

CONSTITUTION AND BY-LAWS  
OF  
THE EDUCATIONAL ASSISTANTS  
AND  
SPECIAL PROGRAM ASSISTANTS  
BARGAINING UNIT  
DISTRICT 18  
ONTARIO SECONDARY SCHOOL TEACHERS'  
FEDERATION

(O.S.S.T.F.)

ADOPTED JANUARY 28, 1999  
AMENDED JUNE 2005

All previous Branch Constitutions of the Branch are declared null and void. Anything in this constitution, or adopted at a meeting, which is contrary to the Constitution and By-laws of either District 18 or of the Provincial OSSTF is hereby declared null and void.

(Note: This paragraph is not amenable by the Branch.)

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**ARTICLE 1 – DEFINITIONS:**

- 1.1 “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- 1.2 “Bargaining Unit (BU)” shall mean a bargaining unit of OSSTF District 18, specifically the EA/SPA.
- 1.3 “Branch” shall mean the Bargaining Unit of OSSTF District 18.
- 1.4 “OSSTF District 18” shall mean the Ontario Secondary School Teacher’ Federation District 18, Upper Grand.
- 1.5 “Member” shall mean an active member of OSSTF.
- 1.6 “Constitution” shall mean a system of fundamental principles according to which OSSTF District 18, Educational Assistants/Special Program Assistants’ Bargaining Unit is governed.
- 1.7 “By-Laws” shall mean procedures for the conduct and management of this Bargaining Unit.
- 1.8 “Policy” shall mean a stand or position taken by OSSTF or OSSTF District 18.
- 1.9 “Educational Assistants/Special Program Assistants” shall mean all persons employed as Educational Assistants and/or Special Program Assistants by The upper Grand District School Board as defined in the Collective Agreement.
- 1.10 “Work Place” shall mean any location where an active member of this Bargaining Unit is employed.
- 1.11 “The Board” shall mean The Upper Grand District School Board or its successor.

**ARTICLE 2 – ORGANIZATION:**

- 2.1 This organization shall be known as “Ontario Secondary School Teachers Federation”, District 18, Educational Assistants/Special Program Assistants.”
- 2.2 The Constitution of the Educational Assistants/Special Program Assistants shall not contravene that of OSSTF or that of OSSTF District 18. If it does, it shall be null and void.

**ARTICLE 3 – OBJECTS:**

- 3.1 The objects of this organization shall be:
  - 3.1.1 To uphold and maintain the objectives of the OSSTF and those of the OSSTF, District 18 as described in their respective constitutions.
  - 3.1.2 To represent fairly the interests and concerns of its members with respect to their terms and conditions of employment by means of consultation and/or collective bargaining with The Board.
  - 3.1.3 To establish Articles and By-Laws to govern its members which shall not contravene those established by the OSSTF.

**ARTICLE 4 – MEMBERSHIP:**

4.1 Members shall be Educational Assistants/Special Program Assistants employed by The Board as defined in the Collective Agreement.

**ARTICLE 5 – FEES:**

5.1 The amount of annual fees shall be prescribed in the By-Laws of OSSTF, OSSTF District 18.

**ARTICLE 6 – BARGAINING UNIT ORGANIZATION:**

6.1 EXECUTIVE:

There shall be a Bargaining Unit Executive consisting of the following voting members:

- i) President
- ii) Vice-President
- iii) Secretary
- iv) Treasurer
- v) Chief Negotiator of the Collective Bargaining Committee
- vi) Communications Officer
- vii) Educational Services Officer
- viii) Pay Equity Officer
- ix) Health and Safety Officer
- x) Casual EA Officer

6.2 BARGAINING UNIT STANDING COMMITTEES AND REPRESENTATIVES:

6.2.1 There shall be such Bargaining Unit Standing Committees and Representatives as designated in the By-Laws and Ad Hoc Committees as the BU Executive or General Meeting may from time to time deem necessary.

6.2.2 Ad Hoc Committee members shall apply to the committee and shall be chosen and appointed by the Bargaining Unit Executive.

6.3 AD HOC COMMITTEES:

6.3.1 Such committees may be established by the executive and shall receive written directives outlining responsibilities and time lines from the Executive and liaise through the Vice President.

