

2023–2024

# POLICIES AND PROCEDURES

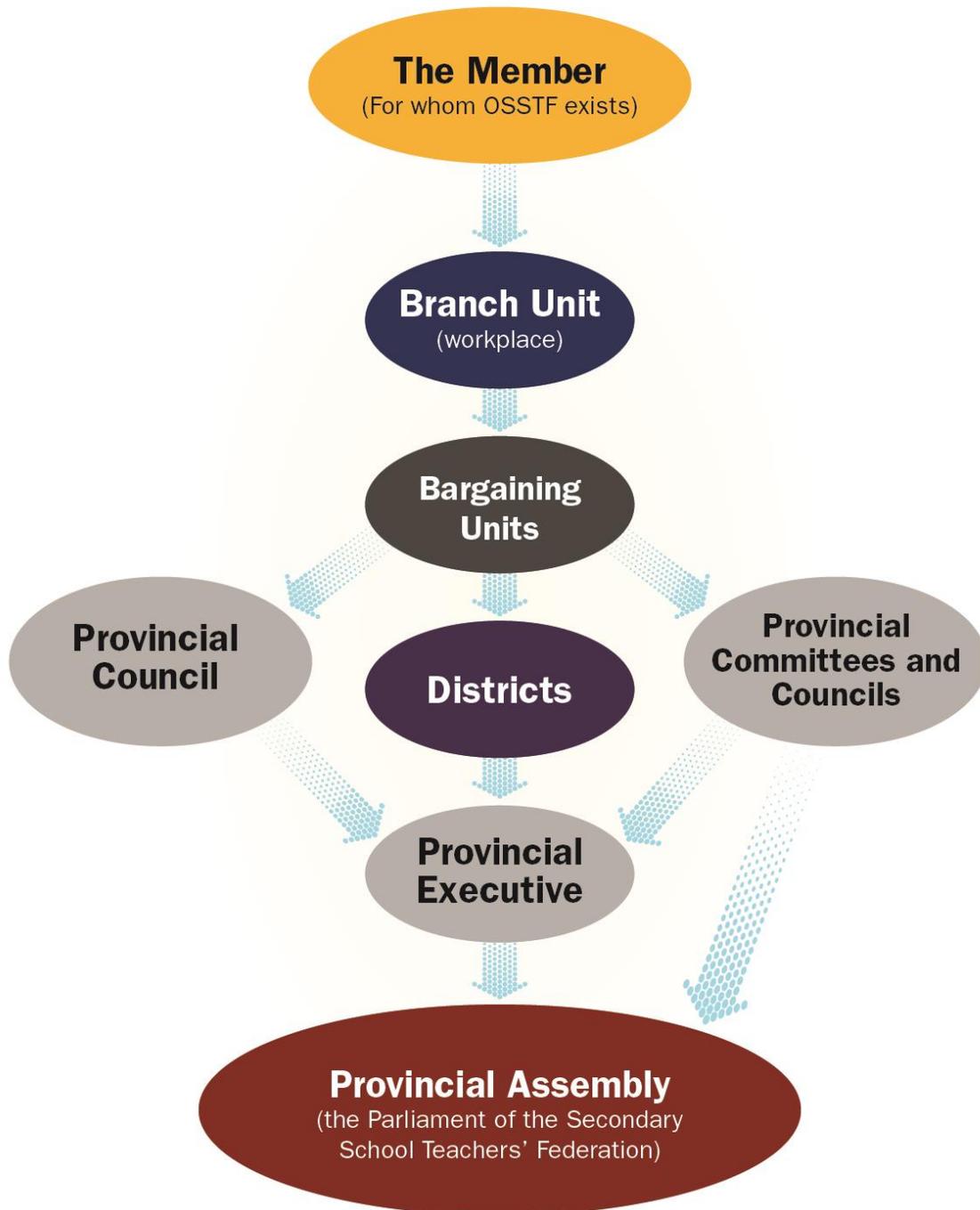


## TABLE OF CONTENTS

OSSTF/FEESO ORGANIZATIONAL CHART.....	i
ACRONYMS USED BY OSSTF/FEESO .....	ii
OSSTF/FEESO DISTRICTS.....	iv
OSSTF/FEESO REGIONS .....	v
OSSTF/FEESO INTERNAL POLICIES .....	1
Policy 1 - Ethics .....	1
OSSTF/FEESO PROCEDURES .....	6
Procedure 1 - Preparation of the General Account .....	6
Procedure 2 - Elections.....	7
Procedure 3 - Campaign Regulations .....	12
Procedure 4 - Counselling and Mediation: (Dealing with Disputes Affecting the Professional Relationships between Members) .....	13
Procedure 5 - Judicial Council .....	14
Procedure 6 - Appeals .....	20
Procedure 7 - Districts in Difficulty .....	20
Procedure 8 - Trusteeship and Removal from Office .....	21
Procedure 9 - Membership and Terms of Reference of Standing Committees.....	23
Procedure 10 - Membership and Constitutions /Terms of Reference of Councils.....	38
Procedure 11 - Provincial Life Membership .....	48
Procedure 12 - Anti-Harassment Procedure .....	51
OSSTF/FEESO EXTERNAL POLICIES .....	54
Policy 1 - Collective Bargaining Evaluation (CBEV).....	54
Policy 2 - Collective Bargaining Leave and Gratuity (CBLG) .....	56
Policy 3 - Collective Bargaining Salary (CBS).....	59
Policy 4 - Collective Bargaining Employment Status (CBES) .....	64
Policy 5 - Collective Bargaining Conditions of Work (CBW).....	67
Policy 6 - Education Finance (EDFI) .....	82
Policy 7 - Educational Issues (EDIS) .....	84
Policy 8 - Communications/Political Action (CPA) .....	104
Policy 9 - Pensions (PEN).....	108
Policy 10 - Educator Associated Organizations (EAO) .....	109
Policy 11 - Miscellaneous (MISP) .....	110
INDEX.....	114

**PLEASE NOTE:** In the case of discrepancy, the online version of this document on the OSSTF/FEESO website shall prevail.

## OSSTF/FEESO ORGANIZATIONAL CHART



## ACRONYMS USED BY OSSTF/FEESO

AEFO	L'ASSOCIATION DES ENSEIGNANTES ET DES ENSEIGNANTS FRANCO-ONTARIENS
AMPA	ANNUAL MEETING OF THE PROVINCIAL ASSEMBLY
ARM	ACTIVE RETIRED MEMBERS
CAMP	CAMPAIGN
CAS	CHILDRENS' AID SOCIETY
CBES	COLLECTIVE BARGAINING EMPLOYMENT STATUS
CBEV	COLLECTIVE BARGAINING EVALUATION
CBLG	COLLECTIVE BARGAINING LEAVE AND GRATUITY
CBS	COLLECTIVE BARGAINING SALARY
CBW	COLLECTIVE BARGAINING CONDITIONS OF WORK
COPE	CANADIAN OFFICE PROFESSIONAL EMPLOYEES
CPAC	COMMUNICATIONS AND POLITICAL ACTION COMMITTEE
CLC	CANADIAN LABOUR CONGRESS
CPI	CONSUMER PRICE INDEX
CPP	CANADA PENSION PLAN
CSLF	COMITÉ DES SERVICES EN LANGUE FRANÇAISE
CTA	COUNCIL OF TRUSTEES' ASSOCIATIONS
CTF	CANADIAN TEACHERS' FEDERATION
EAO	EDUCATOR ASSOCIATED ORGANIZATIONS
EDFI	EDUCATION FINANCE
EDIS	EDUCATIONAL ISSUES
EFG	EDUCATORS FINANCIAL GROUP
EI	EDUCATION INTERNATIONAL
ELL	ENGLISH LANGUAGE LEARNER
ESC	EDUCATIONAL SERVICES COMMITTEE
ESL	ENGLISH AS A SECOND LANGUAGE
ESO	EDUCATIONAL SERVICES OFFICER
ESS	EDUCATIONAL SUPPORT STAFF
ETFO	ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
ETH	ETHICS
FEESO	FÉDÉRATION DES ENSEIGNANTES-ENSEIGNANTS DES ÉCOLES SECONDAIRES DE L'ONTARIO
FNMI	FIRST NATIONS, MÉTIS, INUIT
FTE	FULL-TIME EQUIVALENT
JC	JUDICIAL COUNCIL
LTDI	LONG TERM DISABILITY INSURANCE
MCU	MINISTRY OF COLLEGES AND UNIVERSITIES
MOE	MINISTRY OF EDUCATION

MOLITSD	MINISTRY OF LABOUR IMMIGRATION, TRAINING SKILLS DEVELOPMENT
MPWG	MEMBER PROTECTION WORK GROUP (COMPRISED OF PROVINCIAL OFFICE STAFF)
MISP	MISCELLANEOUS POLICY
MSRB	MEDIATION SERVICES RESOURCE BANK
OCT	ONTARIO COLLEGE OF TEACHERS
OECTA	ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION
OFL	ONTARIO FEDERATION OF LABOUR
OHIP	ONTARIO HEALTH INSURANCE PLAN
OHSA	OCCUPATIONAL HEALTH AND SAFETY ACT
OLRA	ONTARIO LABOUR RELATIONS ACT
OMERS	ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM
OSIS	ONTARIO SCHOOLS: INTERMEDIATE AND SENIOR
OSSD	ONTARIO SECONDARY SCHOOL DIPLOMA
OSSTF	ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
OTC	ONTARIO TEACHER'S CERTIFICATE
OTF	ONTARIO TEACHERS' FEDERATION
OTIP/RAEO	ONTARIO TEACHERS' INSURANCE PLAN
OTPA	ONTARIO TEACHERS' PENSION ACT
OTPP	ONTARIO TEACHERS' PENSION PLAN
OTPPB	ONTARIO TEACHERS' PENSION PLAN BOARD
PC	PROVINCIAL COUNCIL
PCC	PARLIAMENTARY AND CONSTITUTION COUNCIL
PD	PROFESSIONAL DEVELOPMENT
PE	PROVINCIAL EXECUTIVE
PEN	PENSIONS
PSAT	PROVINCIAL SCHOOLS AUTHORITY TEACHERS
PSC	PROTECTIVE SERVICES COMMITTEE
PSSP	PROFESSIONAL STUDENT SERVICES PERSONNEL
REG	REGULATION
RRIF	REGISTERED RETIREMENT INVESTMENT FUND
RTO	RETIRED TEACHERS OF ONTARIO
SBCBA	SCHOOL BOARDS COLLECTIVE BARGAINING ACT
SDA	SPECIAL DISTRICT ASSISTANCE
SWAG	SUPPORT WORKER ADVISORY GROUP
T/OT	TEACHER/OCCASIONAL TEACHER
TAO	TEACHER ASSOCIATED ORGANIZATION
TPA	TEACHING PROFESSION ACT
TPP	TEACHERS' PENSION PLAN
WHMIS	WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM

## OSSTF/FEESO DISTRICTS

District 1	Ontario North East
District 2	Algoma
District 3	Rainbow
District 4	Near North
District 5A	Northern Shield
District 5B	Rainy River
District 6A	Thunder Bay
District 6B	Superior North
District 7	Bluewater
District 8	Avon Maitland
District 9	Greater Essex
District 10	Lambton Kent
District 11	Thames Valley
District 12	Toronto
District 13	Durham
District 14	Kawartha Pine Ridge
District 15	Trillium Lakelands
District 16	York Region
District 17	Simcoe
District 18	Upper Grand
District 19	Peel
District 20	Halton
District 21	Hamilton-Wentworth
District 22	Niagara
District 23	Grand Erie
District 24	Waterloo
District 25	Ottawa-Carleton
District 26	Upper Canada
District 27	Limestone
District 28	Renfrew
District 29	Hastings-Prince Edward
District 30	PSAT
District 31	Franco-Nord Ontarien
District 32	Centre-Sud-Ouest de l'Ontario
District 33	District de l'Est
District 34	Independent Educational Programs
District 35	Universities

---

## OSSTF/FEESO REGIONS

<b>Region 1</b>	District 5A	Northern Shield
	District 5B	Rainy River
	District 6A	Thunder Bay
	District 6B	Superior North
<b>Region 2</b>	District 1	Ontario North East
	District 2	Algoma
	District 3	Rainbow
	District 4	Near North
	District 31	Franco-Nord Ontarien
	District 35	Algoma University
<b>Region 3</b>	District 7	Bluewater
	District 8	Avon Maitland
	District 9	Greater Essex
	District 10	Lambton-Kent
	District 11	Thames Valley
	District 18	Upper Grand
	District 23	Grand Erie
	District 24	Waterloo
	District 35	University of Guelph
	District 35	Wilfrid Laurier University
	<b>Region 4</b>	District 12
District 13		Durham
District 16		York Region
District 17		Simcoe
District 19		Peel
District 20		Halton
District 21		Hamilton-Wentworth
District 22		Niagara
District 30		PSAT
District 32		Centre-Sud-Ouest
District 34		Independent Educational Programs
District 35		Brock University
<b>Region 5</b>		District 14
	District 15	Trillium Lakelands
	District 25	Ottawa-Carleton
	District 26	Upper Canada
	District 27	Limestone
	District 28	Renfrew
	District 29	Hastings-Prince Edward
	District 33	District de l'Est
	District 35	Saint Paul University
	District 35	University of Ottawa

## **OSSTF/FEESO INTERNAL POLICIES**

**(As amended at AMPA, March 2023, in accordance with Bylaw 21)**

### **Policy 1 - Ethics**

#### **1.1. THE MOTTO**

1.1.1. *Ne Sibi Quisque Consulat, Sed Inter Nos Auxilio Simus*

(Let us not take thought for our separate interests, but let us help one another)  
(A.12)

#### **1.2. THE PLEDGE**

1.2.1. I solemnly dedicate myself to promote and advance the cause of education. (A.12)

1.2.2. I will strive to achieve and maintain the highest degree of professional competence and will always uphold the honour, dignity, and ethical standards of my profession.  
(A.12)

1.2.3. I pledge my loyalty and support to the Ontario Secondary School Teachers' Federation and will comply with the Constitution, Bylaws, Policies, and established practices which govern its members. (A.12)

#### **1.3. ETHICS STATEMENT**

1.3.1. The member should present a practical illustration of scholarship and self-discipline and should maintain the utmost respect for the rights and dignity of each individual and for the environment in which the individual lives. (A.12)

1.3.2. The member should endeavour to foster a regard for law, an appreciation of freedom, a respect for human dignity, a respect for the global environment, and the ideal of public service. (A.12)

1.3.3. The member's professional conduct should be characterized by courtesy and good faith, and should imply the obligation to refrain from public criticism of the member's colleagues. (A.12)

1.3.4. The member should promote anti-racist and anti-sexist education. (A.12)

1.3.5. The member should endeavour to eliminate any behaviour that undermines the dignity or self-esteem of an individual, or which creates an intimidating, hostile or offensive environment. (A.12)

#### **1.4. PROFESSIONAL CONDUCT STATEMENT**

A member of OSSTF/FEESO shall:

1.4.1. recognize the supreme importance of effective learning and teaching in the continuing development of students as individuals and citizens. To this end, the member shall endeavour to develop in students an appreciation of standards of excellence, an appreciation of the principles of democracy, an appreciation of the need to be just and considerate in human relations, an appreciation of the need to develop a positive self image, an appreciation of Canada's rich multicultural heritage and an appreciation of intellectual freedom; (A.12)

- 1.4.2. recognize the unique responsibility to society which is inherent in the teaching process. Consequently, the member shall endeavour at all times to enhance public regard for the teaching profession and to discourage untrue, unfair or exaggerated statements with regard to teaching. In all relationships with colleagues, students, parents and other members of the community, the member shall strive to uphold the honour, dignity and ethical standards of the profession; (A.12)
- 1.4.3. strive to help each student realize their potential as a worthy and effective member of society. The member therefore shall endeavour to stimulate in students the spirit of inquiry, the acquisition of knowledge and understanding, the appreciation of standards of excellence, and the thoughtful formulation of worthy goals; (A.12)
- 1.4.4. exert every effort to raise professional standards, to promote a climate that encourages the free exercise of professional judgment, to foster co operative relationships among colleagues, and to assist in preventing the practice of a profession by unqualified persons; (A.12)
- 1.4.5. recognize that responsibility to colleagues is best expressed through compliance with the Constitution and Bylaws of OSSTF/ FEESO through positive criticism of those policies and practices which in their professional opinion are seriously detrimental to the interests of the Federation, and through the use of proper channels within the Federation in seeking changes. The member shall recognize a further responsibility to offer a reasonable amount of individual service to the Federation in the pursuit of its aims and objectives, while retaining the right to determine the manner in which to serve; (A.12)
- 1.4.6. endeavour at all times to enhance public regard for all members and for the various services which they offer to the educational system; (A.12)
- 1.4.7. strive to eliminate discrimination based on age, ancestry, citizenship, colour, creed, disability, ethnic origin, family status, gender expression, gender identity, marital status, physical appearance, place of origin, political affiliation, race, religion, sex (including pregnancy and gender), sexual orientation or socioeconomic status; (A.15)
- 1.4.8. strive to eliminate all forms of harassment directed at, and offensive to, another individual that the member knows, or ought reasonably to know, would cause offence or harm; (A.12)
- 1.4.9. endeavour to ensure equity and inclusiveness for all individuals in the workplace; (A.12)
- 1.4.10. shall endeavor to respect a culture of consent towards all individuals in the workplace; and (A.18)
- 1.4.11. recognize and respect the diversity of students and colleagues, and the goals of anti-racist and anti-sexist education. (A.12)

## **1.5. BILL OF RIGHTS**

- 1.5.1. A member has all the civil and political rights which accrue to citizens in a free and open democratic society, including all those rights stated in Canada's *Bill of Rights*,

---

*the Human Rights Code of Ontario, and the Canadian Charter of Rights and Freedoms. (A.12)*

- 1.5.2. A teacher has the right to exercise professional judgment in professional relationships with students including, but not necessarily limited, to the following: (A.12)
  - 1.5.2.1. the right to take appropriate measures to correct and discipline students; (A.12)
  - 1.5.2.2. the right to give advice to students and parents considering the welfare of the students; (A.12)
  - 1.5.2.3. the right to choose and advise in the choice of appropriate instructional materials; (A.12)
  - 1.5.2.4. the right to employ appropriate teaching methods; (A.12)
  - 1.5.2.5. the right to evaluate students' progress and to make recommendations concerning students' progress and potential for progress; and (A.12)
  - 1.5.2.6. the right to choose and advise on the choice of appropriate topics for class discussions in keeping with Ministry guidelines. (A.12)
- 1.5.3. A member has the right to:
  - 1.5.3.1. fair and equitable treatment from the member's employer, officials of the member's employer, from the Ministry of Education and the Ministry of Training, Colleges & Universities, and officials from these Ministries; (A.12)
  - 1.5.3.2. be evaluated fairly according to an objective process which has been approved by Ontario Secondary School Teachers' Federation; (A.12)
  - 1.5.3.3. a review by an objective, neutral authority of all administrative decisions which could negatively affect the member materially or professionally which are deemed to be arbitrary or unfair; (A.12)
  - 1.5.3.4. fair representation by the representatives of Ontario Secondary School Teachers' Federation empowered to bargain collectively on their behalf; and (A.12)
  - 1.5.3.5. a workplace and union environment free from harassment and bullying. (A.12)

## **1.6. PROVINCIAL EQUITY STATEMENT**

- 1.6.1. OSSTF/FEESO is a democratic union that recognizes the importance of encouraging and supporting involvement by all members, while recognizing that some members have historically been marginalized. For the Federation to be at its best, all members must see themselves reflected in its goals, structures, and practices. OSSTF/FEESO will strive to identify and eliminate barriers to participation through programs, procedures, bylaws, and policies supported by specified resources and education. (A.12)
- 1.6.2. OSSTF/FEESO supports equity, diversity, and social justice within the union, the workplace, and in broader society. (A.12)
- 1.6.3. Not all discrimination is deliberate or visible. Inadvertent, hidden and systemic discrimination must be identified and addressed. (A.12)
- 1.6.4. Discrimination and harassment must not be ignored when we see it. Overt discrimination and harassment within the Federation must be challenged and rectified. (A.12)

- 1.6.5. The marginalization of certain groups must be specifically recognized. For OSSTF/FEESO, these groups include, but are not necessarily limited to, women, people of colour, lesbian, gay, bisexual, transgendered, queer, intersexed, questioning, two-spirited, First Nations, Inuit, Métis, with disabilities, Francophones, and those whose participation is impeded because of economic circumstances or family status. (A.12)
- 1.6.6. Equal opportunity to participate in the Federation does not mean treating all members the same. Within a democratic framework, promoting the engagement of members of equity-seeking groups is a valid and necessary approach to reaching equal outcomes. (A.12)
- 1.6.7. OSSTF/FEESO will be guided in its efforts to eliminate barriers by valid research, regular review, and consultation with the membership. (A.12)
- 1.6.8. Federation programs and policies designed to eliminate barriers must not only do so, they must be widely seen to do so. (A.12)

## **1.7. PROVINCIAL ANTI-HARASSMENT**

### **POLICY**

- 1.7.1. Let us not take thought for our separate interests, but let us help one another. (A.15)
- 1.7.2. A member of OSSTF/FEESO has the right to a workplace and union environment free from harassment and bullying. (A.15)
- 1.7.3. Harassment and discrimination are not joking matters. They have a destructive effect on the workplace environment, individual well-being, and union solidarity. Such actions are not only destructive, they can be illegal. (A.15)
- 1.7.4. Inadvertent, hidden and systemic harassment and discrimination must be identified and addressed. The roots of systemic harassment and discrimination include, but are not limited to, racism, sexism, and homophobia and transphobia. OSSTF/FEESO does not condone harassment and discrimination on the basis of age, national or ethnic origin, colour, religion, sex, gender identity, sexual orientation, race, socio-economic status or mental or physical disability. (A.15)
- 1.7.5. Harassment and discrimination can take many forms and may be verbal, physical or psychological. They can involve a wide range of actions including comments, gestures or looks, pictures, messages, touching, or more aggressive actions. These acts may be indirect or overt; they may be isolated or repeated. (A.15)
- 1.7.6. However, acts of harassment and discrimination are always degrading, unwelcome and coercive. They are always unacceptable. (A.15)
- 1.7.7. As members of OSSTF/FEESO, our goal must be to protect human rights, to promote mutual respect and trust, and to foster inclusion. (A.15)
- 1.7.8. We cannot condone or tolerate intimidating, demeaning, hostile and aggressive behaviour against another member. We cannot condone these behaviours when we witness them. (A.15)

- 1.7.9. As OSSTF/FEESO members, we must speak out against this conduct and stand together to protect human rights. We must take action. (A.15)
- 1.7.10. OSSTF/FEESO is committed to strengthening member solidarity, and, in addition to representing members' interests in the workplace, takes seriously its own responsibility to ensure that members are treated with respect and dignity at all provincially sponsored OSSTF/FEESO events and meetings. (A.15)
- 1.7.11. Any member who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with OSSTF/FEESO Bylaws and the Resolution and Complaint Procedure as found in the OSSTF/FEESO Policies and Procedures. (A.15)
- 1.8. PROVINCIAL ANTI-HARASSMENT & EQUITY DECLARATION**
- 1.8.1. A member of OSSTF/FEESO has the right to an equitable work and union environment free from the destructive effects of discrimination and harassment. (A.17)
- 1.8.2. Anyone who feels targeted by harassment or discrimination must be able to speak up and know their concerns will be responded to immediately in accordance with OSSTF/FEESO Policies and Procedures which are available on the provincial website. (A.17)

## **OSSTF/FEESO PROCEDURES**

**(As amended at AMPA, March 2023, in accordance with Bylaw 21)**

### **Procedure 1 - Preparation of the General Account**

#### **1.1. Budget**

- 1.1.1. The OSSTF/FEESO spending authorities shall consult with the Chair, Vice-Chair and/or designates of the provincial Finance Committee prior to the end of December to submit and review initial budget requests for all accounts under their authority. (A.17)
- 1.1.2. Notwithstanding Procedure 1.1.1, initial budget allocations for provincial standing committees and councils shall: (A.17)
  - 1.1.2.1. be funded by a flat rate amount based on the number of meetings and the number of members for the committee or council, as identified in the OSSTF/FEESO Policies and Procedures; and (A.17)
  - 1.1.2.2. where two Provincial Executive members are assigned to a standing committee or council, provide funding for only one Provincial Executive liaison. (A.17)
- 1.1.3. Any resolution with a cost estimate submitted to AMPA must be referred to the Finance Committee before presentation to AMPA. (A.19)

#### **1.2. Finance Committee Role**

The Finance Committee shall:

- 1.2.1. review the detailed authorized expenditures for General Account Budget lines and shall prepare and present a written report to Provincial Assembly delegates indicating whether or not the allocations in the proposed Budget are reasonable amounts for the service provided; (A.17)
- 1.2.2. submit a written report, including the submitted budget requests of the spending authorities, to the Provincial Council, for its information, at its last meeting before AMPA; (A.17)
- 1.2.3. be guided by Bylaw 9.1.1.3 in preparing its written report to the delegates of the Annual Meeting of the Provincial Assembly; (A.12)
- 1.2.4. in the preparation of the Budget, recommend the amount to be allocated to the Contingency Account for approval of the Annual Meeting of the Provincial Assembly; and (A.12)
- 1.2.5. If the annual audit reveals that the level of liquid assets in the Member Protection Account is less than that year's fee income, the Finance Committee must bring a motion to deal with the situation to the following AMPA. (A.12)
- 1.2.6. The Finance Committee, in order to discharge its duties, shall be present at the Provincial Assembly. (A.12)

---

## Procedure 2 - Elections

### 2.1. **Nominations**

- 2.1.1. Nominations for the office of President, Vice-President, Executive Officer, Treasurer, and elected members of the Board of Governors of the OTF and OTF Table Officer must be submitted in writing to the General Secretary; either: (A.14)
  - 2.1.1.1. not later than the 3rd working Tuesday in January of an election year by a District or Bargaining Unit or by 15 Members from at least 5 Districts; nominations so received shall be forwarded by the General Secretary to the Bargaining Unit Presidents and to members of AMPA at least 2 weeks prior to AMPA, and shall be considered to be on-time; or (A.19)
    - 2.1.1.2. up to the opening of the afternoon session of the first day of AMPA signed by fifteen registered delegates and/or alternates to AMPA, representing at least 5 OSSTF/FEESO Districts, and shall be considered to be from-the-floor.(A.14)
- 2.1.2. Nominations will be declared closed by the Chairperson after the opening of the afternoon session of the first day of AMPA. (A.14)
- 2.1.3. Nominations shall be posted, after the close of nominations, during the first day of AMPA. (A.14)
- 2.1.4. Nominees shall have the opportunity to briefly address the delegates and alternates to AMPA on the afternoon of the first day of AMPA. (A.14)
- 2.1.5. Defeated candidates shall be considered nominees for office as follows: (A.14)
  - 2.1.5.1. a defeated candidate for President shall automatically be considered a candidate for Vice-President; (A.14)
  - 2.1.5.2. a defeated candidate for Vice-President shall automatically be considered a candidate for Executive Officer; (A.14)
  - 2.1.5.3. a defeated candidate for Treasurer shall automatically be considered a candidate for Executive Officer; (A.14)
  - 2.1.5.4. a defeated candidate for OTF Table Officer shall automatically be considered a candidate for OTF Board of Governors. (A.14)

### 2.2. **Balloting**

#### 2.2.1. **Balloting Rules**

- 2.2.1.1. Election shall be by ballot, not earlier than the second day of AMPA, by those qualified to vote, present and voting.(A.14)
- 2.2.1.2. Each qualified voter may cast a number of votes up to the number of positions to be filled by that ballot.(A.14)
- 2.2.1.3. The phrase “receive(s) a majority of the votes” shall mean that the candidate’s vote total exceeds 50% of the number of delegates present, qualified to vote and voting. (A.14)

#### 2.2.2. **Removing Candidates from The Ballot**

- 2.2.2.1. After a ballot takes place, candidates may be declared elected, as per Procedure 2.2.3, and removed from the ballot.(A.14)

- 2.2.2.2. If a further ballot is required, candidates are removed from the ballot as follows:  
(A.14)
  - 2.2.2.2.1. The candidate receiving the lowest number of votes is always removed from the ballot. This may result in candidate(s) being declared elected. (A.14)
  - 2.2.2.2.2. Any candidates receiving fewer than 40 votes are removed from the ballot, in order from lowest vote total to highest, providing that their removal does not result in the election of those remaining on the ballot. (A.14)
  - 2.2.2.2.3. If only one candidate has been removed from the ballot either by following steps 2.2.2.2.1 and 2.2.2.2.2, or by being declared elected, then the candidate with the next lowest number of votes is removed, providing that their removal does not result in the election of those remaining on the ballot. (A.14)
  - 2.2.2.2.4. In the event of a tie for the lowest number of votes, all candidates with the lowest number of votes shall be dropped, unless this would result in the election of the remaining candidate(s). In this case, the candidates will remain on the ballot. (A.14)
  - 2.2.2.2.5. In the event of a tie between 2 candidates for the last elected position, a further ballot is held between these 2 candidates. If a tie occurs a second time, the candidates shall draw lots to see who is elected. (A.14)
- 2.2.3. **Results of a Ballot**
  - 2.2.3.1. One Position to Fill
    - 2.2.3.1.1. For the first ballot for the election of President, Treasurer or OTF Table Officer, or for the subsequent ballot of any elected position where one position remains to be filled, the following occurs after a ballot has been cast: (A.14)
      - 2.2.3.1.1.1. If no candidates receive a majority of the votes, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot shall be held. (A.14)
      - 2.2.3.1.1.2. If one candidate receives a majority of the votes, the candidate shall be declared elected. (A.14)
    - 2.2.3.2. 2 Positions to Fill
      - 2.2.3.2.1. For the first ballot for the election of Vice-President, or for the subsequent ballot of any elected position where 2 positions remain to be filled, the following occurs after a ballot has been cast: (A.14)
        - 2.2.3.2.1.1. if no candidates receive a majority of the votes, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot shall be held, if necessary; (A.14)
        - 2.2.3.2.1.2. if one candidate receives a majority of the votes, the candidate shall be declared elected, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held for the remaining position, if necessary; (A.14)
        - 2.2.3.2.1.3. if 2 candidates receive a majority of the votes, they shall be declared elected.
        - 2.2.3.2.1.4. If 3 candidates receive a majority of the votes: (A.14)
          - 2.2.3.2.1.4.1. if these were the only candidates on the ballot, the 2 with the highest vote counts shall be declared elected, or(A.14)

