



OSSTF / FEESO DISTRICT 21

PECW

CONSTITUTION
AND BY-LAWS

2023-2024

Table of Contents

ARTICLES PAGE

DEFINITIONS	3
ARTICLE 1 - Name & Authority.....	4
ARTICLE 2 – Objects.....	4
ARTICLE 3 - Membership	4
ARTICLE 4 - Dues & Levies	4
ARTICLE 5 - Organization	4
Bargaining Unit Executive.....	4
ARTICLE 6 - Meetings	5
ARTICLE 7 - Collective Bargaining	5
ARTICLE 8 - Grievance Appeal Committee	5
ARTICLE 9 - Standing Committee.....	5
ARTICLE 10 - Amendments	5
ARTICLE 11 – Electronic Meetings	5
ARTICLE 12 – Electronic Meeting: Platform	5
ARTICLE 13 – Electronic Meeting: Voting.....	5
ARTICLE 14 – Electronic Meeting: Platform Features	5
ARTICLE 15 – Electronic Meeting: Rules.....	6

BY-LAWS

BY-LAW 1 - Meetings.....	6
General Meetings	6
1.2 Duties of General Meetings	6
1.3 Executive Meetings	7
BY-LAW 2 - Quorum	7
BY-LAW 3 - Voting	7
BY-LAW 4 - Elections	7
Election.....	7
Balloting	7
AMPA Delegates	8
Nominations	8
BY-LAW 5 - Duties of Members	8
BY-LAW 6 - Duties of Executive Members	8
Duties of the President	9
Duties of the Vice-President	9
Duties of the Secretary	9
Duties of the Treasurer	9
Duties of the Communications Officer	9
Duties of the Chief Negotiator	9
Duties of the Grievance Officer	10
Duties of the Human Rights Officer	10
Duties of the Member-at-Large	10

Duties of the political Action Committee Officer	10
Duties of the Equity, Anti-Racism and Anti-Oppression Officer.....	10
BY-LAW 7 - Amendments	11
BY-LAW 8 - Vacancy	11
BY-LAW 9 - Finances	11
BY-LAW 10 - Collective Bargaining	12
BY-LAW 11 - Duties of Collective Bargaining Committee	12
BY-LAW 12 - Collective Bargaining Table Team	12
BY-LAW 13 - Provincial Councillor	12
BY-LAW 14 - Grievance Appeal Committee.....	12
BY-LAW 15 - Bargaining Unit Levy Account	13

OSSTF District 21 - Hamilton-Wentworth
Professional Educators & Childcare Workers' Bargaining Unit
Constitution & By-Laws

DEFINITIONS

1. "OSSTF" shall mean the Ontario Secondary School Teachers' Federation.
2. "District" shall mean the District 21, Hamilton-Wentworth.
3. "Bargaining Unit" shall be the **PROFESSIONAL EDUCATORS & CHILDCARE WORKERS** Bargaining Unit, which is the OSSTF organization of those Members for whom OSSTF holds bargaining rights under the appropriate legislation.
4. "Board" shall mean the Hamilton-Wentworth Catholic District School Board.
5. "Constitution" shall mean a system of fundamental principles by which this Bargaining Unit is governed, and includes a basic organization of this Bargaining Unit.
6. "By-Laws" shall mean the standing rules governing the membership of this Bargaining Unit on matters which are entirely within the control of this Bargaining Unit.
7. "Policy" shall mean stand or position taken by the Bargaining Unit in accordance with its By-Laws on matters whose resolution is beyond the internal legislative power of this Bargaining Unit.
8. "Procedures" shall mean detailed rules established by the Bargaining Unit to govern the "day-to-day" operation of the Bargaining Unit which are consistent with the Constitution, By-Laws and policy.
9. "General Meeting" shall mean a meeting of the Bargaining Unit membership to conduct the business of the Unit.
10. "Member" shall mean an active member (in good standing) of the OSSTF Bargaining Unit.

