 The term of office of the newly-elected Bargaining Unit Executive and other Officers shall commence on July 1 and be for the term of two years. (A.12)
- 5.9 Bargaining Unit Representatives shall be elected for two (2) years. (A.12)
- 5.10 No position on the Executive, whether elected or appointed, shall exceed the term of the current sitting Executive. (A.10)

Bylaw 6 – Duties of Members

- 6.1 It shall be the duty of every Member to comply with the duties of Members of the OSSTF as defined in OSSTF Provincial Bylaw 5 – Rights, Privileges and Duties, Section 5.3 – Duties of Members. (A.10)

Bylaw 7 – Duties of the Bargaining Unit Executive

- 7.1 It is the duty of the Executive to:
 - 7.1.1 manage the affairs of the Bargaining Unit between General meetings,
 - 7.1.2 propose a bargaining unit budget for presentation at the Annual General Meeting,
 - 7.1.3 establish procedures and policies in order to facilitate the business of the Bargaining Unit and to present those procedures and policies to the membership for ratification at the Annual General Meeting,
 - 7.1.4 communicate regularly with the Members of the Bargaining Unit regarding the business of the unit, (A.12)
 - 7.1.5 establish procedures, which shall investigate and determine the manner in which grievances are conducted,
 - 7.1.6 establish procedures for the ratification of a Collective Agreement,
 - 7.1.7 fill any vacant position on the Executive, with the exception of the position of President, which shall be filled in accordance with the Bylaws,
 - 7.1.8 appoint a Health and Safety Officer to the Executive,
 - 7.1.9 appoint a second Member of the Bargaining Unit to the University's Joint Health and Safety Committee, (JHSC), where required, (A.10)
 - 7.1.10 appoint a Member(s) of the Bargaining Unit to the District Executive Council, (DEC), where required, (A.10)

- 7.1.11 appoint an alternate to represent the Bargaining Unit for all or part of a Provincial Council meeting should any Provincial Councillor be unable to attend, (A.12)
- 7.1.12 appoint a Member(s) of the Bargaining Unit to the Niagara Regional Labour Council, (NRLC), where appropriate. (A.12)

Bylaw 8 – Duties of Executive Members

- 8.1 The duties of the **President** shall be to:
 - 8.1.1 assume the role of Chief Executive Officer, (A.10)
 - 8.1.2 call and preside over all Executive and General Meetings,
 - 8.1.3 ensure that the duties of a Bargaining Unit are carried out as outlined in the OSSTF Handbook,
 - 8.1.4 be an ex-officio Member of all Bargaining Unit committees,
 - 8.1.5 report to the Bargaining Unit Executive and Members the activities and concerns of the District,
 - 8.1.6 report to the Members at the Annual General Meeting,
 - 8.1.7 be a Member of the Collective Bargaining Committee and the Table Team,
 - 8.1.8 represent all Members of the Bargaining Unit fairly,
 - 8.1.9 ensure that all vital functions of the office that has been vacated, be carried out on an interim basis until the vacancy is filled,
 - 8.1.10 serve as the Bargaining Unit's Provincial Councillor, (A.12)
 - 8.1.11 represent the Bargaining Unit at the Staff Relations Committee,
 - 8.1.12 represent the Bargaining Unit as a Member of the District Executive Council (DEC), as required by the District Constitution, (A.09)
 - 8.1.13 represent the Bargaining Unit as one of the delegates to the Niagara Region Labour Council, (NRLC), meetings, (A.10)
 - 8.1.14 represent the Bargaining Unit at all OSSTF Provincial meetings and functions, where required. (A.12)
- 8.2 The duties of the **Vice-President, Internal** shall be to:
 - 8.2.1 perform the duties of the President in the President's absence,
 - 8.2.2 carry out the duties as may be assigned by the President,
 - 8.2.3 propose amendments to the Constitution and Bylaws, along with the Vice-President, External and the President, (A.10)
 - 8.2.4 be responsible for on-going communications with Bargaining Unit Representatives, (A.13)
 - 8.2.5 assist with on-going communication to the Executive Members,
 - 8.2.6 represent the Bargaining Unit as one of the delegates to the Niagara Region Labour Council, (NRLC). (A.10)
- 8.3 The duties of the **Vice President, External** shall be to:
 - 8.3.1 carry out the duties as may be assigned by the President,
 - 8.3.2 propose amendments to the Constitution and Bylaws, along with the Vice-President, Internal and the President, (A.10)
 - 8.3.3 be responsible for on-going communication with other units within D-35,
 - 8.3.4 be responsible for on-going communication with other Districts in our Region,
 - 8.3.5 be responsible for on-going communication with the Provincial Office.
- 8.4 The duties of the **Secretary** shall be to:
 - 8.4.1 keep a record of the minutes of all General Meetings and Executive Meetings,
 - 8.4.2 send a copy of the minutes to each Member of the Executive, (A.10)
 - 8.4.3 maintain an updated list of bargaining unit members,
 - 8.4.4 carry out the duties as may be assigned by the President. (A.09)