- 2.2.3.2.1.4.2. a further ballot shall be held on which the names of only those 3 candidates appear. (A.14)
- 2.2.3.3. 3 Positions to Fill
- 2.2.3.3.1. For the first ballot for the election of Executive Officer, or for the subsequent ballot of any elected position where 3 positions remain to be filled, the following occurs after a ballot has been cast: (A.14)
  - 2.2.3.3.1.1. if no candidates receive a majority of the votes, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held, if necessary; (A.14)
  - 2.2.3.3.1.2. if one or 2 candidates receive a majority of the votes, they shall be declared elected, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held for the remaining position(s), if necessary; (A.14)
  - 2.2.3.3.1.3. if 3 candidates receive a majority of the votes, they shall be declared elected; (A.14)
  - 2.2.3.3.1.4. if 4 or 5 candidates receive a majority of the votes: (A.14)
    - 2.2.3.3.1.4.1. if there were only 4 candidates on the ballot, the 3 with the highest vote counts shall be declared elected, or (A.14)
    - 2.2.3.3.1.4.2. a further ballot shall be held on which the names of only those candidates who received a majority shall appear, and the candidates with the 3 highest vote counts on this ballot shall be declared elected. (A.14)
- 2.2.3.4. 4 Positions to Fill
- 2.2.3.4.1. For the subsequent ballot for the election of OTF Governor where 4 positions remain to be filled, the following occurs after a ballot is cast: (A.14)
  - 2.2.3.4.1.1. if no candidates receive a majority of the votes, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held, if necessary; (A.14)
  - 2.2.3.4.1.2. if one, 2, or 3 candidates receive a majority of the votes, they shall be declared elected, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held for the remaining position(s), if necessary; (A.14)
  - 2.2.3.4.1.3. if 4 candidates receive a majority of the votes, they shall be declared elected; (A.14)
  - 2.2.3.4.1.4. if 5, 6 or 7 candidates receive a majority of the votes: (A.14)
    - 2.2.3.4.1.4.1. if there were only 5 candidates on the ballot, the 4 with the highest vote counts shall be declared elected; or (A.14)
    - 2.2.3.4.1.4.2. a further ballot shall be held on which the names of only those candidates who received a majority shall appear, and the candidates with the 4 highest vote counts on this ballot shall be declared elected. (A.14)
- 2.2.3.5. 5 Positions to Fill
- 2.2.3.5.1. For the first ballot for the election of OTF Governor, or for the subsequent ballot for the election of OTF Governor where 5 positions remain to be filled, the following occurs after a ballot has been cast: (A.14)

- 2.2.3.5.1.1. if no candidates receive a majority of the votes, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held, if necessary; (A.14)
- 2.2.3.5.1.2. if one, 2, 3 or 4 candidates receive a majority of the votes, they shall be declared elected, candidate(s) are dropped from the ballot as per Procedure 2.2.2 and a further ballot will be held for the remaining position(s), if necessary; (A.14)
- 2.2.3.5.1.3. if 5 candidates receive a majority of the votes, they shall be declared elected; (A.14)
- 2.2.3.5.1.4. if 6, 7, 8 or 9 candidates receive a majority of the votes: (A.14)
- 2.2.3.5.1.4.1. if there were only 6 candidates on the ballot, the 5 with the highest vote counts shall be declared elected; or (A.14)
- 2.2.3.5.1.4.2. a further ballot shall be held on which the names of only those candidates who received a majority shall appear, and the candidates with the 5 highest vote counts on this ballot shall be declared elected. (A.14)

### 2.3. **Vacancies**

- 2.3.1. The highest or higher number of votes shall be interpreted to mean the candidate receiving the most votes on the ballot on which a candidate is first declared elected. (A.14)
- 2.3.2. Should any Provincial Executive position become vacant during the current term and elections for the next term have not yet occurred, it will be filled in the following manner: (A.14)
  - 2.3.2.1. **President**
    - 2.3.2.1.1. the Vice President who received the higher number of votes at AMPA shall fill the vacancy. In the event that the Vice Presidents were acclaimed or received the same number of votes, the vacancy shall be filled at the next meeting of the Provincial Council by an election in which the only candidates shall be the acclaimed or tied Vice Presidents. (A.14)
  - 2.3.2.2. **Vice President**
    - 2.3.2.2.1. the Executive Officer who received the highest number of votes at AMPA shall fill the vacancy. In the event that the Executive Officers were acclaimed or 2 or more candidates were tied for the highest number of votes, the vacancy shall be filled at the next meeting of the Provincial Council by an election in which the only candidates shall be the acclaimed or tied Executive Officers. (A.14)
  - 2.3.2.3. Executive Officer, Treasurer, OTF Table Officer, and OTF Governor (A.14)
    - 2.3.2.3.1. an election at the Provincial Council in accordance with Procedure 2.3.4 to fill the vacancy. (A.14)
- 2.3.3. Should any Provincial Executive position become vacant during the current term and elections for the next term have already occurred, it will be filled in the following manner: (A.14)
  - 2.3.3.1. **President**

- 2.3.3.1.1. if the President-elect is not the incumbent, the President elect shall fill the vacancy; (A.14)
- 2.3.3.1.2. if the President-elect is the incumbent, the Vice President elect who received the higher number of votes at AMPA shall fill the vacancy. In the event that the Vice Presidents elect were acclaimed or received an equal number of votes, the vacancy shall be filled at the next meeting of the Provincial Council by an election in which the only candidates shall be the Vice Presidents elect. (A.14)
- 2.3.3.2. **Vice President**
- 2.3.3.2.1. if both of the Vice Presidents elect are not incumbents, the Vice President elect who received the higher number of votes at AMPA shall fill the vacancy. In the event that both candidates were acclaimed or received the same number of votes, the candidates shall draw lots to determine who shall fill the vacancy; (A.14)
- 2.3.3.2.2. if one Vice-President elect is an incumbent, the Vice President elect who is not an incumbent shall fill the vacancy; (A.14)
- 2.3.3.2.3. if both Vice Presidents elect are incumbents, the vacancy shall be filled by the Executive Officer elect who received the highest number of votes at AMPA. In the event that the Executive Officers elect were acclaimed or received the same number of votes, the vacancy shall be filled at the next meeting of the Provincial Council by an election in which the only candidates shall be the acclaimed or tied Executive Officers elect. (A.14)
- 2.3.3.3. **Executive Officer**
- 2.3.3.3.1. if 2 or 3 of the Executive Officers-elect are not incumbents, the Executive Officer elect who received the highest number of votes at the Provincial Assembly shall fill the vacancy. In the event that the 2 or 3 candidates were acclaimed or were tied for the highest number of votes, the tied or acclaimed candidates shall draw lots to determine who shall fill the vacancy; (A.14)
- 2.3.3.3.2. if one Executive Officer-elect is not an incumbent, the Executive Officer-elect shall fill the vacancy; (A.14)
- 2.3.3.3.3. if all Executive Officers elect are incumbents, an election shall be held at a meeting of the Provincial Council in accordance with Procedure 2.3.4 to fill the vacancy. (A.14)
- 2.3.3.4. **Treasurer**
- 2.3.3.4.1. if the Treasurer-elect is not the incumbent, the Treasurer elect shall fill the vacancy; (A.14)
- 2.3.3.4.2. if the Treasurer-elect is the incumbent, an election shall be held at a meeting of the Provincial Council in accordance with Procedure 2.3.4 to fill the vacancy. (A.14)
- 2.3.3.5. **OTF Table Officer, and OTF Governor**
- 2.3.3.5.1. an election shall be held at a meeting of the Provincial Council in accordance with Procedure 2.3.4 to fill the vacancy. (A.14)

- 2.3.3.5.2. If necessary, until the election occurs, the Provincial Executive shall appoint a person on a temporary basis to represent OSSTF/FEESO at an OTF Board Meeting. (A.14)
- 2.3.4. **Elections to Fill Vacancies**
- 2.3.4.1. When an election is necessary to fill a vacancy for the position of Executive Officer, Treasurer, elected OTF Governor or OTF Table Officer, the General Secretary shall immediately issue a notice of vacancy to every District, Bargaining Unit, and Branch. Interested Members shall be allowed 3 weeks to forward applications to the General Secretary, with a copy to the Bargaining Unit President. The election to fill the vacancy shall occur at the first regularly scheduled Provincial Council meeting following the conclusion of the application period. (A.14)
- 2.3.4.2. A candidate who receives a majority of the votes cast on any ballot shall be declared elected. Should no candidate receive a majority on the first ballot, the candidate receiving the fewest number of votes and any candidate receiving fewer than 40 votes shall be dropped from succeeding ballots until a majority is reached. In the event of the 2 lowest candidates receiving the same number of votes, with more than 3 candidates on the ballot, both the tied candidates shall be dropped. (A.14)

### **Procedure 3 - Campaign Regulations**

[Determined under Bylaw 13.3]

#### **CAMP Reg. 1**

- 3.1. Each candidate, successful or defeated, shall submit to the General Secretary of OSSTF/FEESO, by June 30 of the election year, on standard forms provided by the Treasurer of OSSTF/FEESO, a financial statement detailing income and expenses incurred for the campaign. For the purposes of reporting, expenses shall be deemed to include both monies disbursed and goods and services donated on behalf of the candidate. (A.91)

#### **CAMP Reg. 2**

- 3.2. The candidate shall maintain for the period of the subsequent school year, and shall furnish upon the request of the Provincial Council through the General Secretary, all receipts, vouchers and all other documentation validating the financial statement as reported. (A.91)

#### **CAMP Reg. 3**

- 3.3. The General Secretary shall provide a summary report of the financial statement for each candidate on time and in writing to the next regular meeting of the Provincial Council following June 30. (A.91)

#### **CAMP Reg. 4**

- 3.4. There shall be an Election Co-ordinator, assigned by the General Secretary, who shall:

- 3.4.1. prepare campaign guidelines and procedures to be submitted for the approval of the Provincial Council no later than the June meeting of the Provincial Council; and (A.12)
- 3.4.2. arrange for the distribution of the guidelines and procedures, as approved by the Provincial Council, to be followed by all candidates.

**CAMP Reg. 5**

- 3.5. The cost of travel for those candidates nominated in accordance with Bylaw 13.2 and for one campaign worker if not otherwise covered by AMPA, and rental costs to a maximum of the rental cost of a medium-sized suite for 2 nights during AMPA, shall be paid by the provincial organization. (A.89)

**Procedure 4 - Counselling and Mediation: (Dealing with Disputes Affecting the Professional Relationships between Members)**

- 4.1. Member(s) having a dispute affecting that Member(s)' professional relationship with another Member(s) may report such a matter to: (A.12)
  - 4.1.1. that Member(s)' Field Secretary (the elected or appointed District/Bargaining Unit President or Officer or the Field Secretary). (A.12)
- 4.2. The Field Secretary may refer the matter to the Chair of Mediation Services Resource Bank. (A.12)
- 4.3. When a Member reports a dispute to the Field Secretary, and the matter is not referred directly to the Mediation Services Resource Bank the Field Secretary shall: (A.12)
  - 4.3.1. counsel the Members and/or attempt resolution of the dispute; (A.12)
  - 4.3.2. keep on file only meeting dates, whether the dispute was resolved, and records of agreements reached between the parties, and (A.12)
  - 4.3.3. in the event that resolution by the Field Secretary has been unsuccessful, advise the Member(s) of the right to: (A.12)
    - 4.3.3.1. discontinue any further proceedings or (A.12)
    - 4.3.3.2. proceed, as would be appropriate, to one of: (A.12)
      - 4.3.3.2.1. a request to the Field Secretary to refer the matter to Mediation Services Resource Bank (for a Member(s) having a dispute affecting that Member(s)' professional relationship with another Member(s)); (A.12)
      - 4.3.3.2.2. Judicial Council (for a matter involving a dispute between the Member(s) and OSSTF/FEESO or an Officer(s) of OSSTF/FEESO ); or (A.12)
      - 4.3.3.2.3. another venue. (A.12)
- 4.4. When the Member's dispute is referred by the Field Secretary to the Chair of Mediation Services Resource Bank, (A.12)
  - 4.4.1. the Chair of Mediation Services Resource Bank shall acknowledge receipt of the request for mediation, forthwith and in writing, and shall ensure that all relevant parties consent to mediation and are advised of the procedures to be followed in the mediation process. (A.12)

- 4.5. Within 45 working days of the Field Secretary's referral of the request for mediation, the Chair of Mediation Services Resource Bank shall report to the Field Secretary, in writing, the outcome of the attempted mediation, including agreements reached, if any. (A.12)
- 4.5.1. Copies of this report shall be sent to the parties and to the General Secretary. (A.12)
- 4.6. No written records related to the mediation shall be kept on file except the original letter requesting mediation and the final report. (A.12)
- 4.7. All records shall be destroyed after a 2 year period. (A.12)

## **Procedure 5 - Judicial Council**

### **5.1. Formal Complaints**

- 5.1.1. Complaint procedures in this section must be in accordance with Bylaw 6. (A.17)
- 5.1.2. A formal Complaint shall clearly indicate which applicable Bylaw(s) or Article(s) is/are alleged to have been violated and the facts of the incident concisely stated, including the date of the alleged incident giving rise to the Complaint. (A.17)
- 5.1.3. In the case of a formal Complaint made against an elected OSSTF/FEESO official, the formal Complaint must indicate which Bylaw(s) or Article(s) is/ are alleged to have been violated by the Respondent(s) in the performance of the duties of their office. (A.17)
- 5.1.4. In the case where the formal Complaint is from a single complainant, it must be signed by the complainant. In all other cases, the Complaint must be signed by an authorized representative of the complaining group. (A.17)
- 5.1.5. The formal Complaint shall clearly indicate that a copy of the formal Complaint has been sent to the Respondent(s). (A.17)
- 5.1.6. All Formal Complaints to the Judicial Council must be sent to the Chair of Judicial Council with copies to the Respondent(s) and to the General Secretary. The Formal Complaint shall be submitted no later than: (A.17)
  - 5.1.6.1. 40 days from the incident giving rise to the Complaint; (A.17)
  - 5.1.6.2. 40 days from the Member(s) becoming aware of the incident giving rise to the Complaint, in which case the Member(s) shall include a written explanation for the delay between the occurrence of the incident and the Member(s)' becoming aware of it; or (A.17)
  - 5.1.6.3. 40 days after the end of the sanction, for Complaints dealing with alleged violations of Bylaw 2.4.2 and/ or Bylaw 2.4.4. (A.17)
- 5.1.7. The Chair of Judicial Council shall acknowledge receipt of the formal Complaint forthwith, in writing, with a copy to the General Secretary. (A.17)
- 5.1.8. The Chair of Judicial Council shall notify, in writing, all parties concerned of their rights and responsibilities with respect to procedures of the Judicial Council. (A.17)

- 5.1.9. All filings with respect to a case and the contents of all meetings are in camera and strictly private and confidential. (A.17)
- 5.1.10. The Complainant may withdraw the Complaint at any time. (A.17)
- 5.2. **Appointments of Advocates**
- 5.2.1. The General Secretary shall appoint an advocate from a list of candidates approved by the Provincial Executive to the Complainant and to the Respondent to assist in preparation for hearings before the Judicial Council. (A.17)
- 5.3. **Preliminary Investigation**
- 5.3.1. In receipt of a Formal Complaint, the Judicial Council shall conduct a preliminary investigation into the details of each incident in the charges, and either hold a hearing or dismiss the case. (A.17)
- 5.3.2. Where the Respondent expressly states that they will not defend themselves against the charge(s) set forth in the Formal Complaint, the Judicial Council shall make such decision as it deems appropriate on the basis of the Formal Complaint and evidence received from the Complainant. (A.17)
- 5.3.3. Where the Respondent admits to the violations of the charges set forth in the formal Complaint and agrees to a Judicial Council decision without a hearing, Judicial Council shall make such decision as it deems appropriate on the basis of the formal Complaint and evidence received from the Complainant and Respondent. (A.17)
- 5.3.4. The Judicial Council may require that a pre-hearing Discovery be done before the case is heard (A.17)
- 5.4. **Abeyance**
- 5.4.1. Judicial Council shall hold in abeyance any case: (A.17)
- 5.4.1.1. currently in another venue and/or (A.17)
- 5.4.1.2. where the Respondent is no longer a Member. (A.17)
- 5.4.2. **Pre-Hearing Discovery**
- 5.4.2.1. A pre-hearing Discovery meeting will be held in advance of a scheduled hearing at a time to be set by the Chair of Judicial Council. (A.17)
- 5.4.2.2. Discovery may be informal and shall comply with the following requirements: (A.17)
- 5.4.2.2.1. Both Complainant and Respondent, along with their Advocate(s), are entitled to be present. (A.17)
- 5.4.2.2.1.1. Failing the presence of either Complainant or Respondent, the Advocate(s) to the absent party shall be present. (A.17)
- 5.4.2.2.2. The Chair of Judicial Council, or designate, who may be the Secretariat Liaison to the Judicial Council, shall be present. (A.17)
- 5.4.2.2.3. All documents to be submitted as evidence by either Complainant or Respondent shall be exchanged. (A.17)

- 
- 5.4.2.2.3.1. Documents not produced and made available for exchange will not be admissible at the hearing unless the Hearing Panel decides that special circumstances exist which justify the failure to produce the document(s) at the pre-hearing Discovery. (A.17)
  - 5.4.2.2.4. Both parties may agree that certain documents constitute uncontested facts of the case and do not need the presence of a witness to introduce them at the hearing. (A.17)
  - 5.4.2.2.4.1. Such documents, by agreement of the parties, may be distributed to members of the Judicial Council prior to the hearing. (A.17)
  - 5.4.2.2.5. A list of witnesses who will be present at the hearing should be submitted by both parties along with a brief description of the testimony of each witness, clearly indicating to which incident(s) the witness will be testifying. (A.17)
  - 5.4.3. **Hearing Venue**
  - 5.4.3.1. The hearing shall be held in the Federation District in which the Respondent was employed at the time the alleged offence or offences occurred, or in any other place determined by mutual consent of the Chair of the Hearing Panel and the Respondent. (A.17)
  - 5.4.4. **Nature of Proceedings**
  - 5.4.4.1. The hearing shall be in camera. (A.17)
  - 5.4.4.2. The Hearing Panel shall afford all parties the right to: (A.17)
    - 5.4.4.2.1. present a case or defence by oral and documentary evidence; (A.17)
    - 5.4.4.2.2. submit rebuttal evidence, and conduct such cross-examination as may be required for a full and true disclosure of the facts; (A.17)
    - 5.4.4.2.3. submit proposed findings of fact and conclusions and supporting reasons therefore; (A.17)
    - 5.4.4.2.4. make offers of settlement or proposal of adjustment; (A.17)
    - 5.4.4.2.5. be accompanied, represented, and advised by an Advocate or represent themselves; (A.17)
    - 5.4.4.2.6. be promptly notified of the denial in whole or in part of any request submitted in connection with the proceedings; and/or (A.17)
    - 5.4.4.2.7. reach a mutually agreeable resolution of the dispute at any time. (A.17)
  - 5.4.5. **Hearings**
  - 5.4.5.1. The Chair of the Hearing Panel, a member of Judicial Council, shall: (A.17)
    - 5.4.5.1.1. regulate the course of the hearing, which shall include limiting or restricting the nature and extent of examination, cross-examination, or re-examination; (A.17)
    - 5.4.5.1.2. dispose of procedural requests or similar matters; (A.17)
    - 5.4.5.1.3. hold conferences for the settlement or simplification of the issues by consent of the parties; (A.17)
    - 5.4.5.1.4. take depositions or cause depositions to be taken; (A.17)
    - 5.4.5.1.5. rule on the admissibility and relevance of evidence introduced; (A.17)
    - 5.4.5.1.6. rule on a motion for dismissal; and (A.17)
-

- 
- 5.4.5.1.7. require Members or Advocate(s) to present a statement of agreed facts. (A.17)
  - 5.4.5.2. In the case of hearings, the Hearing Panel shall consist of members of Judicial Council and shall: (A.17)
    - 5.4.5.2.1. consider the allegations, hear the evidence, and ascertain the facts of the case; (A.17)
    - 5.4.5.2.2. determine whether, upon the facts so ascertained, the allegations have been proved; (A.17)
    - 5.4.5.2.3. determine whether, in respect of the allegations so proved, the Member is guilty of a breach of the Duties of Members and either: (A.17)
    - 5.4.5.2.4. dismiss the Complaint; or (A.17)
    - 5.4.5.2.5. determine the penalty to be imposed in accordance with Bylaw 6.3.32, (A.17)
      - 5.4.5.2.5.1. with the severity of the penalty commensurate with the severity of the breach and/or (A.17)
      - 5.4.5.2.5.2. with the penalty(ies) increasing in severity if the breach is of an identical or similar nature to one for which the Member was previously found guilty. (A.17)
  - 5.4.5.3. The Hearing Panel will be provided with any and all past decisions involving the individual(s) as Respondent(s) with breaches of an identical or similar nature after a determination of guilt has been decided based on the evidence presented in the hearing and prior to the determination of the penalty. (A.17)
  - 5.4.6. **Absences**
    - 5.4.6.1. Failure without just cause on the part of the Complainant or the Respondent to appear at the hearing shall not prevent the Hearing Panel from proceeding with the case. (A.17)
  - 5.4.7. **Records**
    - 5.4.7.1. The Hearing Panel shall, by stenographic, electronic, or mechanical means, accurately and completely preserve the testimony and exhibits in the proceedings and the recommendations of the Hearing Panel, together with all briefs, documents and requests filed in the proceedings, which shall constitute the exclusive record for the Hearing Panel's recommendations and final ruling by the Provincial Executive. (A.17)
  - 5.4.8. **Dismissal**
    - 5.4.8.1. The Judicial Council shall have the right to dismiss a case or a charge at any time prior to the conclusion of a hearing if: (A.17)
      - 5.4.8.1.1. mediation has been successful; (A.17)
      - 5.4.8.1.2. the conditions in Bylaw 6.2 or Procedure 5.1 have not been met; (A.17)
      - 5.4.8.1.3. there is no evidence of an OSSTF/FEESO Bylaw violation; or, (A.17)
      - 5.4.8.1.4. there is no witness or documented evidence relating to the complaint; (A.17)
      - 5.4.8.1.5. the Judicial Council or OSSTF/FEESO does not have the authority to deal with the case; (A.17)
      - 5.4.8.1.6. the charge is similar to a previously heard case involving the same parties on the same issue; (A.17)
-

- 5.4.8.1.7. the reasons given by the complainant for requesting a hearing are found to be without substance; or (A.17)
- 5.4.8.1.8. the charges are frivolous, vexatious, or an abuse of process. (A.17)
- 5.4.8.2. Where a decision has been made to dismiss a case by the Judicial Council, that decision must be given in writing with reasons. (A.17)
- 5.4.8.3. On receipt of the reasons in writing, the Member is entitled to a Request for Leave to Appeal a Judicial Council Decision to the Appeal Committee of Provincial Council, in accordance with OSSTF/FEESO Policies and Procedures. (A.17)
- 5.4.9. **Withdrawal**
- 5.4.9.1. A Formal Complaint, or any portion thereof, may be withdrawn by the Complainant at any time prior to the adjournment of the hearing. (A.17)
- 5.5. **Decisions**
- 5.5.1. The Judicial Council shall base its decision on certain findings of fact and shall determine whether the Member should be found guilty or not guilty of each offence charged in the Formal Complaint. (A.17)
- 5.5.2. The decision of the Judicial Council shall be forwarded to the Provincial Executive for implementation and shall be served by prepaid registered post at the last known address of the parties. (A.17)
- 5.5.3. On receipt of the reasons in writing, either Member is entitled to a Request for Leave to Appeal a Judicial Council Decision to the Appeal Committee of Provincial Council in accordance with OSSTF/ FEESO Policies and Procedures.
- 5.6. **Publication of Decision**
- 5.6.1. The final decision of the Judicial Council in a case may be published pursuant to Bylaw 6.3.5. (A.17)
- 5.6.2. Should the Complainant and/or Respondent wish to release the full or any part of the decision, they must petition the Judicial Council, state the reasons in writing and provide a copy of the portion(s) of the decision that they wish to make public. (A.17)
- 5.6.2.1. Permission from the Judicial Council to release all or part of the decision will not be unreasonably withheld. (A.17)
- 5.6.2.2. No part of the decision may be made public by the parties until after the appeal process has concluded. (A.17)
- 5.6.2.3. Where appropriate, the name of the Member(s), the charge(s), and the penalty(ies) will be published in a regular OSSTF/FEESO publication. (A.17)
- 5.7. **Request for Leave to Appeal a Judicial Council Decision**
- 5.7.1. A Request for Leave to Appeal a Decision of the Judicial Council shall be submitted to the Chair of the Appeal Committee of Provincial Council within ten days of the date on which the decision being appealed was served, with copies of the

- Request to the original Complainant or Respondent, to the Chair of Judicial Council, and to the General Secretary. (A.17)
- 5.7.2. The Request for Leave to Appeal shall state, in writing, the grounds and rationale for the appeal and the relief sought. (A.17)
- 5.7.3. The Chair of the Appeal Committee of Provincial Council will request submissions from the Chair of Judicial Council and from the original Complainant or original Respondent with respect to whether Leave to Appeal should be granted. (A.17)
- 5.7.4. For Requests for Leave to Appeal a Decision of the Judicial Council, the following shall apply: (A.17)
- 5.7.4.1. The Respondent to the Request for Leave to Appeal shall be the Chairperson of Judicial Council. (A.17)
- 5.7.4.2. Should Leave to Appeal be granted, the other party in the original Complaint submitted under Bylaw 6.2 shall have the opportunity to have third-party status at the Appeal Hearing. (A.17)
- 5.7.5. Advocates previously assigned to the original Complainant and original Respondent pursuant to Procedure 5.2.5 will continue to be assigned if possible. (A.17)
- 5.7.6. The General Secretary shall appoint an advocate from a list of candidates approved by the Provincial Executive to all parties granted status under Procedure 5.7.4.2 not currently assigned an advocate, to assist in preparation for the hearing(s) before the Appeal Committee of Provincial Council. (A.17)
- 5.7.7. Leave to Appeal may be granted by the Appeal Committee of Provincial Council if it is satisfied that the appeal raises matters of importance to the Federation involving the interpretation or application of its Constitution and/or Bylaws, and the Member seeking leave to appeal demonstrates an arguable case. (A.17)
- 5.7.8. The Appeal Committee of Provincial Council shall render a decision to grant or deny Leave to Appeal no later than fifteen days after receipt of a Request for Leave to Appeal, with copies to the General Secretary and interested parties as in Procedure 5.7.4. (A.17)
- 5.7.9. When a Leave to Appeal is granted, the Chair of the Appeal Committee of Provincial Council shall request that all parties granted status under Procedure 5.7.4 submit their arguments within fifteen days. (A.17)
- 5.7.10. The Chair of Judicial Council shall ensure that a transcript is made if a hearing is the source of the appeal. (A.17)
- 5.7.11. The Chair of the Appeal Committee of Provincial Council shall ensure that the Hearing Panel and all parties receive copies as soon as possible of all submissions and transcripts relevant to the appeal. (A.17)

## **Procedure 6 - Appeals**

- 6.1. The Appeals Committee of Provincial Council shall hear appeals in accordance with Bylaw 7. (A.15)
- 6.2. Procedures for Request for Leave to Appeal are in accordance with the Procedures of the body being appealed. (A.15)
- 6.3. **Hearings**
  - 6.3.1. Hearings shall be conducted in accordance with rules approved by AMPA or Provincial Council. (A.15)
  - 6.3.2. The Appeal Hearing shall not proceed in the absence of the Appellant or the Appellant's representative. (A.15)
  - 6.3.3. If, however, after one adjournment, and on the next date set for the hearing, the Appellant or representative does not appear or provide reasonable grounds for not appearing, the appeal shall be dismissed. (A.15)
- 6.4. **Decisions**
  - 6.4.1. Within 5 days after the Hearing, the Appeals Committee of Provincial Council shall: (A.15)
    - 6.4.1.1. confirm the original decision; (A.15)
    - 6.4.1.2. vary the original decision, in whole or in part; (A.15)
    - 6.4.1.3. give such decision that ought to have been pronounced; or (A.15)
    - 6.4.1.4. refer the matter back to the body who made the original decision. (A.15)
  - 6.4.2. All decisions taken on appeal require the approval of a majority of the members of the panel consisting of at least 3 members of the Appeals Committee of Provincial Council assigned to that case by the Chair of the Committee. (A.15)
  - 6.4.3. Any decision taken by the Appeals Committee of Provincial Council under Bylaw 7 shall be final and binding and without further right of appeal. (A.15)
  - 6.4.4. The Chair of the Appeals Committee of Provincial Council shall forward the decision to all parties within 5 days of the release of the decision. (A.15)
  - 6.4.5. When the matter is referred back to the originating body, it shall be without prejudice to a party appealing a subsequent decision of the body. (A.15)