ARTICLES

ARTICLE 1 - NAME AND AUTHORITY

- 1.1 This Bargaining Unit shall be known as the Ontario Secondary School Teachers' Federation, District 21, Hamilton-Wentworth, Professional Educators and Childcare Workers Bargaining Unit.
- 1.2 The term Unit shall be used to designate the organization and its constituent member so long as they are Professional Educators and Childcare Workers employees of the Hamilton-Wentworth Catholic District School Board and members in good standing of the Professional Educators and Childcare Workers Unit.
- 1.3 Any part of the Bargaining Unit Constitution, By-Laws, Policies and/or Procedures which are in contravention to the OSSTF/District/Division Constitution, By-Laws, Policies and/or Procedures are null and void.

ARTICLE 2 - OBJECTS

- 2.1 The objects of the PECW Bargaining Unit shall be those described in Article 3 of the Constitution of OSSTF.
- 2.2 The ethics of the PECW Instructor's Bargaining Unit shall be those described in Article 4 of the Constitution of OSSTF.

ARTICLE 3 - MEMBERSHIP

- 3.1 Members shall be part-time and full-time Professional Educators and Childcare Workers who are members of OSSTF and are employed by the Hamilton-Wentworth Catholic District School Board.

ARTICLE 4 - DUES & LEVIES

- 4.1 Members shall pay annual dues as prescribed in the By-Laws of OSSTF.
- 4.2 There shall be a Unit Levy, the purpose of which shall be to pay the salary and fringe benefits for release time for the Unit President.
- 4.3 The amount of the Levy shall be approved by the Annual General Meeting of the Bargaining Unit.
- 4.4 The Levy collected shall be placed in the Bargaining Unit Levy Account

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
 - 5.1.1.3 Chief Negotiator
 - 5.1.1.4 Secretary
 - 5.1.1.5 Treasurer
 - 5.1.1.6 Health and Safety Officer
 - 5.1.1.7 Communications Officer
 - 5.1.1.8 Grievance Officer
 - 5.1.1.9 Human Rights Officer
 - 5.1.1.10 Member(s)-at-large (2)
 - 5.1.1.11 Political Action Committee Officer

5.1.1.12 Equity, Anti-Racism, and Anti-Oppression Officer

ARTICLE 6 - MEETINGS

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

ARTICLE 7 - COLLECTIVE BARGAINING

- 7.1 The Collective Bargaining Committee for the Bargaining Unit should be representative of the membership.
- 7.1.1 The Collective Bargaining Committee shall be responsible to the Bargaining Unit through the Chief Negotiator.

ARTICLE 8 - GRIEVANCE APPEAL COMMITTEE

- 8.1 The Grievance Appeal Committee shall be established according to By-Law 14.

ARTICLE 9 - STANDING COMMITTEES

- 9.1 There shall be Bargaining Unit Committees as required.

ARTICLE 10 - AMENDMENTS

- 10.1 Amendments to the Constitution may be made at a General Meeting as provided in the By-Laws.

ARTICLE 11-ELECTRONIC MEETINGS

- 11.1 As necessary, meetings of the Bargaining Unit membership, executive, or committees may be held electronically.

ARTICLE 12 – ELECTRONIC MEETING PLATFORM

- 12.1 The platform in which these electronic meetings can be held is designated by the President.
- 12.2 The designated platform must support anonymous voting and support visible displays identifying those participating. Identifying those seeking recognition to speak, showing the text of pending motions, and showing results of votes
- 12.3 The designated platform must require members, participating in the electronic meeting, to log in to satisfy the process of verification of membership of meeting participants
- 12.4 These electronic meetings shall be subject to all rules adopted by the Bargaining Unit membership, executive, or committees, or by OSSTF rules of orders.

ARTICLE 13 – ELECTRONIC MEETING: VOTING

- 13.1 An anonymous vote conducted through the designated platform shall be deemed a ballot vote. Fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot
- 13.2 Voting on the designated platform can only occur for motions pertaining to the business of the Bargaining unit membership, executive, or committees. Election voting may be set up through Provincial OSSTF in the “My Vote” centre.