6.3.2 The General Meeting may from time to time, establish such Ad Hoc Committees it may deem necessary. At this meeting such committees will be given their mandate, their time line and the body to which they report.

**ARTICLE 7 – AMENDMENTS:**

7.1 Amendments to Articles of this Constitution may be made at a General Meeting of the BU by:

7.1.1 a 2/3 vote of the members present and voting provided that:  
notice of the proposed amendment shall have been given to the Vice-President at least thirty (30) days prior to the General Meeting,  
and  
circulated to all members at least fifteen (15) days prior to a General Meeting;  
or

7.1.2 a ¾ vote of the members present and voting where no prior notice has been given.

7.2 Amendments to the By-Laws of this Constitution may be made at a General Meeting of the BU by:

7.2.1 a majority vote of members present and voting, provided that:  
notice of the proposed amendment shall have been given to the Vice-President at least thirty (30) days prior to the General Meeting,  
and  
circulated to all members at least fifteen (15) days prior to the General Meeting.

7.2.2 a 2/3 majority vote of members present voting where no prior notice has been given.

7.3 A current copy of the Constitution as amended shall be filed with the Provincial Office of OSSTF and the District Office of the OSSTF District 18.

**BY-LAW 1 – DUTIES OF MEMBERS:**

- 1.1 It shall be the duty of members to comply with the Constitution and By-Laws of OSSTF and OSSTF District 18 and the Constitution and By-Laws adopted by the Educational Assistants/Special Program Assistants Bargaining Unit.

**BY-LAW 2 – FEES AND LEVY:**

- 2.1 The calculation of the annual OSSTF fees and district levy for every member shall be as provided in the Constitution and By-Laws of OSSTF and District 18.
- 2.2 The method of payment of OSSTF fees and district levy shall be as prescribed in the Collective Agreement made between the BU and The Board.
- 2.3 The EI Rebate collected by The Board shall be paid to OSSTF District 18, Educational Assistants/Special Program Assistants BU, semi-annually, and shall be applied 100% towards release time for the BU President.
- 2.4 There is a Bargaining Unit Levy to be used to pay release time for the Bargaining Unit President. The amount of the levy shall be established at the Annual General Meeting.

**BY-LAW 3 – REPRESENTATION AT MEETINGS OF OSSTF DISTRICT 18:**

- 3.1 The BU President or their designate shall represent the BU at District Executive Council Meetings of OSSTF District 18 or provide such representation as prescribed by the District 18 Constitution and By-Laws.
- 3.2 The Chairperson of the Collective Bargaining Committee shall represent the BU at meetings of the OSSTF District 18 Collective Bargaining Committee.
- 3.3 Every member of the BU shall be eligible to vote at any General Meeting of OSSTF District 18.
- 3.4 Members of this BU may not vote on Collective Agreement matters of other bargaining units within the District.

**BY-LAW 4 – ELECTION TO DISTRICT OFFICES:**

- 4.1 Any member of the BU shall be eligible to stand and be elected to, or be appointed to, a position on the District Executive Council of OSSTF District 18.

**BY-LAW 5 – BARGAINING UNIT MEETINGS:**

- 5.1 Bargaining Unit Executive:
  - 5.1.1 The Executive shall meet at the call of the President or on the request of two of its members.
  - 5.1.2 A quorum shall be 5 members.
  - 5.1.3 The Executive shall meet at least six times per school year.

5.2 Annual Meeting:

- 5.2.1 An Annual Meeting of all Branch members shall be held during the period September to June at the call of the President no earlier than twenty (20) days of written notice having been sent out.
- 5.2.2 The Annual Meeting shall elect officers of the Branch Executive.
- 5.2.3 A General Meeting of all Branch members may be held during the period September to June at the call of the President of the Branch or at any such time as the Branch Executive deems necessary.
- 5.2.4 General Meeting of all Branch members shall be called by the President during the period September to June, if requested by at least fifty (50) members of the Branch. Such a request is to be in written form, signed by each of the requesting members. Such a meeting shall be called within fifteen (15) working days after receipt of the request by the Branch President.
- 5.2.5 A quorum for Branch annual meetings shall be all members present and voting.