## **Procedure 7 - Districts in Difficulty**

- 7.1. Districts in Difficulty shall be defined as districts where: (A.14)
  - 7.1.1. 2 or more Bargaining Unit Presidents and/or members who serve on a District or Bargaining Unit executive have serious disagreement(s) on issues of importance to the functioning of the District and are unable to resolve their differences despite repeated attempts to do so; (A.14)
  - 7.1.2. the disagreement(s) have a significant impact on the ability of the District to function appropriately; and (A.14)

- 7.1.3. members are either directly impacted or have the potential to be directly impacted if the problems persist. (A.14)
- 7.2. **Intervention**
- 7.2.1. Upon written request from one of the parties involved, the General Secretary and one Associate General Secretary will interview all parties directly involved in the dispute, conduct fact finding and attempt dispute resolution. This step will not include rank and file members. (A.14)
- 7.2.2. If no resolution is found through the process in 7.2.1, the General Secretary will refer the matter to an Intervenor selected from the Official Retiree Volunteer List for formal intervention. (A.14)
- 7.2.3. Formal intervention will begin by a further attempt at dispute resolution by the Intervenor. Advocates will not be appointed in this process. (A.14)
- 7.2.3.1. Dispute resolution should involve, at minimum, a meeting with those parties directly involved or central to the issues, either individually or in small groups and whenever possible, a joint meeting, to attempt to find common ground and gain consensus. (A.14)
- 7.2.3.2. Dispute resolution will be deemed successful and completed when a written document is agreed to and signed by all affected parties. The document will outline the issues, solutions and timeframe for implementation. (A.14)
- 7.2.3.3. The assigned Intervenor will be seized with the document and may intervene at a later date if the conditions in the document are not met. (A.14)
- 7.2.4. If no resolution is found, the Intervenor will make a recommendation on Trusteeship of all affected Bargaining Units to the General Secretary who will bring the recommendation to the Provincial Executive. (A.14)

## **Procedure 8 - Trusteeship and Removal from Office**

- 8.1. The Trusteeship Committee shall be composed of the General Secretary (Chair), the Associate General Secretaries, a retired member of the Secretariat or a retired Provincial Executive member, and the Chair of Provincial Council or designate. (A.17)
- 8.2. The Trusteeship Committee shall have the authority to conduct an investigation and render a decision to put a District or Bargaining Unit into trusteeship and/or remove an officer from office. (A.17)
- 8.3. In the case of a District in Difficulty, the General Secretary shall bring the Intervenor's recommendation on trusteeship and/or removal from office to the Trusteeship Committee. (A.17)
- 8.4. The Trusteeship Committee, as convened by the Chair, may initiate an investigation if: (A.17)
  - 8.4.1. it has received information that leads it to be concerned with the financial mismanagement, or malpractice, or incapacitation of the District or Bargaining Unit

- officer(s), or failure to properly represent the membership by the District or Bargaining Unit or its officers; or (A.17)
- 8.4.2. it has received a request for an investigation from a District or Bargaining Unit or from Judicial Council. (A.17)
- 8.5. The investigation shall be conducted and a final decision rendered by the Trusteeship Committee within 60 working days from the initiation of the investigation. (A.17)
- 8.6. The Trusteeship Committee shall report the results of the investigation or intervention, and whether or not to initiate trusteeship and/or removal from office to the District or Bargaining Unit Executive, at a meeting called by the Trusteeship Committee. The date of the meeting will start the timeline for the appeal process. (A.17)
- 8.6.1. At the conclusion of the appeal process, the Trusteeship Committee shall also report the results of the investigation or intervention, and whether or not to initiate trusteeship and/or removal from office, to a Special General Meeting of the District or Bargaining Unit, called by the Trusteeship Committee. (A.17)
- 8.6.1.1. The Special General Meeting will be held at the earliest possible date following exhaustion of the Trusteeship and Removal from Office Appeal process. When there is no appeal, the Special General Meeting will be held within 20 days of the report being made to the Provincial Executive under 8.5. (A.17)
- 8.7. The General Secretary shall report the results of the investigation and the decision rendered to the next meeting of the Provincial Council at the conclusion of the appeal process. (A.17)
- 8.8. In the event that the investigation results in the District or Bargaining Unit being placed in trusteeship, the Trusteeship Committee shall appoint the trustee. (A.17)
- 8.8.1. Without limiting the generality of the following, the trustee shall have full responsibility to conduct the affairs of the District or Bargaining Unit, to receive and distribute its funds and, in general, to carry out the duties which would otherwise have been carried out by the officer(s), both individually or collectively, of the District or Bargaining Unit. (A.17)
- 8.8.2. The trustee shall also be responsible for calling regular meetings of the membership to keep them informed of the status of the trusteeship and the District or Bargaining Unit business. (A.17)
- 8.9. Notwithstanding Bylaw 6, and notwithstanding trusteeship not being imposed, the Trusteeship Committee may suspend or remove from OSSTF/FEESO office(s) a Member(s) of a District or Bargaining Unit Executive who has been found by the Trusteeship Committee as a result of an investigation pursuant to Procedure 8.5 to have been involved in the financial mismanagement or malpractice of a District or Bargaining Unit, or who has failed to properly represent

- the membership, or whose capacity to carry out their duties has been found lacking. (A.17)
- 8.10. The General Secretary, or designate, shall report to each regularly scheduled Provincial Council meeting on the status of a trusteeship and the Provincial Council may make recommendations to the Trusteeship Committee regarding any matters related to the trusteeship. (A.17)
- 8.11. Subject to the provisions of the Ontario Labour Relations Act, the term of trusteeship shall remain in effect until such time as the problem(s) has(have) been resolved. In any event, the trusteeship shall not exceed a period of one year from the date of inception, unless otherwise approved by the Ontario Labour Relations Board. (A.17)
- 8.12. Appeals of the decisions of the Trusteeship Committee may be made to the Provincial Executive: (A.17)
- 8.12.1. by written submission; (A.17)
- 8.12.2. within 10 working days of receipt of a decision of the Trusteeship Committee; (A.17)
- 8.12.3. in the case of a decision of trusteeship, only upon motion of the impacted District or Bargaining Unit Executive; and, (A.17)
- 8.12.4. in the case of Removal from Office, by the individual(s) impacted. (A.17)
- 8.13. The appeal will be discussed by the Provincial Executive (excluding the Provincial Executive members on the Trusteeship Committee) at its earliest opportunity. (A.17)
- 8.13.1. The respondent(s) will receive a written and final response from the Provincial Executive. (A.17)

## **Procedure 9 - Membership and Terms of Reference of Standing Committees**

- 9.1. **Common Committee Procedures**
- 9.1.1. **Chairpersons**
- 9.1.1.1. Each committee shall:
- 9.1.1.1.1. determine procedures for nominations, speeches, and balloting for the position of Chairperson in accordance with OSSTF/FEESO established practice; and (A.16)
- 9.1.1.1.2. after the year of office of the new committee has begun, elect one Chairperson. (A.16)
- 9.1.1.2. For committees that have subcommittees:
- 9.1.1.2.1. Vice-Chairpersons shall be elected by the committee, who shall serve as Chairpersons of the subcommittees; (A.16)
- 9.1.1.2.2. the Chairperson of the committee shall be an ex-officio member of each subcommittee; and (A.16)
- 9.1.1.2.3. the Chairperson of the committee will not count towards the minimum membership of each subcommittee. (A.16)

9.1.2. **Appointments and Co-options**

- 9.1.2.1. Full-term appointments to each committee shall be determined by the Nominations Committee. (A.16)
- 9.1.2.2. All appointments to committees shall be for 3-year terms, unless otherwise stated. (A.16)
- 9.1.2.3. A member of the Provincial Council shall be appointed to each committee from its members, who shall act as liaison between the Provincial Council and the committee, for a one-year term. (A.16)
- 9.1.2.4. A mid-term vacancy which occurs to a committee position held by Provincial Council appointment from the membership at large: (A.18)
  - 9.1.2.4.1. of one year or more shall be filled by the Nominations Committee; (A.16)
  - 9.1.2.4.2. appointments of less than one year shall be filled by a co-option as selected by the Committee. (A.16)
- 9.1.2.5. Additional co-options, as allocated in the Procedures, may be filled by the new membership of the committee, in time for the approval of the Provincial Council at its final meeting of the Federation year. (A.16)
- 9.1.2.6. Repeat co-options are possible. (A.16)
- 9.1.2.7. All other vacancies shall be filled by the same body which appointed the original member, in accordance with the procedures of the appointing body, for the balance of the term. (A.16)
- 9.1.2.8. All Provincial Council appointments and co-options to committees are subject to final approval of the Provincial Council. (A.18)
- 9.1.2.9. Upon the completion of a maximum of one-term and one co-option, or three co-options on any committee or council when appointed by Provincial Council or a committee or council, members will be ineligible to serve on any committee or council for one Federation year. (A.22)
- 9.1.2.10. Members may only serve on one Provincial standing committee or council at a time. (A.22)

9.2. **Protective Services Committee (PSC)**

9.2.1. **Membership**

- 9.2.1.1. PSC shall consist of up to 34 members as follows: (A.18)
  - 9.2.1.1.1. Up to 9 members with threshold experience, appointed by the Provincial Council; (A.18)
    - 9.2.1.1.2. 20 members appointed by the Provincial Executive as follows: (A.18)
    - 9.2.1.1.3. 10 designated Support Staff members and 10 designated T/OT members who shall form the basis of the Central Bargaining Advisory Work Group; (A.18)
    - 9.2.1.1.4. The term of the PSC members designated as Central Advisory Work Group members shall run from the start of the Federation year prior to the year of expiration of the current Central Collective Agreement to the start of the Federation

- Year prior to the year of expiration of the subsequent Central collective agreement. (A.18)
- 9.2.1.1.5. One non-voting member, appointed by the Provincial Council from its members, who shall act as liaison between the Provincial Council and PSC, and may serve on any subcommittee as required; (A.18)
- 9.2.1.1.6. Two non-voting members, appointed by the Provincial Executive from its members, one assigned to each subcommittee, who shall act as liaison between the Provincial Executive and PSC. (A.18)
- 9.2.1.1.7. The two non-voting Directors of Protective Services, one assigned to each subcommittee. (A.18)
- 9.2.1.1.8. up to 8 additional Secretariat members, assigned by the General Secretary, as non-voting resource(s). These Secretariat members shall not be counted as part of the total PSC membership. (A.18)
- 9.2.1.2. The Protective Services Committee shall: (A.18)
- 9.2.1.2.1. elect two Vice-Chairpersons to the Negotiations and Implementation Subcommittee and two Vice-Chairpersons to the Contract Maintenance and Member Protection Subcommittee; (A.18)
- 9.2.1.2.2. assign, on the advice of its Chairperson and Vice-Chairpersons, a minimum of 10 of its members, two of whom are Vice-Chairpersons, to act as the Negotiations and Implementation Subcommittee; (A.18)
- 9.2.1.2.3. assign, on the advice of its Chairperson and Vice-Chairpersons, a minimum of 9 of its members, two of whom are Vice-Chairpersons, to act as the Contract Maintenance and Member Protection Subcommittee; (A.18)
- 9.2.1.2.4. designate the Chairperson, the 4 Vice-Chairpersons, the two Provincial Executive liaisons, the Provincial Council liaison and the two Directors assigned to the Protective Services Committee to be an Executive Subcommittee which shall be responsible for recommending priorities to the PSC: (A.18)
- 9.2.1.3. The Negotiations and Implementation Subcommittee shall consist of a minimum of 10 members of the Protective Services Committee (PSC) as follows: (A.18)
- 9.2.1.3.1. two Vice-Chairpersons of PSC who shall serve as Co-Chairpersons of the Negotiations and Implementation Subcommittee; (A.18)
- 9.2.1.3.2. a minimum of 8 additional members;
- 9.2.1.3.3. a Provincial Executive liaison member; and (A.18)
- 9.2.1.3.4. the Director of Negotiations and Contract Maintenance. (A.18)
- 9.2.1.4. The Contract Maintenance and Member Protection Subcommittee shall consist of a minimum of 9 members of PSC as follows: (A.18)
- 9.2.1.4.1. two Vice-Chairpersons of PSC who shall serve as Co-Chairpersons of the Contract Maintenance and Member Protection Subcommittee; (A.18)
- 9.2.1.4.2. a minimum of 7 additional members; (A.18)
- 9.2.1.4.3. a Provincial Executive liaison member; and (A.18)
- 9.2.1.4.4. the Director of Member Protection. (A.18)

9.2.2.           **Meetings**

9.2.2.1.        The Protective Services Committee's funding will be based on 7 meetings per Federation year. (A.18)

9.2.3.           **Terms of Reference**

9.2.3.1.        To serve OSSTF/FEESO as an expert committee and to advise the Provincial Executive and the Protective Services Division on all matters relating to bargaining, and implementation of collective agreements. (A.18)

9.2.3.2.        To participate in high level training at the committee level. (A.18)

9.2.3.3.        To work with Secretariat members assigned to the Committee to provide training to local leaders. (A.18)

9.2.3.4.        To receive information and input from local leaders through Regional structures and bring that information to the central body. (A.18)

9.2.3.5.        To discuss and advise on bargaining strategies. (A.18)

9.2.3.6.        To develop negotiating priorities for OSSTF/FEESO to be approved by the Provincial Executive and the Provincial Council. (A.18)

9.2.3.7.        To consult, monitor and advise on topics dealing with implementation and contract maintenance. (A.18)

9.2.3.8.        To establish and maintain a communications network between the Districts and Bargaining Units and the provincial organization with respect to Protective Services matters. (A.18)

9.2.3.9.        To make recommendations to the Provincial Executive and Protective Services Division for specific direction and action with respect to collective bargaining, legislative changes, negotiations, contract implementation and maintenance, and member protection. (A.18)

9.2.3.10.       To provide local leaders with training in bargaining, contract maintenance, and member protection including local bargaining priorities survey, local bargaining brief development, grievance and arbitration, employee contract rights, duty of fair representation, discipline and review of recent arbitration decisions. (A.18)

9.2.3.11.       To participate in the development of the central issues bargaining unit Presidents' survey, Central Bargaining member priorities survey and Central Bargaining brief. (A.18)

9.2.3.12.       To administer the selection process for awards related to Protective Services. (A.18)

9.2.3.13.       To coordinate and promote an annual provincial conference focusing on Protective Services matters. (A.18)

9.2.3.14.       To provide assistance to District and Bargaining Unit Officers on all aspects of the issues involved in the negotiation and maintenance of a collective agreement. (A.18)

9.2.3.15.       To recommend targets, programs and priorities to the Provincial Executive, and policy to the Provincial Council and the Provincial Assembly. (A.18)

- 9.2.3.16. To monitor provincial grants, educational expenditures, negotiations and changes to education financial policy, both provincially and locally. (A.18)
- 9.2.3.17. To monitor provincial and national educational expenditures and decision making, and determine their implications of quality, sustainable publicly-funded education. (A.18)
- 9.2.3.18. To assist local Bargaining Units in the analysis of employer finances and their impact on available resources. (A.18)
- 9.2.3.19. To monitor and analyze current areas of emphasis by both the Provincial and Federal governments in the field of education finance in Ontario, and to assess the impact on the Ontario funding model on those areas of emphasis.
- 9.2.3.20. To report to the Provincial Council on the Ontario CPI increase, including any taxation or pension contribution increases semi-annually at the first meeting of Provincial Council following the December break and at the last meeting of the school year. (A.19)
- 9.2.3.21. To advise and communicate with the Provincial Executive, the Provincial Council and the membership on current issues in educational finance. (A.18)
- 9.2.3.22. To do research and analyze data related to collective bargaining, including comparisons of existing collective agreements. (A.18)
- 9.2.3.23. To develop model language for collective agreements. (A.18)
- 9.2.3.24. To maintain a databank of individuals with expertise on issues that fall under the terms of reference of the Protective Services Committee. (A.18)
- 9.2.3.25. The terms of reference of each subcommittee of the Protective Services Committee shall be determined by the Protective Services Committee within the area assigned to it by the Provincial Assembly. (A.18)
  
- 9.3. **Comité des services en langue française (CSLF)**
  - 9.3.1. **Membership**
    - 9.3.1.1. The Comité des services en langue française shall consist of up to 12 members as follows: (A.16)
      - 9.3.1.1.1. 8 members appointed by the Provincial Council, including at least one member from each of the French language Districts; 2 French-speaking members from English language school boards; and, 2 members, from other Bargaining Units, who work in a French environment; (A.16)
      - 9.3.1.1.2. one non-voting member, appointed by the Provincial Council from its members (francophone or French-speaking, if possible), who will act as liaison between the Provincial Council and CSLF; (A.17)
      - 9.3.1.1.3. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between the Provincial Executive and CSLF; (A.16)
      - 9.3.1.1.4. one additional member who may be co-opted; and (A.16)
      - 9.3.1.1.5. one non-voting Secretariat member, assigned by the General Secretary. (A.16)

9.3.2. **Meetings**

9.3.2.1. The Comité des services en langue française funding will be based on 7 meetings per Federation year. (A.16)

9.3.3. **Terms of Reference**

9.3.3.1. To advise the Provincial Executive, the Provincial Council, and the Provincial Assembly on matters relating to the special needs of Francophone Members and Members who speak French as part of their role within OSSTF/FEESO and to French education. (A.16)

9.3.3.2. To consult Districts and Bargaining Units on matters related to the special needs of Francophone Members and Members who speak French as part of their role within OSSTF/FEESO and to French education. (A.16)

9.3.3.3. To make recommendations concerning, and to assist in the coordination of, union training provided by OSSTF/FEESO in French. (A.16)

9.3.3.4. To encourage, support, and/or provide professional development activities in Districts and Bargaining Units for OSSTF/FEESO Francophone Members and Members who speak French as part of their role within OSSTF/FEESO. (A.16)

9.3.3.5. To liaise with provincial standing committees and councils and to provide assistance to the standing committees and councils in meeting the needs of French-speaking Members. (A.16)

9.3.3.6. To advise the Provincial Executive in the development of resources for Francophone Members as needed. (A.16)

9.3.3.7. To establish and maintain an effective communication network between the CSLF Committee and the membership through the Provincial organization with regards to the needs of francophone members and French language services. (A. 22)

9.4. **Communications and Political Action Committee (CPAC)**

9.4.1. **Membership**

9.4.1.1. The Communications and Political Action Committee shall consist of up to 25 members as follows: (A.16)

9.4.1.1.1. up to 16 members appointed by the Provincial Council; (A.16)

9.4.1.1.2. one non-voting member appointed by the Provincial Council from its members who will act as liaison between the Provincial Council and CPAC; (A.17)

9.4.1.1.3. one non-voting member appointed by the Provincial Executive from its members who shall act as liaison between the Provincial Executive and CPAC; (A.17)

9.4.1.1.4. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between Provincial Executive and CPAC; (A.16)

9.4.1.1.5. up to 5 members who may be co-opted; (A.16)

9.4.1.1.6. one non-voting Secretariat member, assigned by the General Secretary; and (A.16)

- 9.4.1.1.7. additional Secretariat members, assigned by the General Secretary, as non-voting resource(s) to subcommittees. These Secretariat members shall not be counted as part of the total CPAC membership. (A.16)
- 9.4.1.2. The Political Action and Activism Subcommittee shall consist of a minimum of 5 members of the Communications and Political Action Committee as follows: (A.16)
  - 9.4.1.2.1. one Vice-Chairperson of CPAC, who shall serve as the Chairperson of Political Action and Activism Subcommittee; and (A.16)
  - 9.4.1.2.2. a minimum of 4 additional members. (A.16)
- 9.4.1.3. The Member Outreach and Training Subcommittee shall consist of a minimum of 5 members of CPAC as follows: (A.16)
  - 9.4.1.3.1. one Vice-Chairperson of CPAC, who shall serve as the Chairperson of the Member Outreach and Training Subcommittee; and (A.16)
  - 9.4.1.3.2. a minimum of 4 additional members. (A.16)
- 9.4.1.4. The Recognition and Promotion Subcommittee shall consist of a minimum of 5 members of CPAC as follows: (A.16)
  - 9.4.1.4.1. one Vice-Chairperson of CPAC, who shall serve as the Chairperson of the Recognition and Promotion Subcommittee; and (A.16)
  - 9.4.1.4.2. a minimum of 4 additional members. (A.16)
- 9.4.2. **Meetings**
  - 9.4.2.1. The Communications and Political Action Committee's funding will be based on 7 meetings per Federation year. (A.16)
- 9.4.3. **Terms of Reference**
  - 9.4.3.1. To provide advice, assistance, training, support and resources to Districts and Bargaining Units regarding OSSTF/FEESO communication and political action. (A.16)
  - 9.4.3.2. To administer the annual selection and presentation of awards for excellence in communications, public relations and political action. (A.16)
  - 9.4.3.3. To assist those responsible for the dissemination of information within Districts and Bargaining Units, by providing expertise and advice in improving communication techniques and by making recommendations for long term communication strategies which support the Priorities of the Federation. (A.16)
  - 9.4.3.4. To promote the pride and participation of members in protecting and enhancing public education. (A.16)
  - 9.4.3.5. To advise, assist, support and provide training and resources to all levels of the Federation regarding political action, lobbying and activism with respect to but not limited to: (A.16)
    - 9.4.3.5.1. governments at all levels; (A.16)
    - 9.4.3.5.2. political parties; (A.16)
    - 9.4.3.5.3. labour organizations; (A.16)
    - 9.4.3.5.4. community and education groups; and (A.16)

- 9.4.3.5.5. municipal/provincial elections. (A.16)
- 9.4.3.6. To collaborate with other OSSTF/FEESO provincial committees, councils and work groups on issues of mutual concern. (A.16)
- 9.4.3.7. To coordinate and assist in the delivery of provincial/regional training of political action representatives. (A.16)
- 9.4.3.8. The terms of reference of the subcommittees shall be determined by CPAC within the area assigned to it by the Provincial Assembly. (A.16)

## 9.5. **Educational Services Committee (ESC)**

### 9.5.1. **Membership**

- 9.5.1.1. The Educational Services Committee shall consist of up to 25 members as follows: (A.16)
  - 9.5.1.1.1. up to 16 members appointed by the Provincial Council; (A.16)
  - 9.5.1.1.2. one non-voting member appointed by the Provincial Council who shall act as liaison between the Provincial Council and ESC; (A.17)
  - 9.5.1.1.3. one non-voting member appointed by the Provincial Executive who shall act as liaison between the Provincial Executive and ESC; (A.17)
  - 9.5.1.1.4. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between the Provincial Executive and ESC; (A.16)
  - 9.5.1.1.5. up to 5 members who may be co-opted; and (A.16)
  - 9.5.1.1.6. one non-voting Secretariat member, assigned by the General Secretary. (A.16)
- 9.5.1.2. The Professional Development and Training Subcommittee shall consist of a minimum of 8 members as follows: (A.19)
  - 9.5.1.2.1. one Vice-Chairperson of ESC who shall serve as Chairperson of the Professional Development and Training Subcommittee; and (A.19)
  - 9.5.1.2.2. at least 7 additional members. (A.19)
- 9.5.1.3. The Educational Issues and Pedagogy Subcommittee shall consist of a minimum of 8 members as follows: (A.19)
  - 9.5.1.3.1. one Vice-Chairperson of ESC who shall serve as Chairperson of the Educational Issues and Pedagogy Subcommittee; and (A.19)
  - 9.5.1.3.2. at least 7 additional members. (A.19)

### 9.5.2. **Meetings**

- 9.5.2.1. The Educational Services Committee's funding will be based on 7 meetings per Federation year. (A.16)

### 9.5.3. **Terms of Reference**

- 9.5.3.1. The role of the Educational Services Committee is: (A.19)
  - 9.5.3.1.1. To identify and monitor the professional, curricular, resource, training, and educational issues and priorities that impact OSSTF/FEESO members; (A.19)
  - 9.5.3.1.2. To examine current educational issues, social policy application to curriculum, and emerging trends around learning and their impact on our members; (A.19)

- 9.5.3.1.3. To provide analysis of members' needs and wants as it relates to professional development, and research into the most effective methods of providing PD; (A.19)
- 9.5.3.1.4. To provide input into a plan for the on-going development of professional development for all members; (A.19)
- 9.5.3.1.5. To make recommendations to the Provincial Executive for the development of relevant policy, direction, and actions; (A.19)
- 9.5.3.1.6. To provide information and advice and to prepare discussion and position papers on educational issues and priorities for the consideration of the Provincial Executive; (A.19)
- 9.5.3.1.7. To provide information and advice to the Provincial Executive and Educational Services staff; (A.19)
- 9.5.3.1.8. To promote, encourage and support education-related research and effective models of professional development and training at the District and Bargaining Unit levels; (A.19)
- 9.5.3.1.9. To assist and encourage Members through professional development and training opportunities, the sharing of educational resources, and professional interactions to work collaboratively to implement innovative and evidence-based educational practice; (A.19)
- 9.5.3.1.10. To promote and facilitate OSSTF/FEESO endorsed or approved programs, activities, training and conferences that address innovative educational trends and practices; (A.19)
- 9.5.3.1.11. To be responsible for the maintenance, development and promotion of the Educational Services Resource Bank (ESRB); (A.19)
- 9.5.3.1.12. To promote and support the role of the Educational Services Officer; (A.19)
- 9.5.3.1.13. To assist in the planning, promotion and delivery of the Educational Services Officers' conferences; (A.19)
- 9.5.3.1.14. To assist in the planning, promotion and delivery of provincial/regional/local training of Educational Services Officers; (A.19)
- 9.5.3.1.15. To be responsible for the selection of recipients of awards and scholarships as determined under the Bylaws; (A.19)
- 9.5.3.1.16. To provide reports on the activities of the Educational Services Committee to the Provincial Executive, the Provincial Council and AMPA; and (A.19)
- 9.5.3.1.17. To provide information and create resources for members who work directly with students, for the broader membership and for the educational community. (A.19)
- 9.5.3.2. The terms of reference of the subcommittees shall be determined by the Educational Services Committee within the area assigned to it by the Provincial Assembly. (A.19)
  
- 9.6. **Finance Committee (FC)**
- 9.6.1. **Membership**
- 9.6.1.1. The Finance Committee shall consist of up to 10 members as follows: (A.16)

- 
- 9.6.1.1.1. 5 members appointed by the Provincial Council for 5-year terms, so appointed that each year, one regular vacancy shall occur; (A.16)
  - 9.6.1.1.2. one non-voting member, appointed by the Provincial Council from its members, who will act as liaison between the Provincial Council and the Finance Committee; (A.17)
  - 9.6.1.1.3. one non-voting Vice-President of OSSTF/FEESO, appointed by the Provincial Executive from its members (alternating annually); (A.16)
  - 9.6.1.1.4. the Treasurer of OSSTF/FEESO; (A.16)
  - 9.6.1.1.5. the Chief Financial Officer of OSSTF/FEESO (non-voting); and (A.16)
  - 9.6.1.1.6. one additional member who may be co-opted. (A.16)
  - 9.6.2. **Meetings**
  - 9.6.2.1. The Finance Committee's funding will be based on 9 meetings per Federation year. (A.16)
  - 9.6.3. **Terms of Reference**
  - 9.6.3.1. To prepare a Budget for presentation to the Provincial Assembly in accordance with the Bylaws. (A.16)
  - 9.6.3.2. To advise the Provincial Assembly, the Provincial Council and the Provincial Executive on all Federation financial matters including the management of all OSSTF/FEESO funds, investments and properties as required by those bodies, (A.16)
  - 9.6.3.3. To annually review the purposes and practices concerning the General Account including District funding, the Member Protection Account, and the Contingency Account, as well as any other accounts that may be created from time to time, and to report its findings each January to the Provincial Executive. (A.16)
  - 9.6.3.4. To prepare a written report, including the submitted budget requests of the spending authorities, to the Provincial Council, for its information, at the last meeting prior to AMPA. (A.16)
  - 9.6.3.5. To perform duties related to the annual audit, which shall include: (A.16)
  - 9.6.3.5.1. to meet with external auditors to receive the annual audit plan; (A.16)
  - 9.6.3.5.2. to receive and review the external auditor's communication of Audit Results Report; and (A.16)
  - 9.6.3.5.3. to review any non-audit services that may affect the independence of the auditor and to make recommendations to the Provincial Executive on the approval of such services. (A.16)
  - 9.6.3.6. To receive a report from the Chief Financial Officer on the adequacy of internal controls and the identification of any significant financial risks that may affect the Federation. (A.16)
  - 9.6.3.7. To receive a report from the Chief Financial Officer on the appropriateness of insurance coverage. (A.16)
  - 9.6.3.8. To provide advice on Federation resources to the Provincial Executive during the development of the Strategic Action Plan. (A.18)