ARTICLE 14 – ELECTRONIC MEETING: PLATFORM FEATURES

- 14.1 The Public Chat function must be turned off. Private Chat function can be turned on if it is being used as a mechanism for members to be recognized in debate.
- 14.2 The Voting or Polling System can be used as long as it displays the results of a vote.

- 14.3 The use of video display should be used to present motions and/or documents to the membership.
- 14.4 The mute-all function should be turned on so that the chair can control who has assignment of the floor.

ARTICLE 15 – ELECTRONIC MEETING: RULES

- 15.1 Proper Notice of Meeting and Meeting information (link, login, agenda, minutes, time and date) shall be sent out to members as per the constitution bylaw
- 15.2 The meeting link may open at least 15 minutes prior to the start of the meeting
- 15.3 Members shall login, identify themselves, and maintain internet and audio connection throughout the meeting when present but shall sign out upon any departure prior to adjournment.
- 15.4 Quorum shall be as designated as per the constitution bylaw.
- 15.5 The chair can mute or force a disconnection of a member if the member is causing interference with the meeting.
- 15.6 Members seeking recognition of the floor shall notify the chair by any electronic “Hands Up” method. For larger online meetings, it is advised that someone be assigned to assist the chair by creating a Spotter’s List.
- 15.7 Motions (and/or any other documents) must be displayed to the membership until it is disposed of.
- 15.8 Votes shall be anonymous and shall be conducted via the platform designated for the electronic meeting. When ordered or required, other methods of voting can be used as per the constitution bylaw.

BY-LAWS

BY-LAW 1 - MEETINGS

1.1 General Meetings

- 1.2 Notice of the date of the Annual General Meeting shall be given to Members by the Bargaining Unit President or designate in writing at least thirty (30) days prior to the date of the meeting.
- 1.3 Notice of other General Meetings shall be given to the Members in writing at least fourteen days in advance of the meeting.
- 1.4 The Bargaining Unit President shall call a General Meeting where twenty-five percent of the Members make such a request in writing to the President.
- 1.5 Prior to the Membership voting to accept or reject any contract offer on salary, conditions of work, fringe benefits or any other matters under negotiations with the Board, “the Bargaining Unit President and Chief Negotiator shall notify the membership in writing of the date, time and place of the notification meeting at which the Chief Negotiator shall present the proposed Collective Agreement. A ratification vote shall be conducted as per the Labour Relations Act
- 1.6 The membership shall be provided with a copy of the proposed settlement a minimum of three days prior to the scheduled ratification meeting.

1.2 Duties of General Meetings

- 1.2.1 A General Meeting of the Bargaining Unit may adopt or rescind By-Laws not inconsistent with the Constitution and By-Laws of OSSTF concerning:
 - 1.2.2 election procedures for Bargaining Unit Officers.
 - 1.2.3 the formation of internal organizations and procedures.
 - 1.2.4 the establishment, amendment or the rescinding of Bargaining Unit Policy.

1.2.5 all other matters as are deemed necessary or convenient for the promotion of the welfare and interests of Members on the conduct of the business of the Bargaining Unit.

1.3 **Executive Meetings**

1.3.1 The Bargaining Unit Executive shall meet at the call of the President, but not less than eight (8) times per school year.

1.3.2 The Bargaining Unit President shall call a meeting of the Executive when twenty-five (25%) percent of the Members of the Executive make such a request in writing to the President.

BY-LAW 2 - QUORUM

2.1 A quorum for meetings of the Executive shall be those present and voting.

2.2 A quorum for Annual General Meetings shall be those present and voting.

2.3 A quorum for general meetings shall be twenty (20%) percent of the Bargaining Unit membership.

BY-LAW 3 - VOTING

3.1 Only members of OSSTF may attend, speak and vote at the Annual General Meeting and at any special General Meeting duly convened.

3.1.1 Any employee in the Bargaining Unit may vote on the ratification of a proposed collective agreement or a sanction against the employer.

3.1.2 A vote taken at a ratification or sanction meeting shall be by secret ballot.

3.1.3 A vote taken to fill an elected position at a Annual General Meeting shall be by secret ballot.

BY-LAW 4 - ELECTIONS

Section 1 - Election and Nomination Process.