**BY-LAW 6 – COLLECTIVE BARGAINING COMMITTEE (CBC):**

6.1 Collective Bargaining Representatives:

- 6.1.1 The Collective Bargaining Work Team shall be comprised of a minimum of six (6) to a maximum of eight (8) representatives, to be elected at the Annual General meeting. The Chief Negotiator shall be appointed from the work team at their first meeting and shall be Chairperson for the CBC.
- 6.1.2 The term of office shall be a 2 year period.
- 6.1.3 Each rep shall have 1 vote at the CBC meeting. The Chief Negotiator shall decide a tie.
- 6.1.4 The CBC work team shall appoint a table team consisting of two (2) members as well as the Chief Negotiator and the President.

6.2 CBC Membership:

- 6.2.1 In the event a suitable candidate is not found from within the CBC the Executive shall appoint the Chief Negotiator from within the Bargaining Unit membership.

Non-Voting Members:

- 6.2.2 Notwithstanding 6.1.1 the CBC Chairperson of District 18 may be a non-voting member.

6.3 Quorum:

6.3.1 A quorum of any meeting of the Committee shall consist of all the members present, one of whom shall be the CBC Chief Negotiator of the BU.

6.4 Meetings:

6.4.1 The Committee shall meet regularly during the school year as deemed necessary by the Chief Negotiator.

6.5 Duties:

6.5.1 Give advance notice if unable to attend meetings.

6.5.2 The CBC table team shall represent the membership in negotiations for a Collective Agreement with The Board.

6.5.3 The CBC shall consider all matters pertaining to negotiated agreements within the brief with The Board confidential to themselves and the BU Executive until a tentative agreement has been reached.

6.5.4 The CBC must present the initial to the Branch Executive and to Provincial OSSTF before presenting it to The Board.

6.5.5 The CBC shall solicit input from members to determine negotiating strategy and devote itself in general to all matters pertinent to collective bargaining on behalf of the BU.

6.5.6 The CBC work team shall be responsible for preparing the negotiating brief.

6.5.7 The CBC Table Team shall be responsible for carrying out negotiations with The Board, distributing information on negotiations to members, and arranging for information and ratification meetings.

6.5.8 The BU may request any assistance it deems necessary from Provincial OSSTF and/or from District 18.

6.6 Ratification:

6.6.1 All members of the Educational Assistants/Special Program Assistants BU may participate in the ratification of a proposed collective agreement negotiated by the Branch CBC.

**BY-LAW 7 – ELECTIONS:**

7.1 Offices:

7.1.1 Election to the offices on the BU executive shall take place at the Annual Meeting.

7.2 Term of Office:

- 7.2.1 Term of office of the BU Executive shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year, with the exception of the President, Chief Negotiator, Health and Safety Officer and Pay Equity Officer, which shall be two year terms from July 1<sup>st</sup> to June 30<sup>th</sup> of year two.
- 7.2.2 Term of office of the BU Standing Committees shall be 2 years from July 1<sup>st</sup> to June 30<sup>th</sup> of year two.

7.3 Vacancies:

- 7.3.1 The Branch Executive shall appoint replacements for vacancies which may occur in any office of the branch for the balance of the term of office, except for the position of President, which shall be filled by the Vice-President for the balance of the term of office.

7.4 Nominations:

- 7.4.1 Nominations for BU Executive must have a mover and a seconder.
- 7.4.2 Nominations will be received by the Vice-President and circulated to the members prior to the Annual Meeting. (see By-Law 12.1.1)
- 7.4.3 Nominations can be made from the floor at the Annual Meeting with a mover and seconder.

7.5 Balloting:

- 7.5.1 Balloting for Branch Executive positions shall be supervised by the Chair of the meeting of the Bargaining Unit, or by a person designated by the Bargaining Unit Executive. Elections shall be determined by simple majority obtained by secret ballot of those members present and voting.

7.6 Conflict of Interest:

- 7.6.1 No member shall hold concurrently two offices on the BU Executive, except as provided in By-Law 7.3.1.