- 
- 9.6.3.9. To review and recommend amendments to the Financial Handbook. (A.16)
  - 9.6.3.10. To analyze and report annually to AMPA a 5-year projection of income and expenditures for the General Account and the Member Protection Account. (A.18)
  - 9.6.3.11. To hear FTE appeals received in accordance with Bylaw 10.2. (A.16)
  - 9.6.3.12. To perform the duties in Procedure 1 related to the preparation of the budget. (A.17)
  - 9.6.3.13. To be in attendance at the Provincial Assembly. (A.17)
  
  - 9.7. **Health and Safety/Workplace Safety Insurance Act Committee (HS/WSIAC)**
  - 9.7.1. **Membership**
  - 9.7.1.1. The Committee shall consist of up to 14 members as follows: (A.16)
    - 9.7.1.1.1. 9 members appointed by the Provincial Council; (A.16)
    - 9.7.1.1.2. one non-voting member, appointed by the Provincial Council from its members, who shall act as liaison between the Provincial Council and HS/ WSIAC; (A.17)
    - 9.7.1.1.3. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between the Provincial Executive and HS/ WSIAC; (A.16)
    - 9.7.1.1.4. up to 2 members who may be co-opted; and (A.16)
    - 9.7.1.1.5. one non-voting member from the Secretariat, assigned by the General Secretary. (A.16)
  - 9.7.2. **Meetings**
  - 9.7.2.1. The Health and Safety/Workplace Safety Insurance Act Committee's funding will be based on 7 meetings per Federation year. (A.16)
  - 9.7.3. **Terms of Reference**
  - 9.7.3.1. To provide assistance at Provincial and Regional workshops, Districts and Bargaining Units, on all aspects of the issues involved in Health and Safety and worker's compensation. (A.19)
  - 9.7.3.2. To provide training at Provincial and Regional workshops, Districts and Bargaining Units, regarding Health and Safety and the Workplace Safety Insurance Act. (A.16)
  - 9.7.3.3. To establish and maintain an effective communication network between the Health and Safety Committee and membership through the provincial organization with regards to Health and Safety and worker's compensation. (A.19)
  - 9.7.3.4. To encourage, promote, and educate members on healthy and safe working conditions. (A.16)
  - 9.7.3.5. To promote and increase Health and Safety Officer training through the Certificate Program in Health and Safety offered by the Workers' Health and Safety Centre. (A.16)
  - 9.7.3.6. To promote and increase Workplace Safety Insurance Act training through the Certificate Program offered by the Occupational Disability Response Team and/or Prevention Link. (A.19)
-

- 
- 9.7.3.7. To monitor, analyze and inform members of current enforcement priorities of the Ministry of Labour in the field of Health and Safety and worker's compensation. (A.19)
- 9.7.3.8. The Chairperson shall advise and communicate with the Provincial Executive, the Provincial Council, and membership on current issues and trends in Health and Safety and worker's compensation in Ontario and other jurisdictions. (A.19)
- 9.7.3.9. To make recommendations to the Provincial Executive for specific direction and action with respect to collective bargaining language, legislative changes, negotiations, contract maintenance and member protection. (A.16)
- 9.8. **Human Rights Committee (HRC)**
- 9.8.1. **Membership**
- 9.8.1.1. The Human Rights Committee shall consist of up to 12 members as follows: (A.16)
- 9.8.1.1.1. up to 7 members appointed by the Provincial Council; (A.16)
- 9.8.1.1.2. one non-voting member appointed by the Provincial Council from its members, who will act as liaison between the Provincial Council and the HRC; (A.17)
- 9.8.1.1.3. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between Provincial Executive and the HRC; (A.16)
- 9.8.1.1.4. up to 2 members who may be co-opted; and (A.16)
- 9.8.1.1.5. one non-voting Secretariat member, assigned by the General Secretary. (A.16)
- 9.8.2. **Meetings**
- 9.8.2.1. The Human Rights Committee's funding will be based on 6 meetings per Federation year. (A.16)
- 9.8.3. **Terms of Reference**
- 9.8.3.1. To recommend to the Provincial Executive goals to be achieved in order to safeguard all of the human rights of members and to ensure that none of the human rights enjoyed by other Ontario residents shall be denied to members. (A.16)
- 9.8.3.2. To recommend to the Provincial Executive policies and actions that will uphold the objects of the Federation to ensure equity and inclusiveness in the workplace. (A.16)
- 9.8.3.3. To provide a forum to inform, discuss, and advise on human rights issues relevant to the professional careers of all members. (A.16)
- 9.8.3.4. To establish and maintain an effective communications network between Districts and Bargaining Units and provincial OSSTF/FEESO with respect to human rights issues. (A.16)
- 9.8.3.5. To liaise with provincial standing committees and councils concerning human rights issues. (A.16)
- 9.8.3.6. To recommend priorities and programs to the Provincial Executive, and policy to the Provincial Council and AMPA. (A.16)
- 9.8.3.7. To assist in the development of local committees to address the human rights concerns of members. (A.16)
-

- 
- 9.8.3.8. To assist members to recognize and appreciate the contribution of people of different racial groups, creeds, ethnicities, genders, sexual orientation and mental or physical abilities. (A.16)
  - 9.8.3.9. To provide advice and recommendations to the Provincial Executive on matters pertaining to International Assistance activities, global human rights, and other matters as may be referred to it by the Provincial Executive. (A.16)
  - 9.8.3.10. To ensure that the Chairperson meets at least once per year with the Chairperson of the Status of Women Committee. (A.16)
  - 9.8.3.11. To maintain ongoing communication and collaboration with the Equity Advisory Work Group, the First Nations, Métis and Inuit Work Group and the Status of Women Committee on issues of mutual interest. (A.18)
  - 9.8.3.12. To coordinate and promote the Human Rights Conferences. (A.16)
  - 9.9. **Status of Women Committee (SWC)**
  - 9.9.1. **Membership**
  - 9.9.1.1. The Status of Women Committee shall consist of up to 12 members as follows:
    - 9.9.1.1.1. up to 6 members appointed by the Provincial Council; (A.16)
    - 9.9.1.1.2. one non-voting member, appointed by the Provincial Council from its members, who will act as liaison between the Provincial Council and SWC; (A.17)
    - 9.9.1.1.3. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between Provincial Executive and SWC; and (A.16)
    - 9.9.1.1.4. up to 3 members who may be co-opted; and one non-voting member from the Secretariat designated by the General Secretary. (A.16)
  - 9.9.2. **Meetings**
  - 9.9.2.1. The Status of Women Committee's funding will be based on 7 meetings per Federation year. (A.16)
  - 9.9.3. **Terms of Reference**
  - 9.9.3.1. To monitor the professional Status of Women Members of OSSTF/FEESO and to advise the Provincial Executive on the need for appropriate action with respect to any developing trends. (A.16)
  - 9.9.3.2. To provide a forum for the discussion of issues relevant to women in OSSTF/FEESO. (A.16)
  - 9.9.3.3. To recommend to the Provincial Executive research and educational programs designed to promote equality of opportunity with specific reference to women members. (A.16)
  - 9.9.3.4. To liaise with provincial Standing Committees and Councils concerning the status and proportional representation of women in OSSTF/FEESO, and to provide assistance to Standing Committees and Councils in meeting the needs of women Members. (A.16)
  - 9.9.3.5. To provide Districts with assistance in establishing goals and directions for local Status of Women Committees. (A.16)
-

- 
- 9.9.3.6. To recommend to the Provincial Executive, on an annual basis, goals to be achieved in order to implement the OSSTF/FEESO affirmative action statements highlighting the importance of intersectionality, creating safe spaces and a culture of consent, and ways to remove barriers to women’s full participation in OSSTF/FEESO. (A.19)
  - 9.9.3.7. To continue to report on proportional representation of women at various levels within the Federation. (A.16)
  - 9.9.3.8. To establish and maintain an effective communications network between the Districts and Bargaining Units and provincial OSSTF/FEESO with respect to women’s issues. (A.16)
  - 9.9.3.9. To encourage and promote respect for the rights and the diverse needs of all Members with respect to their personal and family obligations. (A.16)
  - 9.9.3.10. To recommend targets, priorities, and programs to the Provincial Executive, and policy to the Provincial Council and AMPA. (A.16)
  - 9.9.3.11. To ensure that the Chairperson meets at least once per year with the Chairperson of the Human Rights Committee. (A.16)
  - 9.9.3.12. To develop and provide regional and/or local outreach workshops for members. (A.16)
  - 9.9.3.13. To advise the Provincial Executive on liaison opportunities with community partners who provide advocacy for women’s issues. (A.16)
  - 9.9.3.14. To advise the Provincial Executive on the OSSTF/FEESO policies specific to girls and women. (A.16)
  
  - 9.10. **Committee on Addressing Anti-Black Racism/ Racism (A.22)**
    - 9.10.1. **Membership**
      - 9.10.1.1. The Committee will be composed of up to 12 members; (A.22)
        - 9.10.1.1.1. up to 7 members who identify as Black or racialized appointed by the Provincial Council; (A.22)
        - 9.10.1.1.2. one non-voting member appointed by the Provincial Council from its members, who will act as liaison between the Provincial Council and the Committee on Addressing Anti-Black Racism/Racism; (A.22)
        - 9.10.1.1.3. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between the Provincial Executive and the Committee on Addressing Anti-Black Racism/ Racism; (A.22)
        - 9.10.1.1.4. up to 2 members who identify as Black or racialized may be co-opted; and (A.22)
        - 9.10.1.1.5. one non-voting Secretariat member, assigned by the General Secretary. (A.22)
        - 9.10.1.1.6. In the inaugural year of the Committee, Provincial Council shall appoint three Members to a three year term, three Members to a two-year term, and three members to a one-year term which shall be considered co-options for the purpose of nominations to committees and councils in the following year. (A.22)

- 
- 9.10.1.2. The Dismantling Anti-Black Racism subcommittee shall consist of a minimum of 5 members of the Committee on Addressing Anti-Black Racism/Racism as follows: (A.22)
    - 9.10.1.2.1. one Vice-Chairperson of the Committee on the Addressing Anti-Black Racism/Racism, who shall serve as the Chairperson of the Dismantling Anti-Black Racism Subcommittee; and (A.22)
    - 9.10.1.2.2. a minimum of 4 additional members.
  - 9.10.1.3. The Racial Justice Subcommittee shall consist of a minimum of 5 members of the Committee on Addressing Anti-Black Racism/Racism as follows: (A.22)
    - 9.10.1.3.1. one Vice-Chairperson of the Committee on Addressing Anti-Black Racism/Racism, who shall serve as the Chairperson of the Racial Justice Subcommittee; and (A.22)
    - 9.10.1.3.2. a minimum of 4 additional members. (A.22)
  - 9.10.2. **Meetings (A.22)**
    - 9.10.2.1. The Committee on Addressing Anti-Black Racism/ Racism’s funding will be based on 7 meetings per Federation year. (A.22)
  - 9.10.3. **Terms of Reference (A.22)**
    - 9.10.3.1. The Committee on Addressing Anti-Black Racism/ Racism shall have as its purpose: (A.22)
      - 9.10.3.1.1. The organization of efforts to dismantle racism including Anti-Black racism, and to combat material and societal inequities that disproportionately affect Black and racialized communities; (A.22)
      - 9.10.3.1.2. To advise Provincial Executive on actions to combat the material and societal inequities that disproportionately affect Black and Racialized communities using an anti-oppressive, anti-racist, and intersectional lens; (A.22)
      - 9.10.3.1.3. To provide a forum to inform, discuss, and advise on issues relevant to Black and racialized members and ensure effective communications between District and Bargaining Units and provincial OSSTF/FEESO with respect to these issues. (A.22)
      - 9.10.3.1.4. To advise Provincial Executive, the Provincial Council, and the Provincial Assembly on matters and needs relating to members who identify as Black or racialized as part of their role within OSSTF/FEESO and to combat anti-Black racism and racism in education; (A.22)
      - 9.10.3.1.5. To provide advice, assistance, training support, and resources to all levels of the Federation regarding the work of the Committee including dismantling anti-Black racism; (A.22)
      - 9.10.3.1.6. To advise Provincial Executive on ways to promote, and educate members on how to engage, mobilize, and build networks with local members and community; (A.22)
      - 9.10.3.1.7. To advise on how to increase representation of Black and racialized members at various levels within the Federation; (A.22)
-

- 9.10.3.1.8. To advise the Provincial Executive on liaison opportunities with community partners who provide advocacy for Black and Racialized communities; (A.22)
- 9.10.3.1.9. To provide advice to the Provincial Executive for the on-going development and implementation of the Action Plan to Support Equity, Anti-Racism, and Anti-Oppression. (A.22)
- 9.10.3.1.10. To liaise with OSSTF/FEESO advisory work groups, committees and councils. (A.22)
- 9.10.3.1.11. To maintain on-going communication and collaboration with the Equity Advisory Work Group, the First Nations, Métis, and Inuit Advisory Work Group, the Human Rights Committee, and the Status of Women Committee on issues of mutual interest; and (A.22)
- 9.10.3.1.12. To recommend and provide advice on priorities and programs to the Provincial Executive, and policy to the Provincial Council and AMPA including the development of an anti-racist framework. (A.22)

## **Procedure 10 - Membership and Constitutions /Terms of Reference of Councils**

### **10.1. Common Council Procedures**

- 10.1.1. The constitution and/or regulations of a provincial council, shall be maintained in the OSSTF/ FEESO Policies and Procedures. Amendments to the constitution and/or regulations of a provincial council shall be made in the same manner as that prescribed for amendments to the Bylaws. (A.16)
- 10.1.2. **Year of Office**
- 10.1.2.1. Unless defined otherwise in the constitution of the respective provincial council, a year of office of a provincial council shall commence during the meeting of the council which immediately precedes the Provincial Council's final meeting of the Federation year. (A.16)
- 10.1.2.2. Upon the completion of a maximum of one term and one co-option, or three co-options on any committee or council when appointed by Provincial Council or a Committee or Council, members will be ineligible to serve on any committee or council for one Federation year. (A. 22)
- 10.1.3. **Chairperson**
- 10.1.3.1. Chairpersons of provincial councils shall be elected by their respective councils. (A.16)
- 10.1.4. **Co-options**
- 10.1.4.1. The council shall allow sufficient time for the new membership to recommend co-options for the approval of the Provincial Council preferably at its final meeting of the Federation year. (A.16)
- 10.1.5. **Vacancies**
- 10.1.5.1. Vacancies which occur in positions held by appointment from the membership at large, and for which the unexpired term does not extend beyond the end of the current year of office, shall be filled by co-option of a member made by the

council, subject to the approval of the Provincial Council, for the balance of the term. (A.16)

- 10.1.5.2. All other vacancies shall be filled by the same body which appointed the original member, in accordance with the procedures of the appointing body, for the balance of the term. (A.16)

10.2. **ACTIVE RETIRED MEMBERS' COUNCIL (ARM)**

10.2.1. **ARM Council Constitution**

10.2.1.1. **ARM Article 1 – Name**

- 10.2.1.1.1. The name of this organization shall be the Active Retired Members' Council (ARM). (A.16)

10.2.1.2. **ARM Article 2 – Objects**

- 10.2.1.2.1. To foster the development of a strong, united, active body of retired members. (A.16)
- 10.2.1.2.2. To provide a forum for furthering the goals and welfare of retired members. (A.16)
- 10.2.1.2.3. To assist in furthering the objectives of OSSTF/ FEESO, especially in the area of political action and election readiness. (A.16)

10.2.1.3. **ARM Article 3 – Representation**

- 10.2.1.3.1. Active Retired Members of OSSTF/FEESO shall be represented by the Active Retired Members' Council. (A.16)
- 10.2.1.3.2. An Active ARM Chapter will be defined as 25 or more Active Retired Members who have demonstrated evidence of a functioning executive, a record of activities and a financial statement of spending for the previous year. (A.16)
- 10.2.1.3.3. Notwithstanding Procedure 10.2.1.3.2, Districts with fewer than 25 Active Retired Members may apply to the General Secretary to combine their Active Retired Members with another nearby District with fewer than 25 Active Retired Members to form an Active ARM Chapter. (A.16)
- 10.2.1.3.4. Notwithstanding Procedure 10.2.1.3.2, a District may apply to the General Secretary to combine with another nearby District to create an Active ARM Chapter consisting of the Active Retired Members from those Districts named in the application. (A.16)
- 10.2.1.3.5. ARM Chapter members shall be part of the ARM Chapter attached to the District in which they geographically reside. (A.17)
- 10.2.1.3.6. Transfer of Individual ARM Membership. (A.17)
- 10.2.1.3.6.1. All requests for transfer of membership from one ARM Chapter to another must be forwarded to the Secretariat Liaison assigned to ARM Council. (A.17)
- 10.2.1.3.6.2. A member may request to be assigned to the ARM Chapter attached to the District from which they have retired. (A.17)
- 10.2.1.3.6.3. Notwithstanding 10.2.1.3.6.2, if a member moves to a new District that does not adjoin or is not nearby the District from which they retired, the member shall be

- re-assigned to the ARM Chapter in the District in which they geographically reside. (A.17)
- 10.2.1.3.6.4. If a member moves out of the province, they shall remain a member of the ARM Chapter in the District from which they retired. (A.17)
- 10.2.1.3.6.5. A reconsideration of ARM member assignment to a specific Chapter can be made by the President of the ARM Chapter to which the member is requesting to belong, by forwarding the request to the Secretariat members assigned to ARM Council. (A.17)
- 10.2.1.3.6.5.1. Any reconsideration of ARM Member assignment must align with the above. (A.17)
- 10.2.1.3.7. A District may apply to the General Secretary to withdraw the active retired members in a District from a combined Active Chapter to create an independent Active ARM Chapter, as defined in 10.2.1.3. (A.17)
- 10.2.1.3.8. In order for the General Secretary to recognize a new Chapter of ARM, a written request must be sent including proof of the following: (A.17)
- 10.2.1.3.8.1. 25 or more ARM members; (A.17)
- 10.2.1.3.8.2. A functioning Executive; and (A.17)
- 10.2.1.3.8.3. A draft for local ARM Chapter Constitution and Bylaws. (A.17)
- 10.2.1.3.9. At the end of each Federation year, Active ARM Chapters shall submit a record of activities and a financial statement of spending to the General Secretary. (A.17)
- 10.2.1.4. **ARM Article 4 – Membership**
- 10.2.1.4.1. The Council shall consist of:
- 10.2.1.4.1.1. each ARM Chapter President or designate; (A.17)
- 10.2.1.4.1.2. one non-voting member of the Provincial Executive appointed by the President who will act as liaison between Provincial Executive and ARM; and (A.17)
- 10.2.1.4.1.3. one member of the Secretariat (non-voting) designated by the General Secretary. (A.16)
- 10.2.1.4.2. At the first meeting of ARM following the election, ARM shall elect a Chairperson and a Vice-Chairperson, each of whom shall hold office for a 2-year term. (A.16)
- 10.2.1.5. **ARM Article 5 – Meetings**
- 10.2.1.5.1. Meetings of ARM shall be held up to 5 times per Federation year with additional meetings as approved by the Provincial Executive. (A.16)
- 10.2.1.5.1.1. The Chair and/or designate of ARM Council and the Director of CPA Department shall meet on an annual basis. (A.17)
- 10.2.1.5.2. A General Meeting of Active Retired Members shall be held biennially prior to the end of the Federation year. (A.16)
- 10.2.1.5.2.1. Representation at the General Meeting shall be composed of: (A.16)
- 10.2.1.5.2.1.1. the current members of ARM; (A.16)
- 10.2.1.5.2.1.2. one delegate from each active ARM Chapter; (A.16)

- 10.2.1.5.2.1.3. where the membership of an active ARM Chapter exceeds 100, one additional delegate; (A.16)
- 10.2.1.5.2.1.4. additional delegates based on one delegate for each 200 members in excess of 100; and (A.16)
- 10.2.1.5.2.1.5. one delegate appointed by the District Executive from each District without an active ARM Chapter and with 25 or more Active Retired Members. (A.16)
- 10.2.1.6. **ARM Article 6 – Duties**
- 10.2.1.6.1. To promote the objectives and activities of ARM. (A.16)
- 10.2.1.6.2. To report regularly to the Provincial Executive on the activities of the Active Retired Members’ Council and membership issues. (A.16)
- 10.2.1.6.3. To liaise with other OSSTF/FEESO committees and councils through regular reports to Provincial Council. (A.17)
- 10.2.1.6.4. To assist in the organization and function of local Chapters of Active Retired Members and to liaise with those chapters. (A.16)
- 10.2.1.6.5. To recommend to the Provincial Executive ARM member to represent OSSTF/FEESO at the Congress of Union Retirees of Canada (CURC) and the Ontario Federation of Union Retirees (OFUR) when appropriate. (A.16)
  
- 10.3. **BENEVOLENT COUNCIL (BC)**
- 10.3.1. **BC Constitution**
- 10.3.1.1. **BC Article 1 – Name**
- 10.3.1.1.1. The name of this organization shall be the “Benevolent Council of the Ontario Secondary School Teachers’ Federation.” (A.16)
- 10.3.1.2. **BC Article 2 – Objects**
- 10.3.1.2.1. The objects of the Benevolent Council shall be to make benevolent relief grants to an Active Member who demonstrates extreme financial need due to:
  - 10.3.1.2.1.1. prolonged illness, (A.16)
  - 10.3.1.2.1.2. accident, (A.16)
  - 10.3.1.2.1.3. emergency. (A.16)
- 10.3.1.3. **BC Article 3 – Membership**
- 10.3.1.3.1. The Benevolent Council shall consist of not more than 9 members as follows: (A.16)
  - 10.3.1.3.1.1. up to 6 members appointed by the Provincial Council from the same District; (A.16)
  - 10.3.1.3.1.2. one non-voting member, appointed by the Provincial Council from its members, who will act as liaison between the Provincial Council and the Benevolent Council; (A.17)
  - 10.3.1.3.1.2.1. the liaison member between the Provincial Council and the Benevolent Council shall be from the same District as the members of the Benevolent Council; (A.16)
  - 10.3.1.3.1.3. one non-voting member from the Secretariat designated by the General Secretary; (A.16)

- 
- 10.3.1.3.1.4. one non-voting member from the Provincial Executive, appointed by the President, who will act as liaison between Provincial Executive and the Benevolent Council; and (A.16)
  - 10.3.1.3.1.5. members may be co-opted to replace members who have retired/resigned or are on an approved leave, subject to the approval of the Provincial Council. (A.16)
  - 10.3.1.3.2. The members of the Benevolent Council shall have terms of office as follows: (A.16)
    - 10.3.1.3.2.1. the Secretariat member shall have an appointed term determined by the General Secretary; (A.16)
    - 10.3.1.3.2.2. the members appointed by the Provincial Council shall have an initial term of one year but any member so appointed may request appointment for an immediately subsequent term; if they do so, then they shall be deemed to be appointed for a further 3 years; (A.16)
    - 10.3.1.3.2.3. the voting members of the Benevolent Council shall elect one of their members to be the Chairperson (The term of office of the Chairperson shall be determined by the Benevolent Council); and (A.16)
    - 10.3.1.3.2.4. the Benevolent Council should be rotated to a different District every 3 years after the initial one year term. (A.16)
  - 10.3.1.4. **BC Article 4 – Duties**

It shall be the duty of Benevolent Council: (A.16)

    - 10.3.1.4.1. to authorize outright benevolent relief grants in accordance with the Objects of its Constitution; and (A.16)
    - 10.3.1.4.2. to recommend other ways and means to alleviate distress suffered by Members. (A.16)
  - 10.3.1.5. **BC Article 5 – Regulations**
    - 10.3.1.5.1. The Benevolent Council may establish regulations to assist it in carrying out the duties assigned to it by the Provincial Assembly, subject to approval of the next meeting of the Provincial Council within 30 days. (A.16)
    - 10.3.1.5.2. Regulations may be established by a majority vote of the membership of the Benevolent Council. (A.16)
      - 10.3.1.5.2.1. All regulations established by the Benevolent Council and approved by the Provincial Council must be presented to the next AMPA for ratification or rescission by majority vote, but pending submission thereto such regulations shall have full force and effect from the date of enactment. (A.16)
    - 10.3.1.5.3. Regulations for the Benevolent Council may also be established, amended or rescinded at AMPA in the same manner as that prescribed for amending the Constitution of OSSTF/FEESO. (A.16)
  - 10.3.2. **BC Regulations**
    - 10.3.2.1. **BC Reg. 1 – Applications**
      - 10.3.2.1.1. Active Members may apply for a benevolent relief grant from the Benevolent Council only through their District or Bargaining Unit President who shall submit
-

the application directly to the Secretariat Liaison assigned to the Benevolent Council on behalf of the Active Member with a written recommendation from the District or Bargaining Unit President. (A.16)

10.3.2.2. **BC Reg. 2 – Authorization**

10.3.2.2.1. No benevolent relief grants shall be made except by the approval of Benevolent Council. Notwithstanding, between scheduled Benevolent Council meetings, the Chairperson of Benevolent Council, or designate from the Benevolent Council if the Chairperson is unavailable, may approve an interim benevolent relief grant, based on extreme need, up to fifty percent (50%) of the maximum allowable annual benevolent relief grant. (A.16)

10.3.2.3. **BC Reg. 3 – Recipients**

10.3.2.3.1. Notwithstanding Procedure 10.3.1.2, benevolent relief grants may be made to: (A.16)

10.3.2.3.1.1. dependents of deceased Active Members, upon application to Benevolent Council, within one year of the death of the Active Member; and (A.16)

10.3.2.3.1.2. members whose employment has been terminated, and the termination is the subject of a grievance filed by OSSTF/FEESO. (A.16)

10.3.2.4. **BC Reg. 4 Number of Benevolent Relief Grants**

10.3.2.4.1. In extreme cases, more than one benevolent relief grant may be made to one recipient within a period of one Federation year, subject to the annual benevolent relief grant limits in Procedure 10.2.2.6. (A.16)

10.3.2.5. **BC Reg. 5 – Loans**

10.3.2.5.1. The Benevolent Council may not make loans. (A.16)

10.3.2.6. **BC Reg. 6 Amounts of Benevolent Relief Grants**

10.3.2.6.1. The Benevolent Council may make outright benevolent relief grants of up to \$3000 in any one Federation year. (A.17)

10.3.2.6.2. No Active Member may receive more than \$6000 in benevolent relief grants from the Benevolent Council within a 5 year period. (A.17)

10.4. **JUDICIAL COUNCIL (JC)**

10.4.1. **JC Constitution**

10.4.1.1. **JC Article 1 – Name**

10.4.1.1.1. The name of this organization shall be the Judicial Council. (A.16)

10.4.1.2. **JC Article 2 Objects**

The objects of Judicial Council shall be: (A.17)

10.4.1.2.1. to adjudicate Complaints with respect to alleged violations of OSSTF/FEESO Bylaws by its members and leaders; (A.17)

10.4.1.2.2. to determine a penalty and forward that decision to the Provincial Executive for implementation as specified in Procedure 5, where a bylaw violation has occurred; and (A.17)

- 
- 10.4.1.2.3. to review and make recommendations to the Provincial Executive with regard to the conferral, removal, suspension and reinstatement of Provincial Life Membership. (A.17)
  - 10.4.1.3. **JC Article 3 – Membership**
  - 10.4.1.3.1. There shall be a Judicial Council consisting of 10 members appointed by the Provincial Executive for 5-year terms. (A.16)
  - 10.4.1.4. **JC Article 4 – Meetings**
  - 10.4.1.4.1. Judicial Council’s funding will be based on 3 meetings per Federation year. (A.16)
  - 10.4.1.5. **JC Article 5 – Duties**  
The Judicial Council shall:
    - 10.4.1.5.1. provide members to act on formal Hearing Committees to adjudicate cases filed under Bylaw 6; (A.16)
    - 10.4.1.5.2. provide a minimum of 3 members to act as the panel in a formal hearing of Judicial Council; (A.16)
    - 10.4.1.5.3. conduct hearings in accordance with Bylaws and regulations governing hearings as approved by the Provincial Assembly or the Provincial Council and shall, following its decision, forward its decision to the Provincial Executive for implementation; and (A.16)
    - 10.4.1.5.4. review questions referred to it by the Provincial Executive for clarification. (A.16)
  - 10.5. **MEDIATION SERVICES RESOURCE BANK (MSRB)**
  - 10.5.1. **MSRB Article 1 – Name**
  - 10.5.1.1. The name of this organization shall be the “Mediation Services Resource Bank of the Ontario Secondary School Teachers’ Federation.” (Hereinafter called “MSRB”) (A.16)
  - 10.5.2. **MSRB Article 2 – Establishment and Responsibility**
  - 10.5.2.1. MSRB is established under the Constitution and Bylaws and shall be responsible to the Provincial Executive for the carrying out of its duties. (A.16)
  - 10.5.3. **MSRB Article 3 – Objects**  
The Objects of MSRB shall be:
    - 10.5.3.1. to encourage and assist Members to resolve disputes in the interest of upholding the OSSTF/FEESO Motto; and (A.16)
    - 10.5.3.2. to encourage and assist the education and training of the Members in managing conflict. (A.16)
  - 10.5.4. **MSRB Article 4 – Membership**
  - 10.5.4.1. MSRB shall be composed of 13 members as follows: (A.16)
    - 10.5.4.1.1. up to 12 members of OSSTF/FEESO, broadly representative of the membership and with due regard to expertise in mediation, who shall be appointed by the Provincial Executive; (A.22)
    - 10.5.4.1.2. one non-voting member who shall be appointed from the Secretariat by the General Secretary. (A.16)
-