4.1 **Election**

4.1.1 Any Member in good standing shall be eligible to hold elected office in the Bargaining Unit.

4.1.2 A Member elected or appointed to complete the unexpired term of any Unit Officer shall have all the rights and privileges of his/her predecessor.

4.1.3 Elections of Unit Officers shall take place at the Annual General Meeting in the following order:

President

Vice-President

Chief Negotiator

Secretary

Treasurer

Grievance Officer

Provincial Councillor

Communications Officer

Health & Safety Officer

Equity, Anti-Racism, and Anti-Oppressions Officer

Human Rights Officer

Political Action Officer

Members-at-large (2)

4.1.4 Candidates may drop down and run for a position in descending order on the list in 4.1.3. That is President to VP, VP to Chief Negotiator, ect.

4.2 **Balloting**

4.2.1 All elections shall be by secret ballot.

- 4.2.2 The election of all officers shall be by a simple vote of those qualified to vote, present and voting.
- 4.2.3 In the case of more than two candidates for any of the elected offices, and failing a majority for any candidate on the first ballot, the candidate with the lowest number of votes shall be dropped from the succeeding ballots until a majority is reached.
- 4.2.4 Notice of Unit Elections shall be sent to all members, in writing at least thirty (30) days prior to the Annual General Meeting by the Unit Secretary or designate. The notice shall solicit nominations for the elected positions.

4.3 **AMPA Delegates**

- 4.3.1 AMPA delegates shall be elected by Council at the December Executive Meeting.
- 4.3.2 For the position of AMPA delegate, the number of Bargaining Unit Delegates positions shall be filled by the equal number of members with the highest vote count. Once all positions are filled the balance of the names shall fill the alternate position(s), in order of most votes. The remainder of nominees shall have their name retained on a list, in order of vote count, to move into a position if it becomes vacant.
- 4.3.3 Nominations shall be sought for the position of AMPA delegates by notification to the membership soliciting names by the last week in November.
- 4.3.4 Nominations for AMPA delegates shall be received by the Unit Secretary in writing at least two (2) weeks prior to the December Council meeting. Such nominations shall be signed by two (2) active members. Nominations may also be received from the Floor with a minimum of three (3) nominators who must be active members.
- 4.3.5 The names of the nominees for AMPA delegates shall be provided to the Council members, in writing, one (1) week prior to the Council meeting.
- 4.3.6 Nominees for the position of AMPA delegate shall be given the opportunity to address the executive meeting for a maximum of three (3) minutes prior to the balloting for such position.
- 4.3.7 The President shall be a member(s) of the Bargaining Unit AMPA Delegation.

4.4 **Nominations**

- 4.4.1 Nominations for Unit Executive Officers may be submitted in writing to the Unit Secretary or designate, not later than ten (10) working days prior to the Annual General Meeting and shall be identified as “on-time” nominations. Such “on-time” nominations shall be included in the “on-time” material provided to the membership in writing at least Seven (7) days prior to the Annual General Meeting.
- 4.4.2 For “on-time” nomination to be valid, candidates must have their nomination papers signed by two (2) active members.
- 4.4.3 Nominees for the position of President, Chief Negotiator, Vice-President, shall have the opportunity to address the Annual General Meeting for a period not to exceed five (5) minutes. All other elected position shall have the opportunity to address the Annual General Meeting for a maximum of three (3) minutes.
- 4.4.4 There shall be an opportunity provided for questions to the nominees for the position of President, Chief Negotiator, Vice-President.

BY-LAW 5 - DUTIES OF MEMBERS

- 5.1 It shall be the duty of every Member to comply with the duties of members of the Ontario Secondary School Teachers’ Federation as defined in By-Law 5 Rights, Privileges and Duties, Section 2 - Duties of Members.