**BY-LAW 8 – DUTIES OF BARGAINING UNIT EXECUTIVE:**

- 8.1 Members of the Executive give advanced notice if unable to attend meetings.

8.2 Functions:

The Bargaining Unit Executive shall:

- 8.2.1 uphold and enforce the provisions of this constitution.
- 8.2.2 administer the business of the BU between Annual Meetings.
- 8.2.3 recommend and evaluate policy, assign or recommend projects to the Branch, and establish Ad Hoc Committees and their Terms of Reference.
- 8.2.4 communicate regularly to members regarding BU business.
- 8.2.5 in conjunction with the Treasurer, prepare a recommended budget for the Annual Meeting.

8.3 President:

The President shall:

- 8.3.1 be an ex-officio member of all BU Committees.
- 8.3.2 be the presiding officer and the official representative of the BU.
- 8.3.3 call and preside over all BU Executive meetings and General Meetings.
- 8.3.4 represent the BU at District Executive Council meetings of OSSTF District 18.
- 8.3.5 attend AMPA as a Delegate, or designate another member to attend in their place.
- 8.3.6 liaison regularly with the President of OSSTF District 18 and shall liaise regularly with all Bargaining Unit members at their worksites.
- 8.3.7 submit a report each year to the Annual Meeting.
- 8.3.8 oversee the coordination of membership data in cooperation with the Secretary and Communications Officer.
- 8.3.9 be Co-Chief Negotiator of the Bargaining Unit and participate actively in the negotiating process.
- 8.3.10 attend all Provincial and/or District workshops pertaining to the grievance process or appoint a member from the executive to attend in their place.
- 8.3.11 evaluate alleged grievances, analysis of relevant contract terms and development of arguments and policies in pursuing the grievance procedure.
- 8.3.12 develop a detailed knowledge of arguments and position of BU on each grievance.
- 8.3.13 seek advice from appropriate sources regarding the grievance i.e.: Provincial OSSTF/District OSSTF.
- 8.3.14 consult with any member who feels he/she has a grievance, collect relevant information and advise the member of: 1) ramifications if the BU assumes the grievance 2) possible alternatives to a grievance and potential remedies for a grievance 3) the right of appeal.
- 8.3.15 present the BU policies and arguments to any bodies or individual as required by the appropriate articles of the Collective Agreement.

8.4 Vice-President:

The Vice-President shall:

- 8.4.1 perform the duties of the President in his/her absence if so designated by the President.
- 8.4.2 carry out duties as may be delegated by the President.
- 8.4.3 be responsible for proposed amendments to the Constitution and the circulation of such proposals to the membership.
- 8.4.4 be liaison to Ad Hoc Committees.
- 8.4.5 attend Board meetings on behalf of the Bargaining Unit and give a report at subsequent Bargaining Unit Executive meetings.

8.5 Secretary:

The Secretary shall:

- 8.5.1 receive correspondence on behalf of the BU.
- 8.5.2 arrange for keeping of records of BU Executive, General and Annual meetings with copies going to the District Secretary.
- 8.5.3 be responsible for the compilation and distribution of the Annual Report at least fifteen (15) days prior to the Annual Meeting.
- 8.5.4 maintain and update BU Membership directory information (address, workplace, time allocation(s)), in cooperation with the President.
- 8.5.5 attend all Provincial and/or District workshops pertaining to the position or appoint a member from the BU to attend in their place.

8.6 Treasurer:

The Treasurer shall:

- 8.6.1 keep accurate account of BU finances.
- 8.6.2 report to the Annual Meeting regarding the status of BU finances and present the recommended budget on behalf of the Executive for the approval of the membership.
- 8.6.3 maintain regular contact with the Treasurer of OSSTF District 18 in order to facilitate financial matters that affect the Branch.
- 8.6.4 attend all Provincial and/or District workshops pertaining to the position or appoint a member from the Bargaining Unit, to attend in their place.
- 8.6.5 be a member of the PD Committee and prepare the PD funding application.

8.7 Chief Negotiator of the Collective Bargaining Committee:

The Chief Negotiator shall:

- 8.7.1 attend all Provincial and/or District workshops pertaining to the negotiating process, or appoint an alternate from the CBC.
- 8.7.2 be the Chairperson of the CBC of the BU.
- 8.7.3 attend meetings of the CBC of OSSTF District 18.