- 8.5 The duties of the **Treasurer** shall be to:
 - 8.5.1 carry out the duties as may be assigned by the President,
 - 8.5.2 carry out the duties as may be assigned by the District Treasurer,
 - 8.5.3 carry out the duties as outlined in the Bylaws,
 - 8.5.4 represent the Bargaining Unit on the District Finance Committee.
- 8.6 The duties of the **Grievance Officer** shall be to:
 - 8.6.1 consider complaints from Members, who may have grievances against the University,
 - 8.6.2 work with the Executive with respect to decisions about grievances,
 - 8.6.3 assist members having legitimate grievances,
 - 8.6.4 work with legal counsel in preparing grievances for arbitration,
 - 8.6.5 be a member of the Staff Relations Committee,
 - 8.6.6 carry out the duties as may be assigned by the President. (A.09)
- 8.7 The duties of the **Chief Negotiator** shall be to:
 - 8.7.1 Chair the Bargaining Unit Collective Bargaining Committee,
 - 8.7.2 report on a timely and regular basis to the Executive and the Members,
 - 8.7.3 carry out the duties as determined by the President,
 - 8.7.4 represent the Bargaining Unit at the District CBC meetings.
- 8.8 The duties of the **Immediate Past President** shall be to: (A.10)
 - 8.8.1 carry out the duties as determined by the President,
 - 8.8.2 shall function in an advisory capacity to the Executive in order to provide continuity in the operation of the Bargaining Unit. (A.10)
- 8.9 The duties of the **Communications Officer** shall be to:
 - 8.9.1 work with the Bargaining Unit Executive, Standing Committees; District Executive and the Provincial Communications Committee,
 - 8.9.2 co-ordinate the dissemination of information to Bargaining Unit members at the instructions of the Executive,
 - 8.9.3 update and maintain the Bargaining Unit website. (A.10)
- 8.10 The duties of the **Health and Safety Officer** shall be to:
 - 8.10.1 represent the Bargaining Unit on the Joint Health and Safety Committee of the University,
 - 8.10.2 carry out the duties as determined by the President,
 - 8.10.3 keep the Bargaining Unit informed of any Health and Safety issues,
 - 8.10.4 report to the Executive and keep them informed of all Health and Safety issues affecting the Membership.
- 8.11 The duties of the **Education Services Officer** shall be to: (A.08)
 - 8.11.1 carry out the duties as may be assigned by the President, (A.08)
 - 8.11.2 be responsible for informing members of professional development opportunities offered by Provincial Office, (A.10)
 - 8.11.3 be responsible for informing members of professional development opportunities offered by the local Labour Council and other labour organizations such as the Ontario Federation of Labour (OFL), the Canadian Labour Congress (CLC) and other labour friendly organizations. (A.10)

Bylaw 9 – Bargaining Unit Representatives (A.13)

- 9.1 The duties of the Bargaining Unit Representatives shall be to: (A.11)
 - 9.1.1 carry out the duties as determined by the President,
 - 9.1.2 carry out the duties as outlined in the Bylaws,
 - 9.1.3 attend Bargaining Unit Representative meetings as scheduled by the Executive. (A.11)
- 9.2 In consultation with the Executive, communicate regularly with the Members throughout the university, (A.13)
 - 9.2.1 communicate issues and concerns to the Executive, (A.13)
 - 9.2.2 report possible violations of the Collective Agreement to the Grievance Officer, (A.13)

Bylaw 10 – Duties of the General Meeting

- 10.1 Amendments to the Constitution may be made at ~~the Annual~~ a General Meeting as provided in the Bylaws, (A.13)
 - 10.1.1 Election of Bargaining Unit Officers, (A.13)
 - 10.1.2 The formation of internal organizations and procedures,
 - 10.1.3 The establishment, amendment or revision of Bargaining Unit policy,
 - 10.1.4 All other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members or the conduct of the business of the Bargaining Unit.

Bylaw 11 – Vacancy

- 11.1 If a vacancy occurs in any Bargaining Unit Executive position, except the position of President, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
- 11.2 Where no nominations are forthcoming, the Executive shall appoint a Member to fill the vacancy. Where the vacancy occurs in the position of President, the Vice-President Internal shall normally assume the position for the remainder of the term of office. (A.09)
- 11.3 If the Vice-President Internal does not assume the role of President for any reason, there will be a call for nominations and a new President elected to serve the remainder of the term. (A.09)
- 11.4 When the Bargaining Unit is entitled to representation on a committee, the Executive shall solicit nominations and appoint a Member to fill the position for the designated term. (A.14)

Bylaw 12 – Finances

- 12.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 12.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with an approved Budget,
 - 12.2.1 the Treasurer shall prepare an up-to-date financial report of the Bargaining Unit for presentation at each of the Executive Meetings and the Annual General Meeting,
- 12.3 cheques drawn on the Bargaining Unit account shall require two signatories of three as designated by the Executive,

- 12.3.1 one of the signatories must be the Treasurer,
 12.4 expenses incurred on behalf of the Bargaining Unit shall be paid only if they are submitted on OSSTF Bargaining Unit or District expense voucher forms with appropriate receipts, within spending guidelines and with appropriate approval.