BY-LAW 6 - DUTIES OF EXECUTIVE MEMBERS

- 6.0 To 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.
- 6.1 **The duties of the President shall be to:**
- 6.1.1 assume the role of Chief Executive Officer for the Collective Agreement.
 - 6.1.2 call and preside over all Executive and General Meetings.
 - 6.1.3 fulfill the duties of the Bargaining Unit President as outlined in the OSSTF Handbook.
 - 6.1.4 be an ex-officio member of all Bargaining Unit committees.
 - 6.1.5 attend all District 21, Co-ordinating Committee meetings or ensure that a member of the Bargaining Unit attends in their place.
 - 6.1.6 report to the Bargaining Unit Executive and Members, the activities and concerns of the District.
 - 6.1.7 report to the members of the Annual General Meeting.
 - 6.1.8 be a member of the Collective Bargaining Committee.
 - 6.1.9 ensure that all vital functions of an office which has been vacated be carried out on an interim basis until that vacancy is filled.
 - 6.1.10 to administer the Anti-Harassment Policies as it applies to the PECW Unit.
- 6.2 **The duties of the Vice-President shall be to:**
- 6.2.1 perform the duties of the President in the President's absence.
 - 6.2.2 carry out duties as may be assigned by the President.
- 6.3 **The duties of the Secretary shall be to:**
- 6.3.1 keep a record of the minutes of all General and Executive meetings
 - 6.3.2 send a copy of the minutes to each member of the Executive.
- 6.4 **The duties of the Treasurer shall be to:**
- 6.4.1 arrange the financial affairs of the Bargaining Unit.
 - 6.4.2 carry out duties as may be assigned by the President
 - 6.4.3 attend the District Co-ordinating Committee meetings.
 - 6.4.4 place all levy payments into a designated Unit Levy account.
 - 6.4.5 apply the operating surplus remaining in the Unit Levy account towards the next year's needs.
 - 6.4.6 report on the administration of the Unit Levy account at each regularly scheduled PECW Executive meeting.
- 6.5 **The duties of the Communications Officer shall be to:**
- 6.5.1 send out all relevant information to the Members of the Bargaining Unit.
 - 6.5.2 maintain membership list.
- 6.6 **The duties of the Chief Negotiator shall be to:**
- 6.6.1 be responsible for the information of negotiating procedures and strategies.
 - 6.6.2 meet, as required, with the representatives of the Board.
 - 6.6.3 present all items passed by the CBC for inclusion in the collective Agreement.
 - 6.6.4 co-ordinate preparation of the negotiating brief on behalf of the PECW Bargaining Unit of District 21 (Hamilton-Wentworth) membership.
 - 6.6.5 negotiate the collective agreement.
 - 6.6.6 predict future demand for salary, fringe benefits, and working conditions.
 - 6.6.7 make periodic progress reports on negotiations to the Executive and membership.

- 6.6.8 report to the Unit Annual General Meeting.
- 6.6.9 sit as a member of the District Co-ordinating Committee
- 6.6.10 carry out such other duties as may be assigned by the Unit President.
- 6.6.11 to chair the Negotiating Committee.

6.7 The duties of the Grievance Officer shall be to:

- 6.7.1 to investigate all alleged grievances.
- 6.7.2 to inform the Unit Executive of all grievances
- 6.7.3 to make recommendations to the Unit Executive regarding the submission of grievances to arbitration.

6.8 The duties of the Human Rights Officer

- 6.8.1 To be a member of the District Human Rights Committee
- 6.8.2 To assist the District Human Rights Commission in the implementation of all related District activities
- 6.8.3 To advise and assist the Unit Executive and Branches on matters concerning Human Rights activity.
- 6.8.4 To establish liaison and organize actions with other interest groups to deal with areas of mutual concern, subject to prior approval of the PECW Executive.
- 6.8.5 To provide advice, assistance and training programs to Members regarding Human Rights issues.
- 6.8.6 To foster interest in Human Rights in the Branches.
- 6.8.7 To carry out such duties as may be assigned by the President

6.9 The duties of the Member-at-Large shall be to:

- 6.9.1 perform duties as assigned by the President.