- 10.5.4.2. A member of MSRB shall not be a member of Judicial Council. (A.16)
- 10.5.4.3. Members are appointed to MSRB for 5-year terms. (A. 22)
- 10.5.4.4. The Provincial Executive may reappoint a member of the MSRB whose term has expired for additional terms. (A. 22)
- 10.5.5. **MSRB Article 5 – Meetings**
- 10.5.5.1. Meetings of MSRB shall be held up to 2 times per Federation year. Additional meetings may be called at the request of the Chairperson or upon written request by a majority of MSRB. (A.16)
- 10.5.5.2. At the last meeting in the Federation year MSRB shall: (A.16)
  - 10.5.5.2.1. elect a Chairperson and Vice-Chairperson for the following year; (A.16)
  - 10.5.5.2.2. determine the schedule of meetings for the following year. (A.16)
- 10.5.5.3. Whenever possible, the agenda and related materials should be mailed or delivered to the members at least one week in advance of any meeting. (A.16)
- 10.5.5.4. The Chairperson shall notify members of MSRB of special meetings. (A.16)
- 10.5.6. **MSRB Article 6 – Procedures**
- 10.5.6.1. MSRB may propose procedures to assist it in carrying out its duties. (A.16)
- 10.5.6.2. All procedures proposed by MSRB must be approved by the Provincial Executive. (A.16)
- 10.5.7. **MSRB Article 7 – Powers and Duties**
- MSRB shall have the power and duty:
  - 10.5.7.1. to attempt mediation in response to all requests forwarded directly from the Field Secretary; (A.16)
  - 10.5.7.2. to develop a protocol for the expedited outcome of mediation with due regard for extenuating circumstances; (A.16)
  - 10.5.7.3. to review, on a periodic basis, member satisfaction with the mediation services provided; (A.16)
  - 10.5.7.4. to report to the Provincial Executive regarding the conduct of mediation services to the membership; (A.16)
  - 10.5.7.5. to provide training in conflict resolution for members of MSRB and other members; (A.16)
  - 10.5.7.6. to keep minutes of its meetings; and (A.16)
  - 10.5.7.7. to assign members of MSRB to perform mediation. (A.16)
- 10.5.8. **MSRB Article 8 – Review**
- 10.5.8.1. MSRB shall be subject to review on a regular basis by the Committee to Review Committees and Councils who shall report the results of the review to the Provincial Executive. (A.16)
- 10.5.9. **MSRB Article 9 – Removal of MSRB Member**
- 10.5.9.1. The Provincial Executive may remove a member of MSRB. (A. 22)
- 10.5.10. **MSRB Guidelines**
- 10.5.10.1. Interpretation (A.16)
  - 10.5.10.1.1. “MSRB” shall mean the Mediation Services Resource Bank; and (A.16)

- 
- 10.5.10.1.2. “Party” shall mean any Member or group of Members requesting mediation or identified within the mediation request; (A.16)
- 10.5.10.2. **Request For Mediation**
- 10.5.10.2.1. On receipt of a request for mediation forwarded directly from the Field Secretary, the Chairperson shall attempt to obtain the mutual consent of all parties identified in the request for mediation in order to proceed with mediation. Where mutual consent is obtained, the Chairperson shall appoint a Mediator/Mediation Team. (A.16)
- 10.5.10.2.2. The mediation process used shall be at the sole discretion of the Mediator/Mediation Team. (A.16)
- 10.5.10.2.3. The Mediator/Mediation Team shall discuss with both parties, without prejudice, possible ways of resolving the dispute.
- 10.5.10.2.4. The Mediator/Mediation Team shall, within 45 working days of its establishment, report to the Chairperson whether the mediation was successful or not, or whether or not it is ongoing. (A.16)
- 10.5.10.2.5. The Chairperson, on behalf of MSRB, shall declare in writing that the mediation has been successful or that the mediation has not been successful. (A.16)
- 10.5.10.2.6. The Chairperson of MSRB shall report to each of the parties, to the Field Secretary and to the General Secretary. (A.16)
- 10.5.10.2.7. Upon being notified that one of the parties is no longer a Member or that one of the parties is involved in related legal proceeding(s) and/or other related matters, including grievance procedures, the Chairperson of MSRB shall notify the parties to the dispute, the Field Secretary, and the General Secretary that the request for mediation will be placed in abeyance and may be reactivated upon written request by the parties within the timelines specified in Procedure 12 of a change in these circumstances. (A.16)
- 10.5.10.3. All information arising from the mediation shall remain confidential and may not be used against any one of the parties in the future. All documents shall be destroyed after a 2-year period. (A.16)
- 10.6. **PARLIAMENTARY AND CONSTITUTION COUNCIL (PCC)**
- 10.6.1. **PCC Constitution**
- 10.6.1.1. **PCC Article 1 – Name**
- 10.6.1.1.1. The name of this organization shall be the Parliamentary and Constitution Council. (A.16)
- 10.6.1.2. **PCC Article 2 – Objects**
- 10.6.1.2.1. to provide advice and assistance to OSSTF/FEESO on matters related to constitutions, bylaws, policies, procedures and Rules of Order; (A.16)
- 10.6.1.2.2. to provide steering and/or support for OSSTF/ FEESO meetings. (A.16)
- 10.6.1.3. **PCC Article 3 – Membership**
- 10.6.1.3.1. PCC shall consist of up to 12 members, who shall not be Provincial Councillors, as follows: (A.16)
-

- 
- 10.6.1.3.1.1. 9 members appointed by the Provincial Council for 5-year terms, 2 to be appointed each year, except every 5th year, when only one shall be appointed; (A.16)
  - 10.6.1.3.1.2. up to 2 members who may be co-opted; (A.16)
  - 10.6.1.3.1.3. one non-voting member from the Secretariat designated by the General Secretary; and (A.16)
  - 10.6.1.3.1.4. additional Secretariat members, assigned by the General Secretary, as non-voting resource(s) to PCC. These Secretariat members shall not be counted as part of the total PCC membership. (A.16)
  - 10.6.1.4. **PCC Article 4 – Meetings**
  - 10.6.1.4.1. The Parliamentary and Constitution Council’s funding will be based on 5 meetings per Federation year. (A.23)
  - 10.6.1.5. **PCC Article 5 – Duties**
  - 10.6.1.5.1. To recommend to the President, members to act as a Steering Committee at the meetings of the Provincial Assembly, who may not serve as Delegates or Alternates at meetings of the Provincial Assembly. (A.16)
  - 10.6.1.5.2. To provide 2 or 3 of its members to act as a Steering Committee at meetings of the Provincial Council. (A.16)
  - 10.6.1.5.3. To provide advice and assistance to the Provincial Executive, the Provincial Council and/or the Provincial Assembly, provincial committees and councils on matters related to Constitution, Bylaws, Policy, and Rules of Order. (A.16)
  - 10.6.1.5.4. To provide advice and assistance to Districts(s), Bargaining Units and Branches, on matters related to their constitutions, bylaws and policies. (A.16)
  - 10.6.1.5.5. To provide advice to the Presiding Officers of the Provincial Assembly and the Provincial Council, and upon request to the District(s), or Bargaining Units on:  
(A.16)
    - 10.6.1.5.5.1. matters of parliamentary procedures, the ordering of an agenda, and the sequencing of resolutions and procedures followed; (A.16)
    - 10.6.1.5.5.2. the drafting or phrasing of resolutions; (A.16)
    - 10.6.1.5.5.3. the possible effect of resolutions on procedures and/or on other resolutions; and (A.16)
    - 10.6.1.5.5.4. any other matters referred to it by one of these bodies. (A.16)
    - 10.6.1.5.5.5. To, upon request, provide a Speaker and/or Steering Committee to District or Bargaining Unit general meetings whenever possible. (A.16)
    - 10.6.1.5.5.6. To be responsible for the review of the constitution of each District and Bargaining Unit on a rotational basis every 5 years, with a report to the applicable District/Bargaining Unit; (A.16)
-

---

## Procedure 11 - Provincial Life Membership

### 11.1. **Conferring of Provincial Life Memberships**

11.1.1. Candidates must have served 6 years on Provincial Executive or 10 years on Secretariat in order to be nominated for a Provincial Life Membership. (A.15)

### 11.1.2. **Nomination for Provincial Life Membership(A.15)**

11.1.2.1. Nominations shall be submitted in writing to the General Secretary by April 30th. (A.15)

11.1.2.2. The General Secretary shall forward nominations to the Chair of Judicial Council. (A.15)

### 11.1.3. **Determination of Candidacy**

11.1.3.1. The Judicial Council shall determine if each nominee: (A.15)

11.1.3.1.1. is a member who is not currently under any sanction from the Judicial Council or Staff Association; and (A.15)

11.1.3.1.2. has no criminal conviction(s) for offence(s) which undermine the ethical standard of OSSTF/FEESO (including but not limited to theft, weapons, sex offences or violent, harmful or threatening behaviour). (A.15)

11.1.3.2. The Judicial Council shall forward the name(s) of the nominee(s) who meet the criteria outlined in 11.1.3.1 to the General Secretary to be considered as the candidate(s) for Provincial Life Membership. (A.15)

11.1.3.3. The General Secretary will forward the name(s) of candidate(s) to the Provincial Executive. (A.15)

### 11.1.4. **Appointment of Provincial Life Membership**

11.1.4.1. The Provincial Executive will make the final decision based on whether or not the candidate(s) has/ have provided meritorious and outstanding service at the Provincial level. (A.15)

11.1.4.2. Announcements and appointments to the Provincial Life Member Roll will be made at the Provincial Council's final meeting of the Federation year. (A.15)

### 11.2. **Removal from Provincial Life Member Roll**

11.2.1. A Provincial Life Membership may be removed from an individual upon: (A.15)

11.2.1.1. criminal conviction and/or (A.15)

11.2.1.2. official sanction by an adjudicating body, professional association, or other organization for, but not limited to, theft, weapons, sex offences, or violent, harmful or threatening behaviour. (A.15)

### 11.2.2. **Request for Removal from Provincial Life Member Roll (A.15)**

11.2.2.1. Removal may be initiated by:

11.2.2.1.1. the General Secretary or (A.15)

11.2.2.1.2. one or more current Member(s), by written request to the General Secretary. (A.15)

11.2.2.2. Requests for removal of a member from the Provincial Life Membership Roll shall be sent to the Chair of Judicial Council. (A.15)

- 11.2.2.2.1. The Chair of Judicial Council shall determine whether or not the criteria for removal are met. (A.15)
- 11.2.2.2.1.1. If the criteria are not met, the Chair of Judicial Council, in consultation with the General Secretary, shall send a letter to the Member(s) submitting the request, explaining the decision not to pursue the request. (A.15)
- 11.2.2.2.1.2. If the criteria are met, the request shall be sent to the Judicial Council. (A.15)
- 11.2.2.3. The Judicial Council shall evaluate the allegations identified in the request and determine whether or not the investigation of the request should proceed. (A.15)
- 11.2.2.3.1. If the Judicial Council determines not to proceed, the Chair of Judicial Council shall provide the reasons to the General Secretary, and shall send a letter to the Member(s) submitting the request explaining the decision not to proceed. (A.15)
- 11.2.2.3.2. If the Judicial Council decides to continue the investigation, the Chair of Judicial Council shall inform the General Secretary. (A.15)
- 11.2.2.3.3. The General Secretary shall send a registered letter to the Provincial Life Member that a request to remove them from the Provincial Life Membership Roll is being considered by the Judicial Council and requesting that the Provincial Life Member:  
(A.15)
  - 11.2.2.3.3.1. respond in writing to the allegations within 60 working days or (A.15)
  - 11.2.2.3.3.2. voluntarily resign from the Life Member Roll. (A.15)
- 11.2.2.3.4. If the Life Member resigns or does not respond within the established time lines, the Provincial Executive shall: (A.15)
  - 11.2.2.3.4.1. terminate the Provincial Life Membership; and (A.15)
  - 11.2.2.3.4.2. remove the Life Member's name from the Roll. (A.15)
- 11.2.2.3.5. If the allegations are challenged by the Life Member, the Judicial Council shall: (A.15)
  - 11.2.2.3.5.1. investigate by requesting written submissions from the Member(s) submitting the request and from the Life Member; (A.15)
  - 11.2.2.3.5.2. review the submissions; (A.15)
  - 11.2.2.3.5.3. make a determination; and (A.15)
  - 11.2.2.3.5.4. report their findings and recommendations to the Provincial Executive. (A.15)
- 11.2.2.3.6. If the recommendation is: (A.15)
  - 11.2.2.3.6.1. to uphold the Provincial Life Membership, the General Secretary shall send letters to both the Provincial Life Member and the Member(s) submitting the request indicating that the individual will remain on the Provincial Life Member Roll; (A.15)
  - 11.2.2.3.6.2. to revoke the Provincial Life Membership, the Provincial Executive shall: (A.15)
    - 11.2.2.3.6.2.1. terminate the Provincial Life Membership; and (A.15)
    - 11.2.2.3.6.2.2. remove the Provincial Life Member's name from the Roll. (A.15)

- 
- 11.3. **Suspension of Provincial Life Membership Privileges**
- 11.3.1. All rights and privileges of Provincial Life Membership shall be suspended while the Provincial Life Member is found to be in conflict of interest with OSSTF/FEESO. (A.15)
- 11.3.2. A Provincial Life Member shall be deemed to be in a conflict of interest during the period of time when the Provincial Life Member is engaged in employment where their duties would result in the Provincial Life Member: (A.15)
- 11.3.2.1. directly affecting the employment of active members of OSSTF/FEESO on behalf of the employer; and/or (A.15)
- 11.3.2.2. being actively involved in the negotiation of terms and conditions in any OSSTF/FEESO collective agreements directly/indirectly on behalf of the employer; and/or (A.15)
- 11.3.2.3. being directly involved in the grievance and/or arbitration process in an investigative and/or adjudication capacity either in a neutral role or on behalf of the employer. (A.15)
- 11.3.3. **Request for Suspension of Provincial Life Membership Privileges**
- 11.3.3.1. Suspension may be initiated by: (A.15)
- 11.3.3.1.1. the General Secretary; or (A.15)
- 11.3.3.1.2. one or more current Member(s) by written request to the General Secretary, outlining the specific criteria, as per 11.3.2, placing the Provincial Life Member in conflict of interest. (A.15)
- 11.3.3.2. Requests for suspension of privileges of a Provincial Life Member shall be sent to the Judicial Council. (A.15)
- 11.3.3.2.1. The Judicial Council shall evaluate the concerns identified in the request and determine whether or not the investigation of the request should proceed. (A.15)
- 11.3.3.2.1.1. If the Judicial Council determines not to proceed, the Chair of Judicial Council shall provide the reasons to the General Secretary, who shall send a letter to the Member(s) submitting the request, explaining the decision not to proceed. (A.15)
- 11.3.3.2.1.2. If the Judicial Council determines to proceed, the General Secretary shall send a registered letter to the Provincial Life Member stating that a review by Judicial Council has been initiated, and requesting that the Provincial Life Member respond in writing to the alleged conflict of interest within 60 working days. (A.15)
- 11.3.3.2.1.2.1. If the Provincial Life Member does not respond within the established time lines, the Provincial Executive shall suspend the Provincial Life Membership privileges until reinstated as per 11.4. (A.15)
- 11.3.3.2.1.2.2. If the suspension is challenged, the Judicial Council shall: (A.15)
- 11.3.3.2.1.2.2.1. investigate and review the allegations and the Provincial Life Member's response; (A.15)
- 11.3.3.2.1.2.2.2. make a determination; and
- 11.3.3.2.1.2.2.3. report its findings and recommendations to the Provincial Executive. (A.15)
- 11.3.3.2.1.2.3. If the recommendation is: (A.15)
-

- 11.3.3.2.1.2.3.1. to maintain the Provincial Life Member's privileges, the General Secretary shall send a letter to the Provincial Life Member and the Member(s) submitting the request, indicating that the request to suspend Provincial Life Membership privileges is denied. (A.15)
- 11.3.3.2.1.2.3.2. to suspend Provincial Life Membership privileges, the General Secretary shall send letters to both the Provincial Life Member and the Member(s) submitting the request, indicating that the privileges of the Provincial Life Member are suspended until reinstated as per 11.4. (A.15)
  
- 11.4. **Reinstatement of Provincial Life Member Privileges**
- 11.4.1. A Provincial Life Member may apply to have suspended privileges reinstated, by written request to the General Secretary, with supporting documentation to indicate that the conflict of interest no longer exists. (A.15)
- 11.4.2. The General Secretary will send the request and documents to Judicial Council for review. (A.15)
- 11.4.3. The Judicial Council will determine whether or not the conflict of interest continues to exist and will make its recommendation to the Provincial Executive. (A.15)
- 11.4.4. If the recommendation is: (A.15)
  - 11.4.4.1. to uphold the suspension of Provincial Life Membership privileges, the General Secretary shall send a letter to the Provincial Life Member indicating that the suspension will continue. (A.15)
  - 11.4.4.2. to reinstate Provincial Life Membership privileges, the General Secretary shall send a letter to the Provincial Life Member indicating that their privileges have been reinstated. (A.15)

## **Procedure 12 - Anti-Harassment Procedure**

- 12.1. **Complaints and Resolution Procedure (A.16)**
- 12.1.1. A member who has been identified as an Anti-Harassment Officer under Bylaw 4.4 shall follow the Anti-Harassment Complaints and Resolution Procedure. (A.16)
- 12.1.2. A member who believes they have been the target of harassment or discrimination at a provincially sponsored OSSTF /FEESO meeting or event is encouraged to take immediate action to ensure this behaviour is stopped. (A.15)
- 12.1.3. As a first step, the member should make it clear to the perpetrator that s/he finds the behaviour offensive, and ask that it be stopped. This can be done personally, either in writing or verbally, or with the assistance of a third party. (A.15)
- 12.1.4. If the behaviour recurs or persists, or if the member does not feel safe in approaching the perpetrator directly, they should speak with the designated officer(s) and ask them to act. (A.15)
- 12.1.5. If no officer has been identified, the member should speak with the Secretariat in charge to ask that this be done. (A.16)

- 12.1.6. The designated officer(s) will investigate the Complaint promptly, including separately interviewing the parties involved and any witnesses, with a view to resolving the problem informally. (A.16)
- 12.1.7. During this process, the designated officer(s), with the approval of the General Secretary, may remove the respondent temporarily from the meeting if circumstances warrant. (A.15)
- 12.1.8. The investigation shall be handled confidentially; however, all Complaints will be reported by the designated officer(s) to the General Secretary. (A.15)
- 12.1.9. If the Complaint cannot be resolved informally, the complainant will be asked to put the Complaint and all relevant information in writing. (A.15)
- 12.1.10. If the complainant chooses to provide such a written Complaint, it will be submitted to the General Secretary for action and it shall be the joint responsibility of the General Secretary and the Secretariat in charge to conduct an investigation, determine if the behaviour falls under the definition of harassment, and decide on appropriate remedial action. (A.15)
- 12.1.11. While conducting the investigation the General Secretary and Secretariat will be informed by an understanding of the systemic roots of discrimination and harassment as expressed in the OSSTF/ FEESO Equity Statement. (A.15)
- 12.1.12. The parties involved will receive a written report stating the findings and any action taken. (A.15)
- 12.1.13. Resolutions may include but are not limited to apologies, mediation, warnings, temporarily limiting access, or removal/exclusion from the meeting or event. (A.15)
- 12.1.14. If a decision is made to remove or exclude that member, and where this member is representing a Bargaining Unit or District, a confidential letter outlining the reasons for this decision will be sent to the president of the appropriate body. (A.15)
- 12.1.15. Decisions may be reviewed by the Appeals Committee of Provincial Council on the request of a member. (A.15)
- 12.1.16. The General Secretary shall keep a confidential file of all records and reports related to the investigation of written Complaints for a period of 5 years. (A.15)
- 12.1.17. None of the above restricts a member's right to file a Complaint with the Ontario Human Rights Commission or make a Complaint to police. (A.15)
- 12.2. **Request for Leave to Appeal an Anti-Harassment Policy and Procedure Decision**
- 12.2.1. A Request for Leave to Appeal a decision from the Anti-Harassment Policy and Procedure shall be submitted to the Chair of the Appeals Committee within 10 days of the date the decision appealed from was served, with copies of the request to the original Complainant or Respondent and to the General Secretary. (A.15)

- 12.2.2. The request for leave to Appeal shall state, in writing, the grounds and rationale for the appeal and the relief sought. (A.15)
- 12.2.3. The Appeals Committee will request submissions from the original Complainant or Respondent and the General Secretary with respect to whether Leave to Appeal should be granted. (A.15)
- 12.2.4. Leave to Appeal may be granted by the Appeals Committee if it is satisfied that the appeal raises matters of importance to the Federation involving the interpretation or application of the Provincial Anti-harassment Policy and Procedure, and the member seeking Leave to Appeal demonstrates an arguable case. (A.15)
- 12.2.5. The Appeals Committee of Provincial Council shall render a decision to grant or deny Leave to Appeal not later than fifteen days after receipt of a request for leave to Appeal, with copies to interested parties as in Procedure 6.1. (A.15)
- 12.2.6. The General Secretary shall appoint an advocate from a list of candidates approved by the Provincial Executive to the Complainant, the Respondent, and any other parties granted third-party status to assist in the preparation of hearings before the Appeals Committee of Provincial Council. (A.15)

---

## OSSTF/FEESO EXTERNAL POLICIES

(Determined under Bylaw 20, as amended at AMPA March 2023. All policies remain in effect for 10 years after their date of implementation or amendment. ('R' indicates the policy was renewed.))

### Policy 1 - Collective Bargaining Evaluation (CBEV)

#### 1.1. **Supervision for Growth and Performance**

It is the policy of OSSTF/FEESO that:

- 1.1.1. there should be clear separation between the evaluation of a Member for the purpose of making administrative decisions on the Member's future, and the supervision of a Member for the sole purpose of improving the Member's performance; (A.23)
- 1.1.2. where a Member is being supervised for the sole purpose of improving the Member's performance, then the resulting reports should be confidential to the Member and those directly assisting the Member. (A.23)
- 1.1.3. no evaluation reports should contain a rating statement other than satisfactory or unsatisfactory. (A.23)
- 1.1.4. where a Member has an unsatisfactory evaluation report placed on file, the Member should, upon request, have the right to an evaluation with a different class and/or by another evaluator. (A.23)
- 1.1.5. no report should be made on any Member by any higher authority without that Member being given an opportunity to initial the report and to make written comments if the Member so desires. (A.23)
- 1.1.6. a Member should be given a copy in writing of any report filed upon the Member. (A.23)
- 1.1.7. evaluation of Members by supervisory personnel should be by visits to the work area where Members fulfill the major proportion of their duties; (R.19)
- 1.1.8. credit course medians and other statistical data should not be used to evaluate the performance of a teacher or to compare the performance of teachers, and that there should be no expectation, either explicit or implied, that class or course medians or standardized test scores must fall within a specific range. (R.19)

#### 1.2. **Rights of Members**

It is the policy of OSSTF/FEESO that:

- 1.2.1. any evaluation should be preceded by at least 48 hours notice; (R.19)
- 1.2.2. evaluation of a Member should include evaluation in the field in which the Member either has spent the major amount of their working time or holds qualifications; and (R.19)
- 1.2.3. a Member should be entitled to have a colleague who is a Member of OSSTF/FEESO or a Secretariat member present at any meeting to which the Member

has been summoned, or which the Member has formally requested, for the purpose of discussing a professional difficulty. The Member should be informed of such entitlement, in writing, by the supervisor 48 hours in advance of such meeting. (R.19)

1.3. **Responsibility**

It is the policy of OSSTF/FEESO that:

- 1.3.1. wherever a Member is to be evaluated by a person who is not a Member of OSSTF/FEESO, the Member to be evaluated should be entitled to those rights, protections, and guarantees of due process which are in accordance with OSSTF/FEESO Policy and the Regulations under The Education Act and/or the Ontario Labour Relations Act. (A.23)
- 1.3.2. there should be no utilization of questionnaires to peers, parents, or students and interviews with peers, parents or students in the evaluation of a Member's performance. (A.23)
- 1.3.3. the employer should provide training in evaluation to any personnel who are involved in evaluating or supervising Members and that any such training should be directed towards a positive, professional growth model; and (R.19)
- 1.3.4. no Member should perform duties normally performed by administration, including but not limited to evaluating, disciplining, monitoring, interviewing, hiring, promoting or firing. (A.15)

1.4. **Members in Charge of Organizational Units**

It is the policy of OSSTF/FEESO that:

- 1.4.1. the role of Members in charge of organizational units is in mentoring for the improvement of classroom instruction and that it is the role of the principal and vice-principal to perform the evaluation of Members. (A.23)
- 1.4.2. Members in charge of organizational units should not be involved in writing evaluation reports on a Member. (A.23)
- 1.4.3. the Member in charge of an organizational unit should keep confidential at all times, between themselves and the Member concerned, all reports written by themselves while assisting the Member to improve their work performance. (A.23)
- 1.4.4. a Member in charge of an organizational unit should co-operate in the mentoring of other Member(s) in their organizational unit when requested by the other Member(s). (A.23)
- 1.4.5. sufficient time allowance should be given to Members in charge of organizational units within the regular work day to carry out ongoing professional-growth mentoring in addition to administration duties. (A.23)
- 1.4.6. the responsibility for evaluation of Members, including Members holding in-school positions of responsibility, should rest with the supervisor.(A.23)
- 1.4.7. evaluation of Members in positions of responsibility should be based upon factors agreed to by the employer and the bargaining unit. (A.23)

- 
- 1.4.8. if reports are written, copies of any evaluation should be supplied to the Member involved; and (A.23)
  - 1.4.9. the Member should have the opportunity to respond to any evaluation as has taken place and this response should be included in the file with the supervisor's evaluation report. (A.23)
  - 1.5. **Evaluation Procedures**  
It is the policy of OSSTF/FEESO that:
    - 1.5.1. members should be afforded 5 years and all necessary resources to become familiar with any new methodologies before their use during a performance appraisal; (A.19)

## **Policy 2 - Collective Bargaining Leave and Gratuity (CBLG)**

- 2.1. **Compassionate /Family Care Leave**  
It is the policy of OSSTF/FEESO that:
  - 2.1.1. collective agreements should provide for special leave for Members, with pay, for personal, domestic, civic, legal, or professional reasons; (A.23)
  - 2.1.2. every collective agreement should guarantee that Members will be granted leave with pay and without loss of benefits, seniority, or experience in cases of quarantine declared by the Medical Officer of Health or designate; (A.23)
  - 2.1.3. every collective agreement should guarantee that Members who must attend jury duty or who are witnesses in proceedings will be granted leave with pay and without loss of benefits, seniority, or experience; and (A.23)
  - 2.1.4. all collective agreements should contain language for the use of Compassionate Care benefits that provide for payment of a Member's full salary with no loss of sick leave credits, experience or seniority. (R.14)
- 2.2. **Special Leave**  
It is the policy of OSSTF/FEESO that:
  - 2.2.1. each collective agreement should contain a negotiated number of leave days for emergency use related to the care of a spouse/same-sex partner or other family member, to be available to a Member at the Member's discretion, at full salary and with no loss of sick leave credits, experience, or seniority; (A.23)
- 2.3. an exchange leave clause containing provisions for establishing the salary, allowances, increment, benefits, and term of a Member's exchange leave should be included in each and every collective agreement; and (A.23)
  - 2.3.1. every collective agreement should include provisions for Members to take leave days for dealing with domestic violence, to be available to a Member at the Member's discretion, at full salary and with no loss of sick leave experience, or seniority. (A.18)

---

2.4. **Leave of Absence**

It is the policy of OSSTF/FEESO that:

- 2.4.1. a Member on a leave of absence to campaign for election to political office, to serve in a full-time elected political office, or to assume a full-time appointed public office or position, should maintain full seniority rights with the employer. (A.23.)
- 2.4.2. all leaves of absence available to Members through their employment should be referred to in the collective agreement. (A.23)
- 2.4.3. the terms and conditions of a leave of absence should: (A.23)
  - 2.4.3.1. be clearly stated in writing; (A.23)
  - 2.4.3.2. be binding upon both parties; and (A.23)
  - 2.4.3.3. include a definite understanding with regard to the annual increment and the maintenance of benefits; (A.23)
- 2.4.4. at the conclusion of a leave of absence, every effort should be made by the employer to restore the Member to the position held immediately prior to the commencement of the leave; (A.23)
- 2.4.5. the employer should not request unreasonable notice when a Member wishes to extend a leave of absence; (A.23)
- 2.4.6. any Member going on any leave of absence (paid or unpaid) should accumulate full seniority while on leave; (A.23)
- 2.4.7. every collective agreement should contain provisions for a Deferred Salary Leave Plan; (A.23)
- 2.4.8. every collective agreement should contain provisions for a Member to take Federation Leave upon request for the purpose of carrying out Federation duties, based on the following considerations: (A.23)
  - 2.4.8.1. that credit for sick leave, experience, and seniority should be accrued throughout the leave; (A.23)
  - 2.4.8.2. that a Member on leave should be able to continue to be enrolled in employer benefit plans; and (A.23)
  - 2.4.8.3. that taking such leave should not be a factor in considering a Member for other leaves or for promotion. (A.23)
- 2.4.9. every collective agreement should contain a negotiated amount of fully-paid release time for Federation business; and (A.23)
- 2.4.10. every collective agreement should contain provisions for leave, which are separate and distinct from other types of personal leave, for religious observances without deduction from sick leave. (A.23)

2.5. **Personal Leave**

It is the policy of OSSTF that:

- 2.5.1. each collective agreement should contain a negotiated number of leave days for reasons confidential to the Member, to be available to a Member at the Member's

discretion, at full salary and with no loss of sick leave credits, experience, or seniority; (A.23)

2.6. **Sabbatical Leave**

It is the policy of OSSTF/FEESO that:

2.6.1. every collective agreement should contain an employer-paid educational leave program. (A.23)

2.7. **Pregnancy Leave**

It is the policy of OSSTF/FEESO that:

2.7.1. a pregnant Member should be entitled to up to 17 consecutive weeks of fully-paid pregnancy leave without loss of sick leave credits, the timing of which shall be at the Member's sole discretion; (A.23)

2.7.2. an employer should not terminate the employment of a Member because of the pregnancy regardless of the length of employment prior to the taking of a leave; (A.23)

2.7.3. an employer should continue to pay its share of benefit costs for a Member on pregnancy/parental leave; (A.23)

2.7.4. upon returning from pregnancy/parental leave, a Member should receive full seniority and credit for work experience for the period of the leave; (A.23)

2.7.5. if the employer requests a Member take more than 17 consecutive weeks of pregnancy/parental leave, the employer should do so in writing, and if the Member agrees, the Member shall continue to receive all salaries, allowances, benefits, seniority accumulation and sick leave credits for the period of such extension;

2.7.6. a pregnancy leave should be able to be extended as paid parental leave at the Member's discretion to a maximum of 2 years, inclusive of pregnancy leave; and (A.23)

2.7.7. pregnancy/parental leave should not be a factor in considering a Member for other leaves or for promotion. (A.23)

2.8. **Extended Parental Leave**

It is the policy of OSSTF/FEESO that:

2.8.1. extended paid parental leave should be granted to a Member at the Member's request to a maximum of 2 years, based on the following considerations: (A.23)

2.8.1.1. the credit for sick leave, experience and seniority should be accrued throughout extended parental leave; (A.23)

2.8.1.2. a Member on leave should be able to continue to be enrolled in employer benefit plans with the employer paying the full premium cost; and (A.23)

2.8.1.3. extended parental leave should not be a factor in considering a Member for other leaves or for promotion. (A.23)

2.9. **Cumulative Sick Leave**

It is the policy of OSSTF/FEESO that:

- 2.9.1. there should be a system of cumulative sick leave in every collective agreement; and (A.23)
- 2.9.2. collective agreements should provide for unlimited accumulation of sick leave credits. (A.23)

2.10. **Gratuity**

It is the policy of OSSTF/FEESO that:

- 2.10.1. there should be a sick leave credit gratuity plan and/or retirement gratuity plan in each and every collective agreement. (A.23)
- 2.10.2. no sick leave credit gratuity plan should have different classes of gratuities for different groups of Members within the same Bargaining Unit; (A.23)
- 2.10.3. there should be no removal or reduction of any sick leave credit gratuity plans, service gratuity plans and/or retirement gratuity plans; and (A.23)
- 2.10.4. a Member's entitlement to retirement gratuity should not be affected by participation in an early retirement incentive plan. (A.23)

**Policy 3 - Collective Bargaining Salary (CBS)**

3.1. **Salary Schedules**

It is the policy of OSSTF/FEESO that:

- 3.1.1. the salaries of all Active Members in a Bargaining Unit under the same employer should be based on the same criteria; (A.23)
- 3.1.2. there should be no provincial or regional salary schedules imposed by employers, groups of employers, government regulation or legislation; (A.23)
- 3.1.3. all collective agreements should ensure that, where competition for positions occurs, salary should not be used as a criterion for selection to these positions, nor should an applicant for a position be discriminated against on account of the length of their working experience; (A.15)
- 3.1.4. all collective agreements should ensure that, where competition for positions occurs, applications of Members will not be rejected because of salary considerations; (A.23)
- 3.1.5. a Member who is promoted should not take a decrease in salary; (A.23)
- 3.1.6. when a Bargaining Unit achieves a salary settlement, every Member should receive the same percentage increase, save for Members who receive differing percentages to correct historical inequities; and (A.23)
- 3.1.7. the salary rate for professional activity days worked should be the same as for any other days worked. (A.23)

---

3.2. **Minimum Starting Salaries**

It is the policy of OSSTF/FEESO that:

- 3.2.1. any change negotiated in the minimum salary should result in at least an equivalent change in the salaries of all Members in that group, including those at the maximum salary; and (A.23)
- 3.2.2. the method for calculating the starting salary of an experienced Member should be clearly defined in the collective agreement. (A.23)

3.3. **Teaching Salaries**

It is the policy of OSSTF/FEESO that:

- 3.3.1. a teacher's basic annual salary should be based on a maximum of 194 school days per year; (A.23)
- 3.3.2. the basic salary schedule should recognize the certification levels by appropriate differentials at minimum and at maximum; (A.23)
- 3.3.3. where a Member holding less than the basic qualifications is employed as a teacher, that Member should not be paid less than the minimum salary for a teacher in level one; (A.23)
- 3.3.4. recognition of teaching experience for the purpose of placement on the salary grid should be at the rate of the annual increment; (A.23)
- 3.3.5. remuneration for foreign teaching experience should be equal to that of domestic experience when the former is considered by the Federation to be equivalent to the latter; (A.23)
- 3.3.6. the collective agreement should recognize the following types of experience: (A.23)
  - 3.3.6.1. teaching experience (full time, part time, continuing education and occasional) in secondary schools, elementary schools, colleges and universities, technical institutes, professional schools, trade schools, and federally- and provincially-sponsored schools; and (A.23)
  - 3.3.6.2. related experience beyond the basic time required for entry to a faculty of education in business and industry, other professions, armed forces experience, and vocational trade experience. (A.23)
- 3.3.7. recognition of technical or related experience for the purposes of grid placement should be at the rate of the annual increment; (A.23)
- 3.3.8. additional positions of responsibility should be created, subject to negotiations; (Note: In this context "responsibility" refers to mentoring or administrative duties and does not imply payment of differentials for teaching in special subject areas, special classes, or special grade levels); (A.23)
- 3.3.9. the salary category in which a teacher is paid should be based upon the Certification Rating Statement issued to the teacher by OSSTF/FEESO or QECO; and (R.20)

3.3.10. additional qualifications, such as post-graduate degrees or extra degrees, should be recognized through financial remuneration achieved through negotiations. (A.17)

3.4. **Benefits**

It is the policy of OSSTF/FEESO that:

3.4.1. every collective agreement should include provisions dealing with benefits; (A.23)

3.4.2. minimal benefit provisions should include coverage for group life insurance, extended health care insurance, vision care insurance, comprehensive dental insurance, and long-term disability insurance; (A.23)

3.4.3. where locally bargained, coverage in any benefits plan should be determined by the Bargaining Unit based on the needs of the Membership; (A.23)

3.4.4. where locally bargained, a copy of the master policy of any benefit plan under which Members are insured should be provided to the Bargaining Unit by the employer; (A.23)

3.4.5. where locally bargained, actuarial, financial, enrolment, and experience information for any benefit plan under which Members are insured should be made available to the Bargaining Unit upon request; (A.23)

3.4.6. information regarding benefit coverage in any plan should be distributed to participating Members after every change in carrier and/or any plan amendments, and in any event, at least annually. (A.23)

3.4.7. where locally bargained, every Bargaining Unit should be represented on a joint benefits management committee administering insured employee benefit plans; (A.23)

3.4.8. Members on leave of absence should be entitled to maintain benefit coverage throughout the period of leave; (A.23)

3.4.9. membership in an LTDI plan established by the Bargaining Unit and/or the employer should be a condition of employment for a new Member as long as that person is eligible to receive benefits from an LTDI plan; (A.23)

3.4.10. every collective agreement should contain early retirement provisions; (A.23)

3.4.11. employers should contribute toward the premium cost of benefit coverage for Members who retire; and (R.19)

3.4.12. where a Member is enrolled in a group dental plan and/or extended health care plan with an employer, the Member's surviving spouse and/or dependents should be able to continue to participate in such plans for up to 10 years with premium costs paid by the employer. (R.19)

3.5. **Change in Boundaries**

It is the policy of OSSTF/FEESO that:

3.5.1. when changes are made in the boundaries of education jurisdictions, no Member should suffer a reduction in previously agreed upon financial allowances. (A.23)

3.6. **Continuing Education and Adult Education**

It is the policy of OSSTF/FEESO that:

- 3.6.1. teachers should receive teaching experience credits for salary purposes on the same basis for services in both regular day school programs and continuing and adult education programs up to a maximum of one year of credit per year; (A.23)
- 3.6.2. compensation for an integrated timetable should be equal to the compensation for a regular day school timetable as defined by the collective agreement; (A.23)
- 3.6.3. credit granting programs for adult students should be funded on the same basis as regular day school; and (A.23)
- 3.6.4. Members who function as instructors on Ministry of Education professional courses should be paid at an hourly rate equal to that paid to the regular instructors at the faculties of education. (A.23)

3.7. **Occasional Teachers**

It is the policy of OSSTF/FEESO that:

- 3.7.1. the daily rate of pay for an Occasional Teacher should be determined by dividing the yearly salary rate that the Occasional Teacher would earn under the regular teacher collective agreement for Members employed by the same employer by the number of school days in that school year; (A.23)
- 3.7.2. the rate of pay for Occasional Teachers replacing part-time teachers should be based on the greater of: (A.23)
  - 3.7.2.1. the fraction of the school day that the Occasional Teacher is required to be in the school; or (A.23)
  - 3.7.2.2. the applicable fractional daily rate for the teacher being replaced. (A.23)
- 3.7.3. collective agreements for Occasional Teachers should provide that Members be paid their regular daily rate of pay when their attendance is required at meetings of committees that are agreed to in the collective agreement; and (A.23)
- 3.7.4. previous teaching experience should be included in an Occasional Teacher's aggregate teaching experience used for salary determination. (A.23)

3.8. **Annual Increments**

It is the policy of OSSTF/FEESO that:

- 3.8.1. every qualified Member should progress from the minimum of the starting salary to the maximum salary by the increments provided in the schedule; and (A.23)
- 3.8.2. a multi-year collective agreement should contain salary adjustments in each year which match or exceed the increase to the cost of living. (A.23)

3.9. **Discrimination**

It is the policy of OSSTF/FEESO that:

- 3.9.1. there should be no discrimination in salary, hiring, promotion, tenure, or benefits on the basis of age, ancestry, citizenship, colour, creed, disability, ethnic origin,

family status, gender expression, gender identity, marital status, physical appearance, place of origin, political affiliation, race, religion, sex (including pregnancy and gender), sexual orientation or socioeconomic status. (A.15)

3.10. **Funding**

It is the policy of OSSTF/FEESO that:

3.10.1. funding arrangements should not be the determinative factor in establishing Member salaries; and (A.23)

3.10.2. Members, as publicly paid employees, should not be required to subsidize the balance of the community by accepting substandard wages and working conditions. (A.23)

3.11. **Improved Qualifications**

It is the policy of OSSTF/FEESO that:

3.11.1. any improvement in Member qualifications should result in an adjustment in salary effective on or before September 1 of the following school year. Notification of improved qualifications is the responsibility of the Member; and (A.23)

3.11.2. each teacher collective agreement should recognize the current Certification Plan; (A.23)

3.12. **Affiliate Negotiations**

It is the policy of OSSTF/FEESO that:

3.12.1. there should be no practice by employers and/ or government of unilaterally awarding terms and conditions negotiated by the OSSTF/FEESO to other affiliates without negotiation of contractual agreements with each affiliate. (A.14)

3.13. **Pay-By-Merit**

It is the policy of OSSTF/FEESO that:

3.13.1. there should be no system of payment of additional salary allowance (above the locally approved basic salary schedule) to Members who are deemed or designated as meritorious Members. (A.23)

3.14. **Sanctions**

It is the policy of OSSTF/FEESO that:

3.14.1. in the event the academic year or school/work day is extended by mutual consent or regulation after a sanction, additional remuneration, at regular rate of pay or better, should be paid to all Members for the duration of said extension; (A.15)

3.14.2. Professional Development or Professional Activity Days should not be reclassified as teaching days as a result of a previous lockout or strike; (A.23)

3.14.3. in all arrangements made by coaching and extracurricular organizations, there should be a statement that, as a prerequisite to entry into and eventual participation in tournaments and activities, the school of origin not be involved in a sanction; and (A.23)

- 3.14.4. employers should not require Members to work with volunteers in order to operate an educational program during a sanction. (A.23)

#### **Policy 4 - Collective Bargaining Employment Status (CBES)**

##### **4.1. Tenure/Job Security (A.15)**

It is the policy of OSSTF/FEESO that:

- 4.1.1. all collective agreements should contain job security provisions; (A.23)
- 4.1.2. collective agreements should contain provisions that ensure tenure and that guarantee all Members presently employed retain a position with the employer. Individual Member employment status should remain in force in all circumstances other than: (R.19)
- 4.1.2.1. where it is deemed useful, collective agreements should contain clauses which provide such options as: (A.17)
- 4.1.2.2. the transfer to other facilities within the jurisdiction of the employer; (A.17)
- 4.1.2.3. position in permanent supply; (A.17)
- 4.1.2.4. paid leaves of absence or sabbatical leaves for Members declared surplus by their employer; (A.17)
- 4.1.2.5. the assignment of a Member into a different subject area for which they are qualified or can be qualified before they begin their new duties; (A.17)
- 4.1.2.6. the primary consideration in the determination of whether a Member is redundant should be seniority with the employer as a Member of OSSTF/FEESO and that the process of identification and declaration should be contained in the collective agreement; and (A.23)
- 4.1.2.7. job security rights should apply equally to all Active Members in all positions that are filled by Active Members of the OSSTF/FEESO. (A.23)
- 4.1.3. in instances where tenure/job security is not achieved, local collective agreements should contain the following provisions for redundancy as applicable: re-training and requalification programs, recall and reinstatement procedures, severance pay and equivalent positions teaching in any night and summer school programs offered by the employer; (A.15)
- 4.1.4. any Member serving on an employer's committee, task force, or other working group, the results of whose recommendations could affect the status or well-being of Members, should be designated by the Bargaining Unit Executive. Bargaining Unit Executives may choose not to appoint a member; (R.19)
- 4.1.5. no Member should be demoted, dismissed, or disciplined without just cause, and that every collective agreement should contain such a provision; (A.23)
- 4.1.6. all collective agreements should contain provisions to ensure all occasional education workers have the right to have date of hire as an occasional education worker used as a factor in determining eligibility for long term occasional positions; (A.23)

- 4.1.7. any Member who is suspended or dismissed should be suspended with pay until the resolution of all contractual or legal proceedings concerning any disciplinary action; (A.23)
- 4.1.7.1. the removal by due legal process for just cause; and (A.23)
- 4.1.7.2. the resignation by the Member. (A.23)
- 4.1.8. every Member whose employment is terminated by an employer should be given the reason or reasons for such termination in writing. Where the reason is redundancy, the letter should affirm that the termination is unconnected with the Member's competence; (R.19)
  
- 4.2. **Part-Time Work**  
It is the policy of OSSTF/FEESO that:
  - 4.2.1. provisions for part time work should be incorporated into every collective agreement; (A.23)
  - 4.2.2. a Member on a part time assignment should receive full seniority and benefits for the duration of their part time service; (A.23)
  - 4.2.3. provisions which guarantee ease of movement between part time and full time assignments should be included in every collective agreement; and (A.23)
  - 4.2.4. a Member on a part time assignment should not be excluded from provisions negotiated for a Member on a full time assignment, solely as the result of their part time status. (A.23)
  
- 4.3. **Positions of Responsibility**  
It is the policy of OSSTF/FEESO that:
  - 4.3.1. the employer, in consultation with the local Bargaining Unit, should make every effort to place a Member in a comparable and vacant position in another work place; (R.19)
  - 4.3.2. any changes made in the organization or number of positions of responsibility should be: (R.19)
    - 4.3.2.1. negotiated between 2 parties, the Bargaining Unit and the employer; and (R.19)
    - 4.3.2.2. subject to ratification in accordance with the collective agreement; and (R.19)
  - 4.3.3. the Bargaining Unit and the employer should share in the organization of regular updating programs, subject to evaluation, review, and revision through negotiations. (R.19)
  - 4.3.4. employers should provide equal opportunities for positions of responsibility; (A.17)
  - 4.3.5. a Member in a position of responsibility, who, for reasons other than unsatisfactory work, finds their position revoked should have special consideration given to their experience at the position of responsibility when new vacancies occur; (A.23)
  - 4.3.6. where declining enrolment justifies the removal of a position of responsibility; (A.23)

- 
- 4.3.6.1. the employer, in consultation with the local Bargaining Unit, should make every effort to place a Member in a comparable and vacant position in another work place; and (A.23)
  - 4.3.6.2. failing above, the responsibility allowance of the Member should be retained for a period of at least 2 years during which time every effort should be made to place the Member in a comparable position. Should no position become available during the 2 year period, the Member should maintain the gross salary level achieved in the last month of the 2 year period until such time as basic salary adjustments and increments reach or surpass that level. (A.23)
  - 4.3.7. regular updating programs should be organized for those in positions of responsibility; and (A.23)
  - 4.3.8. regular updating programs should take place during regular hours of work. (A.23)
  - 4.4. **Change in Jurisdiction**  
It is the policy of OSSTF/FEESO that:
    - 4.4.1. when changes are made in educational or university sector jurisdictions, when a facility or program is absorbed by another employer, or when employers amalgamate, the seniority of the Members affected should continue as if service were uninterrupted; and (A.15)
    - 4.4.2. priority should be given to Members when staffing positions resulting from a partnership being taken over by the Employer. (A.17)
  - 4.5. **Term Appointments**  
It is the policy of OSSTF/FEESO that:
    - 4.5.1. there should be no unilaterally imposed term appointments for Members. (A.23)
  - 4.6. **Bilingualism**  
It is the policy of OSSTF/FEESO that:
    - 4.6.1. no Member should be declared redundant for lack of bilingual ability. (A.23)
  - 4.7. **Grievances**  
It is the policy of OSSTF/FEESO that:
    - 4.7.1. every collective agreement should contain a grievance procedure which includes provision for: (A.23)
      - 4.7.1.1. individual grievances; (A.23)
      - 4.7.1.2. class action (group) grievances; (A.23)
      - 4.7.1.3. initiation of grievance by the Bargaining Unit on behalf of a Member; and (A.23)
      - 4.7.1.4. policy grievances. (A.23)
    - 4.7.2. every collective agreement should contain a "no-reprisals clause" as part of the grievance procedure; (A.23)
    - 4.7.3. every collective agreement should contain an existing practices clause; and (A.23)
-

4.7.4. Grievance Officers should be granted release time at employer's expense to investigate and resolve grievances. (R.19)

4.8. **Non-Discriminatory Employment Practices**

It is the policy of OSSTF/FEESO that:

4.8.1. a qualified medical practitioner chosen by the Member should be the sole judge of the ability of a disabled Member to work. (A.23)

4.9. **Workplace Closure / Consolidation / Transfer**

It is the policy of OSSTF/FEESO that:

4.9.1. there should be no workplace closures, consolidations and/or transfers where viable alternatives exist; (A.23)

4.9.2. adult day students enrolled in credit granting programs should be recognized as having equal status with regular day school students when calculating enrolment in school transfer situations; and (A.23)

4.9.3. every collective agreement should contain provisions which protect members in the event of a workplace closure/ consolidation/transfer. (A.23)

4.10. **General Principles**

It is the policy of OSSTF/FEESO that:

4.10.1. the transfer of a French language school/campus and staffs to another employer should be subject to the process for closure as specified in the *Education Act* or other applicable statutes; (A.15)

4.11. **Provision of Additional Resources (financial/human) for Facilities Designated for Closure**

It is the policy of OSST/FEESO that:

4.11.1. when a final decision has been made to close a facility, there should be provision for separate components in the staffing formula to provide for additional staff; and (R.19)

4.11.2. to maintain programs in facilities designated for closure. (R.19)

4.12. **Staff Development**

It is the policy of OSST/FEESO that:

4.12.1. provisions for determining staff deployment should be consistent with existing practices for declaring surplus as identified in the collective agreement. (A.23)

**Policy 5 - Collective Bargaining Conditions of Work (CBW)**

5.1. **General Principles**

It is the policy of OSSTF/FEESO that:

5.1.1. research should continue into the nature of quality education and the working conditions which foster it; (A.23)

5.1.2. staffing structure should: (A.23)

- 5.1.2.1. serve the function of the workplace in its community; (A.23)
- 5.1.2.2. meets the needs of the students of that community; and (A.23)
- 5.1.2.3. be devised and approved by the staff concerned, provided that: (A.23)
- 5.1.2.3.1. the staff has first sought and received the advice of the Bargaining Unit Executive; (A.23)
- 5.1.2.3.2. the structure approved does not disqualify from any position of responsibility any Member presently qualified; and (A.23)
- 5.1.2.3.3. the structure does not permit the abolition of existing positions in favour of non-certified personnel. (A.23)
- 5.1.3. there should be no reduction in the rights of Members contained in a collective agreement as a result of the implementation of Employment Equity legislation; (A.23)
- 5.1.4. collective agreements should contain provisions dealing with modified work programs to accommodate Members who experience disabling illness or injury; and (A.23)
- 5.1.5. the terms and conditions of employment of a Member participating in a modified work program owing to disabling illness or injury should be subject to the mutual written agreement of the Member, the employer, and the Bargaining Unit in accordance with all applicable legislation and fully grievable under the appropriate provisions of the collective agreement. (A.23)
- 5.1.6. every collective agreement contains a no discrimination clause protecting the human rights of its Members; (R.14)
- 5.1.7. no employer should unilaterally impose Attendance Management systems without first providing an opportunity for OSSTF/FEESO to comment on such a policy; (R.14)
- 5.1.8. collective agreements should contain provisions to reserve the right to grieve the administration and/or application of any Attendance Management Policy; (R.14)
- 5.1.9. cooperative education students should not be used in any way which would result in fewer job opportunities for educational workers; (R.14)
- 5.1.10. an administrator should be present in the secondary or elementary school at all times during the regularly scheduled school day; (A.15)
- 5.1.10.1. employers should establish clear policies, procedures and protocols which clearly identify the designated Administrator in charge at all times in every educational facility and which do not contravene any collective agreements; (A.19)
- 5.1.11. once a course of study has formally concluded, the course teacher's workload should not be increased by the requirements of students from that course attempting to recover credits; (A.17)
- 5.1.12. employers should establish clear policies, procedures and protocols in every educational facility, which do not contravene any collective agreements: (A.19)
- 5.1.12.1. setting out the level of adult supervision required during all hours the building is open, hiring additional staff for supervisory purposes; (A.19)

- 5.1.12.2. clearly identifying which adults are responsible for which areas of supervision; and (A.19)
- 5.1.12.3. clearly establishing communication protocols in event of an emergency. (A.19)
- 5.1.13. teachers should not be assigned to 'student success initiative' duties which are already provided by or should be delivered by other OSSTF/ FEESO members or other unionized educational workers employed in the schools; and (A.17)
- 5.1.14. collective agreements should include provisions to protect all educational workers from unreasonable workloads. (A.18)
- 5.1.15. employers should acknowledge the need for representation of Black, Indigenous, and racialized groups among the educators who are teaching and supporting the anti-racism curriculum and timetable accordingly while avoiding tokenizing Black, Indigenous, and racialized teachers and education workers and putting all of the responsibility of anti-racism and anti-oppression education on them; (A.21)
- 5.1.16. employers should ensure that pathways to leadership positions must be transparent, readily available, and widely advertised; (A.21)
- 5.1.17. in order to successfully recruit and diversify employee groups, a systematic, multilevel process should be created and implemented by school boards/employers that include: redefining skill sets, mentorship, and human resource supports. This multilevel process should involve foregrounding voices of oppressed peoples, as well as partnering and collaborating with racialized and other equity seeking communities and groups; and (A.21)
- 5.1.18. equitable hiring and promotional practices should involve consideration of the whole cycle of hiring pre and post hiring, including diverse panels and taking into consideration the diversity of experiences from differing backgrounds. (A.21)

## 5.2. **Secondary School Departmental Organization**

It is the policy of OSSTF/FEESO that:

- 5.2.1. secondary schools should be organized into subject-based departments or other similar organizational units; (A.23)
- 5.2.2. the duties of Members in charge of departments or other similar organizational units or programs should be negotiated between the Bargaining Unit and the employer and clearly defined in the collective agreement; and (A.23)
- 5.2.3. teachers in charge of departments or other similar organizational units should hold specialist or honours specialist qualifications in one or more of the subjects taught in the department, or similar organizational unit, for which the teacher is appointed. (A.23)

## 5.3. **Hiring and Staffing Continuing Adult Education**

It is the policy of OSSTF/FEESO that:

- 5.3.1. local collective agreements should contain terms and conditions of employment for Members in continuing and adult education. (A.23)

- 
- 5.3.2. the workload of Members who work all or part of their assignment outside the regular workday should be no greater than the workload of Members who work during the regular work day. (A.23)
- 5.4. **Hiring and Staffing Practices**
- 5.4.1. **Educational Assistants/Educational Support Staff/Professional Student Services Personnel [ESS/PSSP] Services**
- It is the policy of OSSTF/FEESO that:
- 5.4.1.1. employers should employ qualified Educational Assistants/Education Workers/Professional Student Services Personnel [ESS/PSSP], where needed, to assist in the delivery of services to students; (A.23)
- 5.4.1.2. community colleges in Ontario should participate in the formulation of courses for Certified Educational Assistants; (A.23)
- 5.4.1.3. the calculation of the pupil-teacher ratio (complement of teaching staff) should not include Educational Assistants and volunteers; (A.23)
- 5.4.1.4. Psychological, social, speech-language and special education support services for students should be mandated and funded by the provincial government and be provided by qualified personnel employed by district school boards; (A.23)
- 5.4.1.5. workload for PSSP members should not exceed their ability to provide appropriate student services, as outlined in the code of ethics of their respective professional college or association; (R.17)
- 5.4.1.6. if partnerships with outside agencies in the educational system are required, they should only be used on a short-term basis to complement the services of PSSP and EA staff employed by school boards, and should only be agreed to when the following conditions have been met: (A.17)
- 5.4.1.6.1. the partnership is governed by a formal written agreement of the parties including term of the partnership, services to be provided, liability and consent issues, communication protocol, work space, and other terms and conditions appropriate for the specific project; (A.17)
- 5.4.1.6.2. the partnership will not replace services and/or positions that are or could be performed by PSSP and/or EA staff employed by school boards; and (A.17)
- 5.4.1.6.3. Qualifications of employees under the partnership must not be less than qualifications of school board employees performing equivalent work. (A.17)
- 5.4.2. **Loading Capacity of Classrooms**
- It is the policy of OSSTF/FEESO that:
- 5.4.2.1. any staffing formula for schools should reflect the proportions of the types of classes present; (A.23)
- 5.4.2.2. there should be no open concept classrooms; (A.23)
-

- 
- 5.4.2.3. the number of students in any given classroom should be limited by the size of the classroom and the number of available work stations in shops and laboratories, Ministry regulation, and due regard for the health and safety of the Members and the students; (A.23)
- 5.4.2.4. collective agreements should stipulate grievable class sizes that are not in excess of those class size maxima and student assignments outlined in the most recent recommendations issued by the Protective Services Committee; and (A.19)
- 5.4.2.5. there should be no open concept classrooms. (A.19)
- 5.4.3. **Program in Care**
- It is the policy of OSSTF/FEESO that:
- 5.4.3.1. the minimum standards for teaching facilities established under "Grants for Education Programs in Care, Treatment and Correctional Facilities" in the General Legislative Grant Regulations should include the following:
- 5.4.3.1.1. each teaching area should: (A.23)
- 5.4.3.1.2. have a minimum floor area of 40 square metres with no dimension of less than 6 metres; (A.23)
- 5.4.3.1.3. be sound proof; (A.23)
- 5.4.3.1.4. have adequate heat, light, ventilation and humidity; (A.23)
- 5.4.3.1.5. have adequate security; (A.23)
- 5.4.3.1.6. class size should be a maximum of 6 students; (A.23)
- 5.4.3.1.7. case/planning conferences with social workers should be scheduled regularly; (A.23)
- 5.4.3.1.8. teaching staff should not be required to discipline students by the application of physical force; (A.23)
- 5.4.3.1.9. the number of education workers accessible to teachers should allow for the production of class materials; and (A.23)
- 5.4.3.1.10. corrections staff should be sufficient to allow for out-of-classroom activities as needed. (A.23)
- 5.4.4. **School Day and School Year**
- It is the policy of OSSTF/FEESO that:
- 5.4.4.1. all collective agreements should contain definitions for the length of the school day and school year; (A.23)
- 5.4.4.2. no teacher should be required to perform duties beyond the definition of a school day or outside the defined school year unless the teacher consents and arrangements are made which provide the teacher with appropriate lieu time during the defined school year or equivalent financial compensation; (A.23)
- 5.4.4.3. no teacher should be required to teach more than 194 days in any calendar year; (A.23)
-