- 8.7.4 be responsible for preparing, with the assistance of the CBC and the President, the negotiating brief and presenting same for approval to the BU Executive.
- 8.7.5 present the terms of a tentative Collective Agreement with The Board to the membership for information and ratification.
- 8.7.6 hold regular meetings of the CBC.
- 8.7.7 provide written submissions as necessary for the newsletter to the Communications Officer.

8.8 Communications Officer:

The Communications Officer shall:

- 8.8.1 prepare for and distribute a quarterly newsletter to each member of the BU and one to the District 18 office.
- 8.8.2 seek submissions from the Executive, Reps and General Membership.
- 8.8.3 send out notice of General and Annual meetings to the membership (in cooperation with the Secretary.)
- 8.8.4 maintain liaison with other Communications Committees in District 18.
- 8.8.5 subject to the direction of the Executive, provide for such local publicity as shall be deemed necessary.
- 8.8.6 attend all Provincial and/or District workshops pertaining to the position or appoint a member from the BU to attend in their place.

8.9 Educational Services Officer:

The Education Services Officer shall:

- 8.9.1 attend all relevant meetings/workshops pertaining to the position or appoint a member from the BU to attend in their place.
- 8.9.2 provide opportunities for Professional Development for Branch members using available resources or as directed by the Executive.
- 8.9.3 keep membership current on available funding and how to access it.
- 8.9.4 receive and redirect applications for funding as appropriate.
- 8.9.5 access funding for individual members as directed by the Branch Executive.
- 8.9.6 provide a written submission for the newsletter to the Communications Officer.
- 8.9.7 strike a committee of members to assist in the planning and carrying out of the Professional Development day(s).

8.10 Health and Safety Officer:

The Health and Safety Officer shall:

- 8.10.1 attend relevant meetings/workshops pertaining to the position or appoint a member from the BU to attend in their place.

- 8.10.2 keep membership current on pertinent issues.
- 8.10.3 keep in contact with the District Health and Safety Officer.
- 8.10.4 provide a written submission for the newsletter to the Communications Officer.

8.11 Pay Equity Officer:

The Pay Equity Officer shall:

- 8.11.1 attend all relevant meetings and workshops pertaining to the position or appoint a designate from the executive to attend in their place.
- 8.11.2 keep membership current on pay equity issues.
- 8.11.3 liaise regularly with the President.
- 8.11.4 liaise regularly with the Board to represent the BU, with the President, regarding all pay equity issues.
- 8.11.5 appoint, with the approval of the Executive, a pay equity committee for a term of one (1) year to assist with pay equity maintenance or other pay equity issues.

8.12 Casual Educational Assistant Officer:

The Casual EA Officer shall:

- 8.12.1 attend all relevant meetings and workshops pertaining to the position or appoint a designate from the executive to attend in their place.
- 8.12.2 officer must be a casual EA and will report directly to the President of the BU.
- 8.12.3 keep an updated list of all casual employees.
- 8.12.4 liaise with the Board, with the assistance of the President to represent casual members on issues regarding casual members.
- 8.12.5 write regular submissions to the newsletter.
- 8.12.6 work with the Communications Officer to ensure all casual members receive newsletters and BU correspondence.

8.13 Provincial Councillor:

Should the BU be entitled to a Provincial Councillor the Councillor shall:

- 8.13.1 attend Provincial Council Meetings or appoint a member from the BU to attend in their place.
- 8.13.2 provide a written submission for the newsletter to the Communications Officer.
- 8.13.3 attend the Annual Meeting of the Provincial Assembly.
- 8.13.4 work with other District 18 Provincial Councillors.