6.10 The duties of the Political Action Committee Officer shall be to:

- 6.10.1 To be a member of the District Political Action Committee
- 6.10.2 To assist the District PAC Committee in the implementation of related District Activities
- 6.10.3 To advise and assist the Unit Executive and Branches on matters concerning Political Action activity.
- 6.10.4 To establish liaison and organize actions with other interest groups to deal with areas of mutual concern, subject to prior approval of the PECW Executive.
- 6.10.5 To provide advice, assistance and training programs to members regarding Political Action issues.

6.11 The duties of the Equity, Anti-Racism, and Anti-Oppression Officer shall be to:

- 6.11.1 act as a resource person in the Bargaining Unit which may include reviewing local OSSTF policies, bylaws, events, communications, and processes from an equity perspective to advance equity at the local level
- 6.11.2 assist in the creation and maintenance of accessible and inclusive local practices and processes to remove barriers to participation
- 6.11.3 assist in the development of local Federation equity, anti-racist, and anti-oppressive policies and frameworks
- 6.11.4 assist in the establishment of a local equity, anti-racism, and anti-oppression committee
- 6.11.5 assist in the preparation of local OSSTF materials relating to equity
- 6.11.6 assist the Executive regarding equity issues
- 6.11.7 attend and report to meetings of the Executive & Council

- 6.11.8 build awareness on equity, anti-racism, and anti oppressive issues
- 6.11.9 coordinate and participate in training on equity and related matters,
- 6.11.10 liaise with other Bargaining Units' Equity, Anti-Racism, & Anti-Oppression Officers to collaborate and share resources
- 6.11.11 to carry out such duties as may be assigned by the Unit President.”

BY-LAW 7 - AMENDMENTS

- 7.1 Amendments to the Constitution and By-Laws may be made at the Annual General Meeting of the Bargaining Unit as follows:
 - 7.1.2 a two-thirds vote of the members present and voting provided that notice of the proposed amendments shall have been submitted in writing to the Unit Secretary at least 14 calendar days prior to the Annual General Meeting.
 - 7.1.3 a three quarters vote of the Members present and voting provided that notice of the proposed amendments shall have been submitted in writing to the Unit Secretary at least 10 calendar days prior to the Annual General Meeting.
 - 7.1.4 the Secretary must inform the members in writing of the amendments at least 7 calendar days prior to the Annual General Meeting.
 - 7.1.5 a nine-tenths vote of the Members present and voting, where notice of the motion has not been given as outlined in Articles 7.1.2, 7.1.3 and 7.1.4

BY-LAW 8 - VACANCY

- 8.1 If a vacancy occurs in any Bargaining Unit Executive position, except the Presidency, the Bargaining Unit Executive shall solicit nominations and appoint a Member to fill the vacancy until the end of the term of office.
- 8.2 Where no nominations are forthcoming, the Executive may appoint a Member to fill the vacancy.
- 8.3 Where the vacancy occurs in the Presidency, the Vice-President shall assume the position for the remainder of the term of office.

BY-LAW 9 - FINANCES

- 9.1 The fiscal year of the Bargaining Unit shall be from July 1 to June 30.
- 9.2 The Treasurer shall be the administrator of the Bargaining Unit funds and shall disburse those funds in accordance with the Budget.
- 9.3 Cheques drawn on the Bargaining Unit account shall require two signatures (normally the Treasurer and Bargaining Unit President).
- 9.4 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.
- 9.5 The Treasurer shall prepare an interim budget for presentation to the June meeting of the PECW Executive.
- 9.6 The final budget shall be approved at the September PECW Executive meeting.
- 9.7 No change may be made in the budget approved by the PECW Executive without prior approval by a two-thirds majority vote of the PECW Executive.
- 9.8 A Unit Reserve Fund shall be established and administered by the PECW Executive.
- 9.9 Object of the Unit Reserve Fund are:
 - a) to provide for funds not allocated in the annual Unit Budget.
 - b) to provide investment income for the Unit

- 9.10 The Unit Reserve Fund consists of such funds declared surplus by the Treasurer with the approval of the Unit Council.
- 9.11 The Unit Reserve Fund shall not exceed 50% of total Unit allocations as approved in the District Budget. Any amount over the 50% of total Unit allocation shall be placed in the District Reserve Fund.