- 
- 5.4.4.4. discussions by an employer relating to the modified/year-round school year in any school or workplace where Members work should include representatives of the Bargaining Units; (A.23)
  - 5.4.4.5. if a school is modified to operate on a year-round basis with multiple tracks, transfer between the tracks should be based on seniority; (A.23)
  - 5.4.4.6. the introduction of any modification to the present school year in any school or workplace where the Members work should include: (A.23)
    - 5.4.4.6.1. negotiated changes to the collective agreement covering such Members and detailing their terms and conditions of employment in a modified/year-round employment relationship; (A.23)
    - 5.4.4.6.2. terms and conditions of employment that are no less favourable than before the modified/year-round school year was introduced; (A.23)
    - 5.4.4.6.3. priority for transfer on a seniority basis for Members who wish to work in a traditional model where a school changes to a modified/year- round school model; and (A.23)
    - 5.4.4.6.4. the right not to be involuntarily transferred from a school operating on a traditional school year basis to a school operating on a modified/year-round school basis. (A.23)
  - 5.4.5. **Special Education Integration**

It is the policy of OSSTF/FEESO that:

    - 5.4.5.1. where exceptional students are integrated into regular classrooms, there should be: (A.23)
      - 5.4.5.1.1. a limitation on the number of exceptional students integrated into a regular classroom; (A.23)
      - 5.4.5.1.2. a limitation on the number of integrated exceptional students assigned to any one teacher; (A.23)
      - 5.4.5.1.3. one full-time equivalent resource teacher for every 180 students in the total school population; (A.23)
      - 5.4.5.1.4. notwithstanding above, a maximum case load of 25 students for a full-time equivalent resource teacher;(A.23)
      - 5.4.5.1.5. the formation of special education services departments; (A.23)
      - 5.4.5.1.6. timetable allocations for in-school special education services team meetings; and (A.23)
      - 5.4.5.1.7. establishment/ retention of a full-time coordinator of secondary special education services. (A.23)
  - 5.4.6. **Special Education Resource and Withdrawal**

It is the policy of OSSTF/FEESO that:

    - 5.4.6.1. each Bargaining Unit should seek to negotiate caseloads that are not in excess of the following maximums: (A.23)
-

- 
- 5.4.6.1.1. with respect to a learning resource teacher - 20; and (A.23)
- 5.4.6.1.2. with respect to a behavioural resource teacher, in addition to the provision of appropriate educational workers - 20. (A.23)
- 5.4.7. **Timetabling**
- It is the policy of OSSTF/FEESO that:
- 5.4.7.1. a teacher's timetable should allow for teaching, preparation, marking and student mentoring; (A.17)
- 5.4.7.2. the additional preparation, workload and time requirements necessary for the preparation of documents related to Special Education, Student Success and/or students at risk and individual education plans (IEPs) should be formally recognized in teachers' and educational workers' collective agreements; (A.14)
- 5.4.7.3. multi-subject instructional periods should not be part of the timetable of a school day; (R.19)
- 5.4.7.4. the Ministry of Education should provide adequate funding to school boards to ensure that they are not required to schedule multi-grade/multi-level classes; (A.18)
- 5.4.7.5. no teacher should be required to teach more periods per day than is outlined in chart below, where the second number represents the possible teaching periods per day excluding lunch; Teaching Assignment: Periods per Day; 3:4, 3:5, 4:6, 5:7, 6:8, 6:9, 7:10 or more; (A.23)
- 5.4.7.6. in schools which are semestered, an appropriate time allowance between semesters should be allowed for the purposes of concluding one semester and preparing for the next as a basic condition for improving conditions of work for quality education; (A.23)
- 5.4.7.7. Members with disabilities should be given every possible consideration in their work assignments in relation to location of the work and the nature of assignments with due regard to the safety of the Members and the qualifications of the Members; (A.23)
- 5.4.7.8. a teacher should be given, before the beginning of each school year, a copy of that teacher's timetable for that school year. The timetable should include the following information: (A.23)
- 5.4.7.8.1. assigned classroom instructional periods or their equivalent; (A.23)
- 5.4.7.8.2. unassigned periods; (A.23)
- 5.4.7.8.3. assigned periods, which may include supervision and/or designated on-call periods and/or administrative periods; (A.23)
- 5.4.7.9. a teacher should be given in writing before the end of each school year that teacher's teaching assignment for the next school year; (A.23)
- 5.4.7.10. a teacher should receive a revised timetable where changes in the teacher's assigned duties are made; (A.23)
-

- 
- 5.4.7.11. the Branch President should be provided with 2 copies of each Branch Member's assigned timetable, one to be retained by the Branch President and one to be forwarded to the Bargaining Unit President for scrutiny and Bargaining Unit record-keeping; and (A.23)
- 5.4.7.12. collective agreements should include provisions to protect teachers of multi-grade and/or multi-level classes against unreasonable workload. (A.23)
- 5.4.8. **Educational Support Staff**  
It is the policy of OSSTF/FEESO that:
- 5.4.8.1. all employers should be required, in hiring practices, to give preference to those candidates for Education Worker positions who possess the appropriate academic qualifications and/or the equivalent for the position. (A.23)
- 5.4.9. **Exchange Teachers**  
It is the policy of OSSTF/FEESO that:
- 5.4.9.1. there should be voluntary exchange programs for Members within Ontario; and (A.23)
- 5.4.9.2. exchanges between supervisory officers and Active Members should require the approval of the Bargaining Unit. (A.23)
- 5.4.10. **Occasional Teachers**  
It is the policy of OSSTF/FEESO that:
- 5.4.10.1. the timetable for an Occasional Teacher should be subject to the same contractual provision(s) that would apply to the teacher who is replaced; (A.23)
- 5.4.10.2. occasional teachers should be provided:
- 5.4.10.2.1. the teacher's timetable (including supervision periods); (A.23)
- 5.4.10.2.2. the schedule identifying period times; (A.23)
- 5.4.10.2.3. up-to-date class lists and seating plans, a floor plan of the school; (A.23)
- 5.4.10.2.4. an outline of the school day cycle; (A.23)
- 5.4.10.2.5. a written statement of attendance procedures; (A.23)
- 5.4.10.2.6. key(s) for assigned areas; (A.23)
- 5.4.10.2.7. information on access to equipment and sources of assistance; (A.23)
- 5.4.10.2.8. name of the contact person; (A.23)
- 5.4.10.2.9. any safety plans; (A.23)
- 5.4.10.2.10. any asbestos and other designated substances survey for their workspaces; and (A.23)
- 5.4.10.2.11. a report form to provide feedback to the classroom teacher. (A.23)
- 5.4.10.3. collective agreements for Occasional Teachers should contain evaluation processes that provide for due process and fairness to all members; (A.23)
- 5.4.10.4. collective agreements for Occasional Teachers should include provisions for the development and maintenance of an Occasional Teacher list; (A.23)
-

- 
- 5.4.10.5. collective agreements for Occasional Teachers should contain hiring procedures that include provision for communication of the procedures to all the Occasional Teachers in the Bargaining Unit, posting of vacancies and recognition of accumulated experience; (A.23)
  - 5.4.10.6. all Occasional Teachers in the Bargaining Unit should be made aware, by the employer, of vacancies for long- term occasional assignments and for permanent positions for which they are qualified; (A.23)
  - 5.4.10.7. Occasional Teachers should have priority over external applicants in the hiring process; (A.23)
  - 5.4.10.8. collective agreements for Occasional Teachers should provide for labour-management committees; (A.23)
  - 5.4.10.9. collective agreements for Occasional Teachers should provide for the distribution of a copy of the collective agreement to each Member of the Bargaining Unit; (A.23)
  - 5.4.10.10. a bulletin board and a mailbox should be provided by the employer in each school for the use of the Occasional Teachers' organization; (A.23)
  - 5.4.10.11. employers should provide to Occasional Teachers opportunities for professional growth at the employer's expense and without breaks in service; (A.23)
  - 5.4.10.12. communication and feedback should be encouraged between Occasional Teachers and teachers being replaced; and (A.23)
  - 5.4.10.13. Occasional Teachers should be subject to assignments before or after the regular scheduled timetable only if those assignments were assignments for that day for the teacher(s) being replaced and if the Occasional Teacher was informed of this prior to accepting the position. (A.23)
  
  - 5.4.11. **Restructuring**  
It is the policy of OSSTF/FEESO that:
    - 5.4.11.1. any restructuring plan to be implemented in a school should have the prior approval of the majority of the members employed in the school and of the Bargaining Unit; (A.23)
    - 5.4.11.2. any restructuring plan to be implemented in a school should result in no loss of teaching positions or positions of responsibility; (A.23)
    - 5.4.11.3. teachers released from their regular teaching duties to plan or prepare for restructuring should be replaced by occasional teachers; and (A.23)
    - 5.4.11.4. any school committee established to implement restructuring should contain at least fifty percent representation of Members elected by Members from that school's staff. (A.23)
-

5.4.12. **School Libraries**

It is the policy of OSSTF/FEESO that:

- 5.4.12.1. each school should be staffed with sufficient teacher-librarians such that at least one qualified teacher-librarian is on duty for every time period during the regular school day; and (A.23)
- 5.4.12.2. school library information centres should be adequately staffed with qualified teacher-librarians and qualified technical/support staff to allow for the development and provision of necessary programs and services. (A.17)

5.4.13. **Responsibility of Teachers**

It is the policy of OSSTF/FEESO that:

- 5.4.13.1. no teacher regularly employed by an employer should be held responsible for the instruction and discipline of a class in a teaching area (even though a temporary or part-time instructor of specialized skills is employed) unless: (A.23)
  - 5.4.13.1.1. the teacher is teaching all or part of the class according to the timetable of the school; and (A.23)
  - 5.4.13.1.2. the teacher is free from other teaching duties during the period of instruction in such a manner that they can intervene immediately in the class situation. (A.23)

5.4.14. **On-Line Courses**

It is the policy of OSSTF/FEESO that:

- 5.4.14.1. the maximum workload of teachers responsible for courses offered for credit on-line should be set out in the collective agreement; (A.23)
- 5.4.14.2. Members involved in the on-line delivery of credit courses should be working in a regular secondary school during the regular school day and year; (R.14)
- 5.4.14.3. employers should provide to members teaching on-line credit courses all the adequate software and equipment necessary, including but not limited to high-speed internet access; (A.18)
- 5.4.14.4. public school board students enrolling in an eLearning class should not be placed in a course delivered by a Catholic school board; and (A.18)
- 5.4.14.5. when a teacher responsible for delivering an online course is absent, they should be replaced by a qualified occasional teacher. (A.18)

5.4.15. **Guidance**

It is the policy of OSSTF/FEESO that:

- 5.4.15.1. all necessary assessments and interventions required to identify and/or assist in programming for exceptional students, other than those required of qualified medical personnel, should be provided by qualified school board personnel; and (A.18)

5.4.15.2. courses or programs which are recognized by the Ontario Ministry of Education as counting towards the successful completion of the Ontario Secondary School Diploma (OSSD) in Ontario's English-speaking publicly-funded school boards should be taught by Members licensed to teach in Ontario or holding a Temporary Letter of Approval. (A.18)

5.5. **Assaults and Harassment**

It is the policy of OSSTF/FEESO that:

5.5.1. all student suspensions resulting from Complaints or acts or threats of violence or harassment towards any educational worker should be external suspensions in order to protect the safety and well-being of all educational workers, pending further investigation by school administration and/ or authorities; and (A.18)

5.5.2. in addition to expulsion and suspension, strategies for dealing with violence should include the provision of alternative programs staffed by unionized school board personnel who shall not be assigned to work alone. (A.19)

5.6. **Extra-Curricular Activities**

It is the policy of OSSTF/FEESO that:

5.6.1. Involvement in extra-curricular activities should be voluntary; (A.23)

5.6.2. employers should respect the right of any member to refuse involvement in extra-curricular activities; (A.17)

5.6.3. employers should respect the right of any member to refuse involvement in extra-curricular activities; (A.23)

5.6.4. member involvement in extra-curricular activities should not be subject to evaluation and should not be used as a basis for promotion; and (A.23)

5.6.5. there should be no monetary compensation for supervision of extra-curricular activities as long as it is considered a voluntary service. (A.23)

5.7. **Health and Safety Working Conditions**

It is the policy of OSSTF/FEESO that:

5.7.1. prior to the transition process, employers shall obtain and share all information with workers related to a risk of workplace violence from a student with a history of violent behaviour; (A.23)

5.7.2. during any pandemic or health emergency declared by Public Health Ontario (or other appropriate legal authority), Joint Health and Safety Committee (JHSC) meetings at workplaces where OSSTF/FEESO members are employed should increase in frequency to a minimum of once per month for the duration of the pandemic or health emergency; (A.23)

5.7.3. employers should provide potable water for drinking and food preparation on every floor and within 50 meters of where work is regularly performed, which does not exceed a concentration of 0.005 milligrams per liter for lead; (A.23)

- 
- 5.7.4. no Member should be required to conduct medical diagnostic testing, screening, or interpret the results of any testing or screening conducted on students for the purposes of determining their fitness to attend school; (A.23)
  - 5.7.5. all protections of Workplace Safety and Insurance Board and employer liability insurance should be provided to any Member who is harmed as a result of responding to inappropriate student behaviour; (A.23)
  - 5.7.6. collective agreements should contain provisions for the protection of Members with respect to the Occupational Health and Safety Act (OHSA) and its Regulations; (A.23)
  - 5.7.7. employers should provide Members with information about potential threats, potential hazards and individuals with a known history of violence as to enable Members the ability to work in a safe and healthy manner; (A.23)
  - 5.7.8. workplace inspections should be conducted by a certified worker member of the Joint Health and Safety Committee or Health and Safety Representative in accordance with the OHSA; (A.23)
  - 5.7.9. the minimum training for JHSC members or Health and Safety Representatives should be certification from the Workers' Health and Safety Centre; (A.23)
  - 5.7.10. employers, in consultation with local Bargaining Unit(s), should develop and review annually, emergency response procedures and alert systems; (A.23)
  - 5.7.11. construction or maintenance procedures that produce noise, airborne particles and/or gases which may result in adverse health effects to Members should be performed outside normal working hours whenever possible; (A.23)
  - 5.7.12. when construction and maintenance procedures must be carried out during normal working hours, appropriate safeguards should be undertaken to eliminate excess noise, airborne particles and/or gases; (A.23)
  - 5.7.13. if a Member suffers adverse effects as a result of construction and/or maintenance procedures, suitable alternate work should be assigned or a suitable replacement worksite should be arranged; (A.23)
  - 5.7.14. each employer should be responsible for providing and ensuring a safe and secure workplace, free from harassment and fear of harm to person and property, for all employees; (A.23)
  - 5.7.15. the school board-employed educational team should be a necessary component of a safe and healthy school; (A.19)
  - 5.7.16. employers should make it a priority to train all staff during regular working hours, with replacement coverage, if necessary, or consider using paid professional development days, using programs acceptable to the Bargaining Unit on issues of first aid, safety and emergency procedures; (A.18)
  - 5.7.17. employers should not require Members to participate in employer-mandated WHMIS training programs beyond the normal school/work day or outside the defined work schedule or school year without the consent of the Bargaining Unit; (A.15)

- 5.7.18. in the event that a Bargaining Unit gives assent for training beyond the normal school/work day or defined work schedule or school year, the employer should provide Members with appropriate compensation or compensating lieu time during the defined work schedule or school year; (A.15)
- 5.7.19. the employer should consult OSSTF/FEESO during the development of any Risk Assessment and Safety Plan required under the OHSA; (A.14)
- 5.7.20. the use of multi-site agreements with respect to Joint Health and Safety Committees should be supported where they are appropriate; (A.19)
- 5.7.21. Joint Health and Safety Committees and unions should be involved in the preparation of any pandemic plan and consulted during all aspects of its implementation; (A.19)
- 5.7.22. employers should not use worksites or school buildings or property as storage sites for polychlorinated biphenyl (PCB) wastes; (A.15)
- 5.7.23. all publicly funded educational institutions in Ontario should recognize the Day of Mourning for workers injured or killed on the job; (A.15)
- 5.7.24. education facilities should be equipped with Automatic External Defibrillators as part of the first aid equipment; (A.23)
- 5.7.25. each employer should establish policies relating to the administration of medication, medical procedures and physical procedures such that no teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the member to risk of injury or liability for negligence; such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding disabled pupils, postural drainage, manual expression of the bladder, and toileting assistance; (A.23)
- 5.7.26. employers should provide workplace training in the use of Automatic External Defibrillators; (A.23)
- 5.7.27. safety training should be provided by the employer on an annual basis, during the school day, to all staff assigned to teach practical Family Studies, Science, Art, and Technical Studies classes, if that subject is not on their OCT Certificate of Qualification and they have agreed to teach outside of their area of qualification; (A.15)
- 5.7.28. employers should not subscribe to the principles of behaviour-based safety, or blame workers for workplaces injuries; (A.17)
- 5.7.29. employers should take every precaution reasonable to protect workers as required by the OHSA; (A.17)
- 5.7.30. employers should take reasonable precautions to protect workers from domestic violence in the workplace, in accordance with Section 32.0.4 of the OHSA; (A.18)
- 5.7.31. employers should provide information and training during working hours on the issue of workplace violence and harassment to all education workers; (A.18)

- 5.7.32. notice of incidents of violence and harassment, accidents, injuries and occupational diseases should be provided to the Joint Health and Safety Committee as outlined by Sections 32, 51, and 52 of the OHS Act and Section 5 of the Industrial Regulations; (A.18)
- 5.7.33. ergonomic risk assessments should be completed, as necessary, for workers who use computers/ screens for a significant portion of their workday. The assessment should consider, but not necessarily be exclusive to, an examination of the following: (A.19)
  - 5.7.33.1. the amount of time spent on the screen; (A.19)
  - 5.7.33.2. the workstation design; (A.19)
  - 5.7.33.3. work tasks; (A.19)
  - 5.7.33.4. administrative control; and (A.19)
  - 5.7.33.5. lighting. (A.19)
- 5.7.34. all screens in educational workplaces should be light emitting diode (LED) screens; (A.19)
  - 5.7.34.1. notwithstanding 5.7.17, if LED screens are not possible, all screens should be liquid crystal display (LCD); and (A.19)
- 5.7.35. every member should have the right to a psychologically safe work environment and that every employer of OSSTF/FEESO members should establish and maintain a psychologically safe workplace which should include, but not be limited to, the National Standard of Canada for Psychological Health and Safety in the Workplace. (A.19)

## 5.8. **Transfers**

It is the policy of OSSTF/FEESO that:

- 5.8.1. employers should be encouraged to establish voluntary and reciprocal transfer schemes to allow Members to move to another worksite in the system; (A.23)
- 5.8.2. there should be no involuntary transfer of Members unless the transfer is effected through the surplus and redundancy procedures stipulated in collective agreements. (A.23)

## 5.9. **Work Areas and Resources**

It is the policy of OSSTF/FEESO that:

- 5.9.1. all Members should be provided with adequate individual preparation areas; (A.23)
- 5.9.2. employers should provide all Members with the requisite equipment and software to enable them to perform their jobs effectively; and (A.23)
- 5.9.3. all OSSTF/FEESO Members should have access to gender-neutral washrooms at their workplaces. (A.14)

## 5.10. **Bilateral Committees**

It is the policy of OSSTF/FEESO that:

5.10.1. any bilateral committee struck between a Bargaining Unit and an employer should, except as otherwise provided by law or specific OSSTF/FEESO policy, include at least as many OSSTF/FEESO representatives as there are employer representatives. (A.23)

5.11. **Volunteers**

It is the policy of OSSTF/FEESO that:

5.11.1. volunteers should not replace or displace Members or prevent laid-off workers from being recalled; (A.23)

5.11.2. at no time should a volunteer be used as a substitute for a Member who is absent from work; and (A.23)

5.11.3. if volunteers are assigned to an educational setting, the bargaining unit should be included in the discussion related to the assignments of tasks to the volunteers. (A.23)

5.12. **Surveillance**

It is the policy of OSSTF/FEESO that:

5.12.1. digital/electronic surveillance should be limited to security purpose and should not be used to monitor the performance of an OSSTF/FEESO Member; and (A.16)

5.12.2. OSSTF/FEESO Members should not have the responsibility of reporting on other OSSTF/FEESO Members and/or staff as a result of digital/ electronic surveillance or recording. (A.16)

5.13. **Impact of Technology**

It is the policy of OSSTF/FEESO that:

5.13.1. when Members are required to use voice mail, answering machines, e-mail or employer websites, this work should be limited to the work day; (A.15)

5.13.2. Digital communication, digital technology and digital literacy should take place in a manner that ensures that there are no reductions in the number of jobs for educational workers; (A.23)

5.13.3. the presence of cell phones in classrooms should be limited to occasions when educational workers, in their professional judgment, incorporate them into specific teaching strategies; (A.19)

5.13.4. incoming school telephone calls should be answered during normal hours of operations by support staff personnel normally responsible for those duties; (A.17)

5.13.5. there should be no compulsory use of voicemail, answering machines or e-mail; and (A.17)

5.13.6. educational workers who work with screens for a significant portion of their day should have regular access to natural light. (A.19)

5.14. **Employee Assistance Programs**

It is the policy of OSSTF/FEESO that:

- 5.14.1. employers should provide independent employee assistance programs within their jurisdictions at no cost to the employees. (A.17)

5.15. **School Community**

It is the policy of OSSTF/FEESO that:

- 5.15.1. variations in a Member's timetable, workload, or compensation which may arise from implementation of school community programs should be a matter for consideration in the negotiations of collective agreements. (A.23)

5.16. **Mentoring**

It is the policy of OSSTF/FEESO that:

- 5.16.1. where mentoring is offered as part of an induction program for newly-hired Members, the opportunity to act as a mentor should be voluntary; (A.17)
- 5.16.2. Members should not be penalized for not volunteering to act as mentors or for terminating their role as mentors; and (A.17)
- 5.16.3. time spent acting as a mentor should form part of a Member's assigned work time. (A.17)

**Policy 6 - Education Finance (EDFI)**

6.1. **Taxation**

It is the policy of OSSTF/FEESO that:

- 6.1.1. The locally elected representatives of the public, i.e., the boards of education, should retain the basic right to set their own budgetary priorities and to raise extra funds from local sources to meet the demonstrated needs of their local community; (A.23)
- 6.1.2. Funds sufficient to maintain and improve the quality of education in Ontario, as defined in the Salary, Professional Development, and other pertinent sections of these Policy Statements, should be ensured by a system of guidelines issued by the Minister of Education; (A.23)
- 6.1.3. Local school boards should retain complete autonomy over local assessment and taxation; and (A.23)
- 6.1.4. Local boards of education should receive their share of grants in lieu of taxes currently paid to and retained by local municipalities. (A.23)

6.2. **Government Funding**

It is the policy of OSSTF/FEESO that:

- 6.2.1. there should be no direct or indirect funding of private schools or religious schools; (A.23)

- 6.2.2. there should be additional government funding provided to district school boards to cover capital expenditures, including refurbishing of existing older plants and constructing new facilities; (A.23)
- 6.2.3. there should be no use of vouchers to fund schools; (A.23)
- 6.2.4. the Ministry of Education should ensure that there will be adequate sustained funding to support curriculum programs for public school education; (R.19)
- 6.2.5. there should be dedicated and transparent funding from the Ontario Government for support staff positions at all publicly funded Ontario Universities and Colleges;(A.14)
- 6.2.6. there should be increased, sustainable, and transparent funding from the Ontario Government for all publicly funded Universities and Colleges; (A.14)
- 6.2.7. funding for universities should not be tied to student graduation rates, student performance, or post-graduate employment rates; (A.15)
- 6.2.8. there should be dedicated and protected funding to maintain sufficient levels of support staff in schools, offices, libraries, and information technology departments; and (A.17)
- 6.2.9. the Ministry should provide appropriate funding to support any destreaming initiatives. (A.23)
- 6.3. **Publicly Funded School Boards**  
It is the policy of OSSTF/FEESO that:
- 6.3.1. should be only one publicly funded school system for each official language; (A.13)
- 6.3.2. no OSSTF/FEESO jobs should be lost as a result of moving to one publicly funded school system for each official language; and (A.13)
- 6.3.3. school boards should be held accountable through collecting and communicating disaggregated student and teacher data on destreaming. (A.21)
- 6.4. **Rating Capacity of School**  
It is the policy of OSSTF/FEESO that:
- 6.4.1. the Ministry of Education's "School Rating Capacity" should reflect school program and changes in school program; and (A.23)
- 6.4.2. publicly funded school boards should be encouraged to seek immediate revisions of the current Ministry secondary school capacity formula such that these revisions reflect the realities of the current curriculum, adult education, special education, collective agreements and other conditions that may prevail. (R.19)
- 6.5. **External Funding**  
It is the policy of OSSTF/FEESO that:
- 6.5.1. where universities acquire funding through private funds, research grants and/or donations, such funding should be transparent and should be made available for existing collective agreement provisions. (A.15)

## 6.6. Program Delivery

It is the policy of OSSTF/FEESO that:

- 6.6.1. with regard to the difficulties of declining enrolment and financing education, the Ministry of Education should: (A.23)
  - 6.6.1.1. fund district school boards such that the boards are not adversely affected by changes to capital or accommodation grants; (A.23)
  - 6.6.1.2. ensure sufficient program- based funding so that district school boards with very small enrolments in sparsely populated areas can offer a full range of program; and (A.23)
  - 6.6.1.3. give some financial protection to boards experiencing greater than average rates of enrolment decline. (A.23)
- 6.6.2. the Ministry of Education should ensure sufficient funding to allow for program viability in single secondary school communities; (A.23)
- 6.6.3. the per pupil expenditure grants should be set at realistic levels corresponding to current actual program costs; (A.23)
- 6.6.4. variations in program costs should be recognized by the Ministry of Education for grant purposes; and (A.23)
- 6.6.5. new program and curriculum initiatives introduced by the Ministry of Education should be completely funded by the Ministry; (A.23)

## Policy 7 - Educational Issues (EDIS)

### 7.1. Goals of Education

It is the policy of OSSTF/FEESO that:

- 7.1.1. the goals of education should, through the expansion of knowledge, enhance the student's ability to: (A.18)
  - 7.1.1.1. use language to think, learn and communicate effectively; (A.23)
  - 7.1.1.2. use mathematical skills with confidence in practical situations; (A.23)
  - 7.1.1.3. use science and technology to gain access to information and make decisions; (A.23)
  - 7.1.1.4. understand how history, geography, cultural and environmental forces shape the Canadian identity and the world; (A.23)
  - 7.1.1.5. actively appreciate the arts; (A.23)
  - 7.1.1.6. learn in a self-directed manner; (A.23)
  - 7.1.1.7. apply creative thinking skills to solve problems; (A.23)
  - 7.1.1.8. assume responsibility for a healthy life style; (A.23)
  - 7.1.1.9. understand group dynamics and decision making; (A.23)
  - 7.1.1.10. appreciate individual, religious and cultural diversity; (A.23)
- 7.1.2. the publicly funded public school system should recognize the following principles: (A.23)
  - 7.1.2.1. Universality - access for all;(A.23)
  - 7.1.2.2. Comprehensiveness - opportunity for all; (A.23)

- 7.1.2.3. Proficiency - achievement for all; and
- 7.1.2.4. Accountability - value for all. (A.23)
- 7.1.2.5. understand and challenge human rights violations such as sexism, racism, homophobia and harassment and other forms of such injustice including violence; (R.14)
- 7.1.2.6. critically evaluate all forms of media; (A.18)
- 7.1.2.7. choose an appropriate career path; and (R.14)
- 7.1.3. Ontario faculties of education should deliver their education programs in a way to assist teacher candidates in meeting the goals of education in Policy 7.1. (A.18)

## 7.2. **Charter Schools, Privatization and Commercialization**

It is the policy of OSSTF/FEESO that:

- 7.2.1. publicly funded schools in Ontario should not be funded by corporate partnerships and/or fundraising with private and/or business organizations; (A.23)
- 7.2.2. there should be no introduction of privatized management of school boards, school board operations or schools; (A.23)
- 7.2.3. all foods sold or served anywhere in the school during the day should meet high school nutritional standards; (A.23)
- 7.2.4. district school boards should hold public hearings and consultations prior to signing any exclusive contracts with vendors/suppliers; (A.23)
- 7.2.5. district school boards/schools should be prohibited from signing exclusive contracts with private vendors aimed at promoting brand loyalty among students; (A.23)
- 7.2.6. commercial signage should be prohibited on school property and school buses; (A.23)
- 7.2.7. district school board debate or decisions on matters involving privatization, outsourcing, or commercialization take place in public session at district school board meetings; (A.23)
- 7.2.8. publicly-funded school boards in Ontario should not outsource e-Learning to private and/or business organizations; (A.23)
- 7.2.9. there should be no public/private partnerships (P3s) in publicly funded education in Ontario; (A.18)
- 7.2.10. only accredited schools with fully qualified staff should be licensed to grant secondary school credits based on Ministry of Education curricula; and (A.16)
- 7.2.11. school boards should not permit any monopolizing/exclusivity or promotion of corporate media in the classrooms of Ontario's Education System. (A.23)

## 7.3. **Educational Change**

It is the policy of OSSTF/FEESO that:

- 7.3.1. Members should have meaningful involvement in the decision-making process affecting education at all organizational levels; (A.23)