**BY-LAW 9 – PROCEDURES:**

- 9.1 Meetings of the BU may be conducted according to the following Order of Business after membership status of those attending has been established.
  - 9.1.1 Reading of the OSSTF pledge (at least at the Annual Meeting).
  - 9.1.2 Adoption of the Agenda.
  - 9.1.3 Adoption of the Minutes.
  - 9.1.4 Business Arising from the Minutes.
  - 9.1.5 Correspondence.
  - 9.1.6 Constitutional Amendments (at General Meetings as per Article 70); The Chair may declare up to twenty (20) minutes for a reading period for any proposed amendments.
  - 9.1.7 Reports of Officers.
  - 9.1.8 Reports of Committees.
  - 9.1.9 Business Arising From the Reports (may be done following each report).
  - 9.1.10 Unfinished Business.
  - 9.1.11 New Business.
  - 9.1.12 Elections (may be conducted between other articles above if more expedient).
  - 9.1.13 Adjournment.
- 9.2 Each member of the BU shall receive a copy of revisions to the Constitution and By-Laws, if amended, after the Annual Meeting each year.
- 9.3 The Rules of Order as found in the OSSTF Handbook apply to meetings.

**BY-LAW 10 – DELEGATES TO THE ANNUAL MEETING OF THE PROVINCIAL ASSEMBLY (AMPA):**

- 10.1 Delegates to the Annual Meeting of the Provincial Assembly (AMPA) shall:
  - 10.1.1 be the elected President of the BU or designate. If additional Delegates/Alternates are necessary, they shall be elected at the BU's Annual General Meeting. The number of delegates shall be determined by the General Secretary of OSSTF.
  - 10.1.2 attend any meeting relevant to the duties of a Delegate.
  - 10.1.3 submit a report the Executive meeting immediately after AMPA. (with a report in writing given to the Branch Secretary prior to the meeting.)
  - 10.1.4 provide a written submission for the newsletter to the Communications Officer.

**BY-LAW 11 – EDUCATIONAL SUPPORT STAFF SECTOR COUNCIL OF PRESIDENTS:**

- 11.1 Sector Council Rep shall:
  - 11.1.1 be the elected President of the Bargaining Unit or a designate appointed by the President.

- 11.1.2 attend all meetings of the sector council of presidents.
- 11.1.3 provide a written report to the Executive after each meeting of the Sector Council Meeting (submitted to the Branch Secretary prior to meetings.)
- 11.1.4 provide a written submission for the newsletter to the Communications Officer.

## **BY-LAW 12 – STANDING COMMITTEES:**

### 12.1 Standing Committees shall consist of:

- 12.1.1 Nominating Committee:
  - i) Nominating Committee members shall consist of 3 appointed members approved by the BU Executive including the Vice-President who shall act as Chair of the Committee. All nominations (moved and seconded) must be sent to the Vice-President, two weeks prior to the Annual General Meeting. At the specified date (must be a workday) nominations will be closed. There will be no nominations from the floor, unless the position has received no nominations
  - ii) All nominations received by nominations date will be posted in worksites. Those positions receiving only one nomination will be acclaimed. Positions receiving more than one nomination will have an election at the AGM. Those positions with no nominations will be open to nominations from the floor at the AGM.
- 12.1.2 Constitutional Committee:
  - i) The Constitutional Committee shall consist of 4 members, approved by the Executive, who will be responsible for overseeing and upholding the constitution and all business of the BU.
- 12.1.3 Grievance Appeals Committee:
  - i) The Grievance Appeals Committee shall consist of three elected members of the BU Executive and two members of the BU membership at large.
  - ii) The members of the Grievance Appeals Committee shall select one of their members to Chair the meeting.
  - iii) A quorum for the Grievance Appeals Committee shall be three members.
  - iv) One member of the BU Executive 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.
- 12.1.4 Procedures for Grievance Appeals Committee:
  - i) The BU member(s) asking for an appeal of the decision of the BU Grievance Committee will be invited to attend a meeting of the BU Appeals Committee to present their case.

- ii) The BU member(s) appealing the decision will have an opportunity to present the case with the assistance of their BU advisor. The BU President will state the reasons for not carrying forward the grievance.
- iii) The BU member(s) appealing the ruling of the Grievance Committee will have an opportunity to respond to the presentation of the Chairperson of the Grievance Committee.
- iv) The Grievance Appeals Committee will consider the appeal in camera.
- v) If the Grievance Appeals Committee needs further clarification from either party presenting their position, the committee will ask their question(s) individually without the other party being present.