BY-LAW 10 - COLLECTIVE BARGAINING

- 10.1 The Collective Bargaining Committee for the Bargaining Unit should be representative of the membership.
- 10.2 There should be a least one representative from the part-time members and one representative from childcare workers on the committee. The Executive should appoint a member to the Collective Bargaining Committee from the missing category.
- 10.3 The Bargaining Unit Executive shall appoint representatives to fill any vacancies.

BY-LAW 11 - DUTIES OF THE COLLECTIVE BARGAINING COMMITTEE

- 11.1 It shall be the duty of the Collective Bargaining Committee to:
- 11.1.2 to seek input from all members on bargaining priorities;
- 11.1.3 to prepare a negotiating brief;
- 11.1.4 to seek approval for the brief from the Provincial Office of OSSTF;
- 11.1.5 to communicate with the members on the progress of the negotiations;
- 11.1.6 to seek approval of the members on any Collective Agreement.
- 11.1.7 to elect the Collective Bargaining Table Team.

BY-LAW 12 - COLLECTIVE BARGAINING TABLE TEAM

- 12.1 The Collective Bargaining Table Team shall consist of five (5) members, three (3) of which shall be elected by the Collective Bargaining Committee.
- 12.2 The Chief Negotiator and the President shall be members of the Collective Bargaining Table Team.
- 12.3 The other three (3) members shall, as much as possible, hold different positions/categories within the Bargaining Unit.

BY-LAW 13- PROVINCIAL COUNCILLOR

- 13.1 The selection of the Provincial Councillor(s) shall be in accordance with the District and Provincial Constitution and By-Laws.

BY-LAW 14- GRIEVANCE APPEAL COMMITTEE

- 14.1 The Grievance Appeal Committee shall be appointed by the Executive.
- 14.1.1 The Grievance Appeals Committee shall consist of five (5) Members of the Bargaining Unit Executive who did not take part in the decision to deny the grievance.
- 14.1.2 The Members of the Grievance Appeals Committee shall be selected by the PECW Executive, normally at the inaugural PECW meeting in June;
- 14.2 The members of the Grievance Appeals Committee shall select one of their members to act as Chair, normally in June;
- 14.3 A quorum for the Grievance Appeals Committee shall be three members;
- 14.4 One member of the Bargaining Unit Executive, (who shall not have been a member of the Grievance Committee and also shall not act as a member of the Grievance Appeals Committee)

may be chosen by the member appealing the decision of the Grievance Committee to assist in carrying forward the appeal to the Grievance Appeals Committee;

14.5 Procedures for the Grievance Appeals Committee:

- i) The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall notify, in writing, to the Chair of the Grievance Appeals Committee their intention to appeal;
- ii) The Bargaining Unit member(s) asking for an appeal of the decision of the Bargaining Unit Grievance Committee shall be invited to attend a meeting of the Bargaining Unit Appeals Committee to present their case;
- iii) The Bargaining Unit member(s) appealing the decision will have an opportunity to present the case with the assistance of their advisor.
- iv) The Bargaining Unit Grievance Officer/Committee will state the reasons for not carrying forward the grievance;
- v) The Bargaining Unit members appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee;
- vi) The Grievance Appeals Committee will consider the appeal in camera after both parties have been excused. The chair will communicate their decision to the Bargaining Unit Member, the Bargaining Unit Grievance Officer and the PECW Bargaining Unit Executive, as soon as possible.

BY-LAW 15 - THE BARGAINING UNIT LEVY ACCOUNT

- 15.1 The Bargaining Unit Levy Account shall contain all levy amounts as received by the Bargaining Unit.
- 15.2 The funds in the Levy Account shall be used to reimburse the Hamilton-Wentworth Catholic School Board for the salaries and benefits charged for the release time of the Bargaining Unit President when on release days to service the local Bargaining Unit.
- 15.3 Funds left in the account at the end of the fiscal year shall remain in the account to be used the following year in payment of release time