Bylaw 13 – Collective Bargaining Committee

- 13.1 The Collective Bargaining Committee for the Bargaining Unit shall consist of up to fourteen (14) Members including the President and the Grievance Officer, (A.10)
- 13.2 the Collective Bargaining Committee shall be elected at the Annual General Meeting, one (1) year prior to the expiration of the current Collective Agreement, (A.13)
- 13.3 the Bargaining Unit Executive shall appoint a Member to fill any vacancies.

Bylaw 14 – Duties of the Collective Bargaining Committee

- 14.1 It shall be the duty of the Collective Bargaining Committee to:
- a) Elect a Chief Negotiator from the Committee,
 - b) Survey the membership,
 - c) Prepare a negotiating brief,
 - d) Seek approval for the brief from the Bargaining Unit Executive and Provincial Office of OSSTF.
 - e) Communicate regularly with the Members of the Bargaining Unit on the progress of negotiations through the Chief Negotiator, (A.10)
 - f) Seek the ratification of the collective agreement from the bargaining unit members.
 - g) Elect members to the table team, two of which must be the President and the Chief Negotiator.

Bylaw 15 – Grievances

- 15.1 **Grievance Committee**
- 15.1.1 The Grievance committee shall consist of the Grievance Officer, President and one Bargaining Unit Representative appointed annually by the Executive. (A.11)
- 15.2 **Grievance Procedures**
- 15.2.1 An alleged grievance ~~may~~ shall be communicated by any Member to the ~~a~~ Bargaining Unit Representative, Grievance Officer or the President ~~who shall contact the Grievance Officer/President within 24 hours, (A.12)~~ within 48 hours of the alleged violation. (A.14)
- 15.2.2 A grievance is defined as a complaint concerning the interpretation, the administration, or an alleged violation of the Collective Agreement,
- 15.2.3 The Grievance Officer/President shall ascertain the facts of the case, consult with Provincial Office as necessary, and prepare the grievance letter(s),
- 15.2.4 Any decisions about taking a grievance beyond Step One will be made in *Executive Session* by the Grievance Committee and communicated forthwith to the member(s) concerned.
- 15.3 **Grievance Appeals Committee**
- 15.3.1 The Bargaining Unit Executive, excluding Executive Members involved in the original

grievance, shall function as the Grievance Appeal Committee, (A.10)

- 15.3.2 A member may appeal a decision of the Grievance Committee in writing within seven (7) working days of receiving the committee's decision, (A.08)
- 15.3.3 The appeal hearing shall be held *in Executive Session* during the next regularly scheduled meeting of the Bargaining Unit Executive.
- 15.3.4 The Member has the option to present their appeal in person at the hearing referenced in Bylaw 15.3.3. (A.14)

Bylaw 16 – Provincial Councillor

- 16.1 The selection of Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and Bylaws.

Bylaw 17 – Delegate(s) to Annual Meeting of Provincial Assembly, CLC and OFL (A.14)

- 17.1 The delegate(s) to AMPA, CLC and OFL shall be selected in accordance with the District and Provincial Constitution and Bylaws. (A.14)
- 17.2 The Bargaining Unit delegation for AMPA, CLC and OFL shall be comprised of the following (A.14):
- a) The Bargaining Unit President,
 - b) Should any further positions be available, the delegate/alternate shall be selected from the Bargaining Unit Executive by a vote of the Executive, (A.11)
 - c) Any additional delegates/alternates will be selected from the membership at large. (A.11)

Bylaw 18 – Amendments

- 18.1 Amendments to the Constitution and Bylaws may be made at a General Meeting of the Bargaining Unit.
- 18.2 Amendments to the Constitution may be made by a two-thirds majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fifteen (15) working days prior to the date of the General Meeting, (A.08)
- 18.2.1 Where such notice has not been given, amendments may be made by a nine-tenths majority vote of the Members present, qualified to vote and voting.
- 18.3 Amendments to the Bylaws may be made by a simple majority vote of the Members present, qualified to vote and voting provided that notice of the proposed amendment has been given to the membership in writing not less than fifteen (15) working days prior to the date of the General Meeting, (A.08)
- 18.3.1 Where such notice has not been given, amendments may be made by a three-quarters majority vote of the Members present, qualified to vote and voting.
- 18.4 Any amendments to Procedure or Policy shall be ratified, rescinded or amended at the next General Meeting by a simple majority vote of the Members present, qualified to vote and voting.

APPENDIX A – Bargaining Unit Polities (A.14)

1. It is the policy of this Bargaining Unit that the first right of refusal for AMPA delegate/alternate positions resides with the new Executive Members who have not yet attended an AMPA. (A.14)