- 
- 7.3.2. the making of policy decisions within each school should be the joint responsibility of the principal and all the staff; (A.23)
- 7.3.3. the Ministry of Education should provide for significant and official OSSTF/FEESO representation on all advisory committees which have a direct or indirect effect on publicly-funded education; (A.23)
- 7.3.4. any educational change should follow a Ministry of Education change protocol that: (A.23)
- 7.3.4.1. enhances the principles of universality, comprehensiveness, proficiency and accountability; (A.23)
- 7.3.4.2. clearly defines and articulates the purpose and goals of the reform; and (A.23)
- 7.3.4.3. includes a clear vision of student outcomes for both students leaving school to enter the workforce directly and students proceeding to post-secondary education. (A.23)
- 7.3.5. demonstrates that the educational change is consistent with evidence-based research; (A.18)
- 7.3.6. involves true collaboration with OSSTF/FEESO; (A.18)
- 7.3.7. the implementation of innovations should be undertaken only after proper pilot testing occurs in a controlled environment and with members involved officially, as equal partners, in the implementation and evaluation of the research conducted; and (A.18)
- 7.3.8. the Ministry of Education and the EQAO should examine the effects of socio-economic conditions and family background on the education and achievement of all students with the aim of making relevant school program changes. (A.23)
- 7.4. **Curriculum Review and Development**  
It is the policy of OSSTF/FEESO that:
- 7.4.1. the Ministry of Education, in conjunction with the teacher federations, should establish and maintain long-range planning policies and procedures for evidence-based curriculum development, implementation and review, which include: (A.18)
- 7.4.2. labour studies should be part of all relevant curricula; (R.19)
- 7.4.3. the Ministry should ensure that curriculum is inclusive (rather than exclusive) and that it emphasizes the lived experiences and histories of marginalized people, empowering students to think critically and challenge injustices, promoting respectful relationships and holding high expectations for all of its students; (A.21)
- 7.4.4. the Ministry of Education should create curriculum that is evidence-based, that is free from bias and discrimination, that promotes equity and inclusivity and is developed through partnership with teachers and education workers at every stage of the development process; (A.21)
- 7.4.5. the Ministry of Education should create specific programming to serve and support student needs; (A.21)
-

- 
- 7.4.6. Ministry curriculum writing teams should be composed of practicing Ontario teachers who have been recommended by the Affiliates of OTF or appropriate Subject Associations; (A.23)
- 7.4.7. any new curriculum developed for destreaming should provide clear assessment benchmarks and guidance for teachers and education workers, created in consultation with equity-seeking educators; and (A.21)
- 7.4.8. teachers should have the responsibility and the right to adapt and in special cases amend curriculum policy to the advantage of students. (A.23)
- 7.5. **Implementation and Delivery**  
It is the policy of OSSTF/FEESO that:
- 7.5.1. Members should be free to pursue the goals and objectives of courses being taught, in an atmosphere of openness and sensitivity, and in accordance with their professional judgment; (A.18)
- 7.5.2. Learning expectations in secondary education should be organized and delivered through subject disciplines and subject-based credits, such that an adequate range of subject options should be offered, in addition to the core curriculum, in all secondary schools of Ontario, and that, if necessary, special funding arrangements should be made to enable such a range to be offered; (A.23)
- 7.5.3. the Ministry of Education, in conjunction with the teacher federations, should establish and maintain long-range planning policies and procedures for evidence-based curriculum development, implementation and review, which include: (A.23)
- 7.5.3.1. a clear outline of the government's commitment to provide sufficient time, finances, human and material resources, in-service and professional development; (A.23)
- 7.5.3.2. provisions for conducting Ontario-based applied research in all areas related to student learning; (A.23)
- 7.5.3.3. provisions for Ministry-funded pilot projects which have an urban/rural and geographic distribution; (A.23)
- 7.5.3.4. provisions for incentive funding for school-based pilot projects; and (A.23)
- 7.5.3.5. provisions for research and pilot projects into curriculum development in alternative delivery systems. (A.23)
- 7.5.4. the Ministry of Education should provide, along with curriculum policy, appropriate course profiles, adequate funding for texts and other learning resources in both official languages, and appropriate professional development well in advance of the date of implementation; (R.14)
- 7.5.5. there should be no teaching of denominational religious courses as options for credit in the public secondary schools of Ontario, but that the acquisition of information about and respect for all religions should be recognized as an objective of the educational system; (A.23)
-

- 7.5.6. the scheduling, organization, and execution of programs of study, and inquiry into controversial, difficult, and disturbing issues should be a fundamental right of teachers in the schools of Ontario; (A.23)
- 7.5.7. all public boards of education should provide full-time, fully-funded early learning and care programs, including full-day, fully-funded junior kindergarten and senior kindergarten; (R.19)
- 7.5.8. full-day junior and senior kindergarten programs should be provided within the context of a full system of early learning and care guided by the following principles: (R.19)
  - 7.5.8.1. programming and curriculum should be child-centred, developmentally appropriate and should support growth in all developmental domains; (R.19)
  - 7.5.8.2. programs should be built on an integrated model that makes professional student services personnel and other supports available for children and families; (R.19)
  - 7.5.8.3. programs should provide a high quality and well-resourced learning and care environment with qualified, well-paid and well-supported staff; (R.19)
  - 7.5.8.4. programs should offer a universal entitlement to children and their families; (R.19)
  - 7.5.8.5. programs should be fully public and non-profit; and (R.19)
  - 7.5.8.6. programs should be founded on the principles of equity and inclusion; (R.19)
- 7.5.9. full-day junior and senior kindergarten programs should be staffed by an early learning team, including a minimum of a certified teacher and a certified early childhood educator in every classroom; (R.19)
- 7.5.10. the Prior Learning Assessment and Recognition (PLAR) program for regular day school students other than mature students should be withdrawn; (R.14)
- 7.5.11. in order to maintain the integrity and value of credits issued to secondary school students, any student success or credit recovery program implemented to enhance support for students should meet the following minimum requirements: (A.18)
- 7.5.12. music education should continue to be part of the school curriculum for all publicly funded schools from Junior Kindergarten to grade 12 and that funding should be made available for more music specialists; (A.15)
- 7.5.13. the Ontario Secondary School Literacy Course should be taught in a classroom by a qualified teacher; (A.16)
- 7.5.14. decisions about the streaming of students should be conducted in a manner that is sensitive to its historical impact on equity seeking groups; (A.19)
- 7.5.15. where computers and other digital technology should, according to the member's professional judgment, be an integral part of the instruction, assessment and evaluation process that: (A.18)
  - 7.5.15.1. devices and software should be provided to all members at the expense of the employer; (A.18)

- 
- 7.5.15.2. appropriate training should be provided during the work hours and at no cost to members; and (A.18)
- 7.5.15.3. the employer should ensure that all students have access to the technology required to fulfill the expectations of all curriculum programs in such a way that neither students nor OSSTF/FEESO members are disadvantaged. (A.18)
- 7.5.15.4. teachers and education workers should be provided quality resources and support by the school boards or Ministry of Education rather than being left to seek out accurate and detailed sources themselves; (A.21)
- 7.5.15.5. there should be communication and consultation between the Ministry of Education, OSSTF/FEESO, the school boards and Black, Indigenous, racialized students, as well as students living with disabilities in all matters related to destreaming; (A.21)
- 7.5.15.6. recommendations to help with the success of destreaming should be evidence-based; (A.21)
- 7.5.15.7. that there should be a commitment by the Ministry of Education to further investigation into teaching, learning, and curriculum studies required to determine more specific and effective instruction methods that would support a destreamed learning environment; (A.21)
- 7.5.15.8. class sizes for destreamed classes should be kept small; and (A.23)
- 7.5.15.9. teachers and education workers should be provided with appropriate training and access to additional resources prior to the implementation of destreamed classrooms. (A.23)
- 7.6. **Student Assessment and Evaluation**  
It is the policy of OSSTF/FEESO that:
- 7.6.1. Province-wide, system-wide, or international tests should not be used in the supervision or evaluation of teachers or to compare schools and/or district school boards; (A.23)
- 7.6.2. there should be no reintroduction of public, province-wide exit examinations; (A.23)
- 7.6.3. student assessment instruments should be developed by the Ministry of Education and/or district school boards in collaboration with the teaching federations during all stages of planning, development, implementation and review; (A.23)
- 7.6.4. if province-wide or system-wide tests are used, then they should: (A.23)
- 7.6.4.1. take into account the diversity of the student population in Ontario; (A.23)
- 7.6.4.2. be based on curriculum objectives; (A.23)
- 7.6.4.3. be used to make recommendations to improve student achievement; (A.23)
- 7.6.4.4. be used to make recommendations to improve teaching strategies and/or modify program; (A.23)
- 7.6.4.5. be free from discriminatory bias; (A.23)
- 7.6.4.6. be reported to the student and parent by appropriate personnel who have access to pertinent printed information; (A.23)
-

- 
- 7.6.4.7. be accompanied by current information useful in interpreting scores from test programs; (A.23)
- 7.6.4.8. employ a transparent and consistent passing standard, which is similar to that required for any secondary school credit, and which is established and released prior to the administration of the test; and (R.13)
- 7.6.4.9. have their design and evaluation procedures clearly and concisely explained to all members of the education community, including parents and students. (A.16)
- 7.6.5. the classroom teacher should be the primary assessor/evaluator of student progress; (A.23)
- 7.6.6. any assessment/evaluation strategy should be of benefit to the students; (A.23)
- 7.6.7. student assessment/evaluation should be a significant aspect of the learning process; (A.23)
- 7.6.8. students should be assessed and evaluated through a variety of written and non-written strategies; (A.23)
- 7.6.9. information from provincial standardized testing should not identify any student by class section or teacher; (A.23)
- 7.6.10. employers should accept zero as a mark when teachers, in their professional judgment, believe this is the appropriate mark; (A.18)
- 7.6.11. members should be allowed to use the assessment tools that, in their professional judgment, best meet the needs of their students and Ministry reporting requirements; (A.18)
- 7.6.12. teachers should only be required to complete report cards twice per course, as outlined by the Ministry of Education; (R.19)
- 7.6.13. the Ministry Identification Number of the Ontario Secondary School that grants each credit should be shown on the Ontario Student Transcript; (A.16)
- 7.6.14. province-wide or system-wide testing should not be administered in a format that disadvantages any students or limits them from full participation; and (A.16)
- 7.6.15. no Member should be required to use EQAO assessment as any part of a student's final mark. (A.18)
- 7.7. **Learning Resources**  
It is the policy of OSSTF/FEESO that:
- 7.7.1. Members should have the right to make fair use of copyright materials including programs carried on commercial radio or television; (A.23)
- 7.7.2. fair use provision should be provided in law and that compensation to copyright holders should be provided by the Federal and/or Provincial Government(s); (A.23)
- 7.7.3. Members should not be required to incorporate materials or information provided by business organizations into the curriculum to be used in their classrooms; (A.23)
- 7.7.4. there should be no arbitrary or unilateral removal of learning materials or units of study; (A.23)
-

- 
- 7.7.5. employers should have procedures satisfactory to staff for the selection of learning resources; (A.18)
  - 7.7.6. members of the teaching profession should have a fundamental right to exercise professional judgment to select the approach and resources that they consider most appropriate in presenting potentially controversial materials and topics; (A.23)
  - 7.7.7. all communications, publications, and curriculum materials should be inclusive and free of discriminatory bias and terminology; (A.23)
  - 7.7.8. adequate funding should be provided for learning resources in all grades, levels and subject areas; (R.13)
  - 7.7.9. the approval, and costs associated with the approval, of texts and other learning resources should be the responsibility of the Ministry of Education; (R.14)
  - 7.7.10. adequate funding of school library information centres should be provided to allow for a rich diversity of resources to meet the requirements of all curricular areas and the diverse reading and information needs of students; (A.18)
  - 7.7.11. no “Bring Your Own Device” policy should limit or disadvantage any student’s full participation in an education program; (A.16)
  - 7.7.12. members should have access to necessary support services provided by professional school board personnel to best meet student needs; and (A.18)
  - 7.7.13. any protocols created or adopted by any employer should respect, acknowledge, and include the lived experiences and input from the parents, students, educators and community members from racialized, marginalized, and historically oppressed groups. (A.21)
  
  - 7.8. **Professional Development**  
It is the policy of OSSTF/FEESO that:
    - 7.8.1. employers should provide ongoing in-service training programs designed in cooperation with OSSTF/FEESO members to improve the quality of education; (A.23)
    - 7.8.2. it should be the professional responsibility of members to participate actively in professional development programs; (A.23)
    - 7.8.3. professional development should be an activity that is designated specifically for the personal and professional growth of members and will be an activity that is initiated by, planned by, implemented by, and evaluated by member(s) and/or their elected or appointed representatives; (A.23)
    - 7.8.4. a professional activity should be an activity that is considered to be essential to the functioning of the educational system; (A.23)
    - 7.8.5. all members should have access to a variety of ongoing professional development growth opportunities to assist with the planning and implementation of effective and innovative educational practices; (A.23)
    - 7.8.6. members should be provided with a variety of opportunities to collaborate, share ideas and reflect upon educational concerns; (A.23)
-

- 
- 7.8.7. professional development should not be imposed on Members by the Ontario College of Teachers or any other body; (A.23)
- 7.8.8. members should have the right to determine, according to their professional judgment, the objectives and programs of their professional development activities; (A.18)
- 7.8.9. the content and format of Professional Development Days should be determined by the Bargaining Unit; (A.23)
- 7.8.10. all staff should be provided opportunities for employer-paid professional development on the use of screens in educational settings; (A.19)
- 7.8.11. all Members should be released from their work for at least one academic term every 7 years in order to participate in professional development activities; (R.14)
- 7.8.12. district school boards and employers should provide professional development opportunities such as training and resources to assist staff and students in the understanding of and coping with actual or suspected child abuse, child neglect or domestic violence and/or harassment and bullying in any of its variant forms towards all staff and students at risk; (A.19)
- 7.8.13. the Ministry of Education and employers should provide adequate funding, resources, preparation time and in-service opportunities during work hours to support any Ministry of Education or employer initiative which references a specific methodology or technology; (A.14)
- 7.8.14. professional development days should be implemented in a way that includes and does not reduce working days for permanent and occasional/casual education workers; (A.18)
- 7.8.15. employers/school boards should provide multiple and authentic professional learning opportunities for any member who may be required to teach or work in a fully Indigenous content course, and those opportunities should be paid for by the employer; (A.18)
- 7.8.16. the Province of Ontario should establish bursaries for all educational workers for purposes of updating or retraining; (A.23)
- 7.8.17. professional development days should be implemented in a way that includes and does not reduce working days for permanent and occasional/casual education workers; and (A.23)
- 7.8.18. any retraining of members, necessitated by the implementation of legislated and/or organizational changes resulting in the restructuring of educational program, should be funded by the government and/or employers and provided during regular school day. (A.16)
- 7.9. **Student and Parent Rights and Responsibilities**  
It is the policy of OSSTF/FEESO that:
- 7.9.1. equality of educational opportunity should be a matter of right for all Ontario students; (A.23)
-

- 
- 7.9.2. all publicly funded educational institutions should make available to students a variety of programs provided by the institution's personnel, to suit special needs. These programs should accommodate: (A.23)
  - 7.9.2.1. students at risk and students identified by the IPRC; (A.23)
  - 7.9.2.2. the need for work-study programs, co-operative education programs, linkage programs and apprenticeship programs, designed, co-ordinated, and evaluated by teachers and, where appropriate, in consultation with management and labour, to suit the vocational aims and expectations of students; (A.23)
  - 7.9.2.3. the need for flexible and bias-free entry, re-entry and transfer policies in response to individual student needs; and (A.23)
  - 7.9.2.4. the needs of students with regard to eliminating the effects of current and past gender role stereotyping, and the design of programs and resource materials to meet those needs. (A.23)
  - 7.9.3. All students should be encouraged to take a well-rounded program composed of both compulsory and non-compulsory subjects; (A.23)
  - 7.9.4. schools should be organized to provide:
  - 7.9.4.1. a variety of levels of instruction; (A.23)
  - 7.9.4.2. appropriate groupings of students for instructional purposes; (A.23)
  - 7.9.4.3. programs to assist students in selecting levels of instruction; (A.23)
  - 7.9.4.4. programs to ease transition between levels of instruction; and (A.23)
  - 7.9.4.5. safeguards which ensure that working class and immigrant students are not penalized by being disproportionately streamed into lower levels of academic instruction (A.23)
  - 7.9.5. corporal punishment should not be used in the disciplining of a student; (A.23)
  - 7.9.6. Program and curriculum reviews by the Ministry of Education should incorporate student feedback on the program and curriculum and that such feedback not be used to evaluate schools or staff; (A.23)
  - 7.9.7. no student should be refused admission to a secondary school on the basis of linguistic background; (A.23)
  - 7.9.8. the study of and inquiry into controversial, difficult, and disturbing issues should be a fundamental right of students; (A.23)
  - 7.9.9. school advisory councils should include, but not be limited to, parents, teachers, education workers, and students; and that such councils should be governed by a constitution which states clearly the goals, rights, and responsibilities of the council and recognizes the primacy of the Education Act and Regulations, and collective agreements; (A.23)
  - 7.9.10. Ontario parents should have the right to have their children educated in the Canadian official language of their choice, and that educational authorities should have the duty to provide suitable facilities to do so at all levels of education; (A.23)
-

- 
- 7.9.11. a parent's expression of concern about any aspect of a student's program and the suggestion of alternative contents and methods should be a fundamental right of the parents of the student; (A.23)
- 7.9.12. all publicly funded educational institutions should make available to students a variety of programs provided by the institution's personnel, to suit special needs. These programs should accommodate; (A.15)
- 7.9.13. students should be entitled to an education in an environment free of violence, harassment and bullying in any of its variant forms; (A.19)
- 7.9.14. policies, programs, curriculum and learning resources should be in place to ensure that all students have an opportunity to obtain an Ontario Secondary School Diploma; (R.13)
- 7.9.15. there should be no implementation of alternative or substitute Ontario Secondary School Diplomas; (R.13)
- 7.9.16. all Ontario employers who are covered by the provisions of the *Occupational Health and Safety Act* and who hire student employees on a part-time or casual basis should exercise their duty to provide information, instruction and supervision to protect the health and safety of those employees in the same manner as if they were regular full-time employees; (R.14)
- 7.9.17. all Ontario students should have access to gender neutral washrooms in their places of learning; (A.14)
- 7.9.18. Ontario students should have the right to use washrooms that co-relate with their identity and / or expression; and (A.14)
- 7.9.19. residents of Ontario without legal immigration status should have full access to public education. (A.16)
- 7.10. **Alternative Education**  
It is the policy of OSSTF/FEESO that:
- 7.10.1. students in alternative education programs/ schools should have access to the same resources, services and supports as students in the mainstream regardless of the number of students and/or location of the alternative education centre. (A.14)
- 7.11. **Continuing and Adult Education**  
It is the policy of OSSTF/FEESO that:
- 7.11.1. the delivery of secondary school credit courses, non-credit English as a Second Language (ESL/ LINC) and non-credit Literacy and Basic Skills (LBS) courses to adults should become a mandatory responsibility of district school boards; (A.18)
- 7.11.2. an appropriate education program should be offered in all adult provincial correctional facilities, taught by certified teachers and/or instructors employed under a teacher's and/or instructor's contract; (A.23)
-

- 
- 7.11.3. Secondary school graduation diplomas and/or their equivalency in adult and continuing education should be granted by secondary school principals of publicly funded school boards; (A.23)
- 7.11.4. adult and continuing education secondary school credits should be taught by qualified secondary school teachers through publicly funded school boards; (A.23)
- 7.11.5. the Ministry of Education in conjunction with teacher federations should develop and promote prior learning assessment programs to assist adult learners in achieving an Ontario Secondary School Diploma; and (A.23)
- 7.11.6. each school offering day school programs and continuing and adult education programs should be structured as an integrated administrative unit and should receive appropriate staff and budget allocation. (A.23)
- 7.12. **Special Education**
- It is the policy of OSSTF/FEESO that:
- 7.12.1. the Ministry of Education should create a central data bank, which would be easily available to all members, of different methodologies, resources, curriculum guides, and program models for the various exceptionalities; (A.23)
- 7.12.2. special education should be administered through a departmental structure complete with positions of responsibility; (A.23)
- 7.12.3. integration of an exceptional student into regular classes should be a flexible goal which means to the greatest degree possible; the degree of integration should change as the child's needs change; (A.23)
- 7.12.4. integration of an exceptional student into regular classes should be recognized as a "process" to allow exceptional students to reach their fullest potential and not just as a matter of placement; (A.23)
- 7.12.5. every student with an exceptionality should be identified by an Identification, Placement, and Review Committee; (A.23)
- 7.12.6. the Ontario Ministry of Education should provide provincial standards, curriculum guides and curriculum resources for all special education self-contained or partially self-contained classes; (A.18)
- 7.12.7. educational workers should be informed, on a confidential basis, of the identity of the exceptional students in their classrooms and the nature of the exceptionalities to enable the educational workers to meet the needs of those exceptional students; and (A.23)
- 7.12.8. there should be a positive and ongoing liaison and co-operation between the elementary and secondary schools to ensure that the process of an exceptional student's education is not interrupted. (A.23)
-

- 
- 7.13. **Co-operative Education**  
It is the policy of OSSTF/FEESO that:
- 7.13.1. the identification of potential placements and the placement, supervision and evaluation of students should be the responsibility of the co operative education teacher; (A.14)
- 7.13.2. every period or section of co-operative education on-site learning on a student's timetable should be covered by assigned teacher time, as specified in Regulations under the Education Act, and further that each co-operative education period or section should generate no more than 16 credits for which an assigned teacher is responsible; (A.23)
- 7.13.3. for each secondary school credit offered as part of a co-operative education program, the sum of the actual hours of in-school instruction and off-school site placement should be at least 110 hours; (A.23)
- 7.13.4. co-operative education programs should contain the following components: (A.23)
- 7.13.4.1. a training profile for each student, specifying the relationship between the co-operative education placement and the in-school component, and identifying the specific educational objectives of the placement; (A.23)
- 7.13.4.2. evaluation by the supervising teacher of the student's experience and performance in the placement on the basis of the objectives stated in the profile and the training profile should be made available to the school, the student and the employer; (A.23)
- 7.13.4.3. the monitoring and staffing of co-operative education programs should be on a regular and consistent basis; and (A.23)
- 7.13.4.4. students placed in co-operative education should be monitored by the teacher every forty hours worked by each student or every 2 weeks, whichever comes first. (A.23)
- 7.13.5. appropriate in-service programs should be provided for all teachers of co-operative education; (A.23)
- 7.13.6. teachers of subject-related co-operative education programs should meet the qualifications requirements of Regulation 298; and (A.23)
- 7.13.7. no employer should use a volunteer or co-operative program to replace or to diminish the number of employee positions available in that workplace. (A.23)
- 7.14. **Skills Training**  
It is the policy of OSSTF/FEESO that:
- 7.14.1. skills training should be developed within the context of the goals of education in Ontario; (A.23)
- 7.14.2. skills training programs should:
- 7.14.2.1. be open to all students; (A.23)
-

- 7.14.2.2. be designed to embody the generic skills built into the regular school program; (A.23)
- 7.14.2.3. incorporate information that enables the trainees to work safely; (A.23)
- 7.14.2.4. incorporate information to help trainees understand their rights both individually and collectively; and(A.23)
- 7.14.2.5. flow from teacher-based identification of skills needs, and should be developed in conjunction with labour as well as with employers or consultants. (A.23)
- 7.14.3. skills training programs appropriate for the age and developmental level of the trainees should be offered through public secondary schools; (A.23)
- 7.14.4. school workplace apprenticeship programs should be designed so that: (A.23)
- 7.14.4.1. successful graduates have the same options available to them as do graduates of the regular program; (A.23)
- 7.14.4.2. they have additional options which result from completing a considerable portion of an apprenticeship program; and(A.23)
- 7.14.4.3. they allow for the easy transition of students to and from the regular program. (A.23)

7.15. **Ministry of Education**

It is the policy of OSSTF/FEESO that:

- 7.15.1. the Ministry of Education should develop curriculum guidelines and programs on peace and nuclear disarmament and conventional disarmament and global education, in consultation with OTF and the Affiliates; (A.23)
- 7.15.2. global education should be a cross-curriculum priority in all public secondary schools and should incorporate the critical examination of the following: (A.23)
- 7.15.2.1. the impact of militarism and war on the planet and its inhabitants, including strategies for the promotion and maintenance of peace; in particular, conflict resolution as it applies to the human condition; (A.23)
- 7.15.2.2. the imperatives of environmental awareness, ecological balance, energy conservation and sustainable development within the context of global interdependency; (A.23)
- 7.15.2.3. the universal requirements for constitutional provisions and guarantees for human rights based on the principles of justice and equity for all; (A.23)
- 7.15.2.4. the causes and impact of underdevelopment in countries containing the majority of the world's population; and(A.23)
- 7.15.2.5. other concepts and developments which have an impact on the quality of human existence. (A.23)

7.16. **Anti-racism and Anti-discrimination**

It is the policy of OSSTF/FEESO that:

- 7.16.1. the use of school team names, clubs, logos, and mascots that are considered offensive, especially but not limited to Indigenous people, should be prohibited; (A.18)

- 
- 7.16.2. the Ministry of Education should provide the resources required to create a robust and comprehensive protocol guiding all police-student interactions that occur in or on school property, or in relation to events that occur in schools; (A.21)
- 7.16.3. employers should properly train and educate all teachers and education workers so that they have the confidence, sensitivity, and knowledge to accurately and respectfully provide anti-racism education to students in Ontario; (A.21)
- 7.16.4. the Ministry of Education should update the content, pedagogy, and development of anti-racism and anti-oppression education in Ontario; (A.21)
- 7.16.5. any research that fails to take an anti-oppression approach, should not be considered credible or relevant for new or revised publicly-funded school/ board policy, procedure, and/or program that involves the use of police; (A.21)
- 7.16.6. any and all policies and programs that have discriminatory effects on racialized students, particularly Black, Indigenous, racialized, marginalized students as well as students living with disabilities and those of the 2SLGBTQI+ communities should be rescinded and not be permitted in any Ontario school or board of education; (A.21)
- 7.16.7. all School Resource Officer (SRO) or other similar programs and related policies that have led to the securitization and surveillance paradigm in Ontario schools should end immediately; (A.21)
- 7.16.8. the Ministry of Education and employers should provide significant and official representation based on the principle of equal partnership on all committees established to identify, develop, implement, and monitor policy and make recommendations regarding materials related to anti-discrimination education; (A.23)
- 7.16.9. employers should examine curricula and practices in workplaces with the object of eliminating stereotyping in all facets of the learning process, including role modelling, classroom management practices, resource materials, use of technology, curricula and guidance programs; (A.23)
- 7.16.10. all employers, in co-operation with OSSTF/FEESO Bargaining Units, should develop, implement and monitor policies on equity and diversity; (A.23)
- 7.16.11. Governments should provide adequate time, funds and resources for educators to implement anti-discriminatory curriculum, policies, practices and in-service; (A.23)
- 7.16.12. the cultural and racial identities of students should be affirmed in an equitable and appropriate way through learning experiences in schools; (A.23)
- 7.16.13. employers, in cooperation with each Bargaining Unit, should identify and eliminate bias and discriminatory barriers in existing curriculum programs, school structures and learning materials; (A.23)
- 7.16.14. the Ministry of Education should conduct an immediate, independent, third-party review of every "Police-School Board Protocols" document for all schools in Ontario; (A.23)
-

- 
- 7.16.15. professional development programs should be provided about the authentic historical experiences of Black and racialized people from their perspective; and (A.23)
- 7.16.16. employers ensure that training intended for individuals in decision-making positions should contain explicitly anti-racist and anti-oppressive content. (A.23)
- 7.17. **Teacher Qualifications and Training**  
It is the policy of OSSTF/FEESO that:
- 7.17.1. all teachers who teach credit courses in Ontario should be required to hold an Ontario Teacher's Certificate or equivalent qualifications as allowed by the Ontario College of Teachers; (A.23)
- 7.17.2. the qualifications and training of teachers should be relevant to the development and needs of the students in the divisions in which they are teaching; (A.23)
- 7.17.3. consecutive pre-service teacher education required to earn a Bachelor of Education degree and a teaching certificate should be limited to one full school year; (A.23)
- 7.17.4. faculties/schools of education should ensure that admission practices and policies permit equality of access for all teacher education candidates; (A.23)
- 7.17.5. the pre-service curriculum should include a professional issues component; and (A.23)
- 7.17.6. all costs associated with the piloting and full implementation of any induction program should be borne by the Government of Ontario. (A.23)
- 7.17.7. induction/mentorship programs: (A.23)
- 7.17.7.1. should be accessible to all new teachers and new occasional teachers; (A.23)
- 7.17.7.2. should be fully funded by the Ministry of Education, and include funding to allow new teachers to engage in reflective practice activities and to meet with their mentors; and (A.23)
- 7.17.7.3. assigned to a new teacher, should be two-thirds teaching load and one-third time for reflective practice without any reduction in salary for the reflective practice portion. (A.23)
- 7.17.8. there should be no reduction or substitution for wage-earning experience requirements for technical teachers as presently required for the admission to faculties/schools of education; (A.23)
- 7.17.9. all faculty of education programs should be informed by current evidence-based research; (A.18)
- 7.17.10. any entry-to-profession testing be limited to assessments based on and administered within the normal pre-service courses delivered by an accredited Ontario faculty of education; and (R.13)
- 7.17.11. Ontario faculties of education should include in their teacher education programs the study of students at risk as mandatory course work. (R.14)
- 7.17.12. associate and mentor teachers: (A.23)
- 7.17.12.1. participation should be voluntary; (A.23)
-

- 7.17.12.2. stipends for duties should be paid to the teacher, and be considered pensionable; (A.23)
- 7.17.12.3. should be responsible for 1 teacher candidate per placement: (A.23)
- 7.17.12.4. should give priority to teacher candidates enrolled in teacher education programs at publicly funded Ontario universities; (A.23)
- 7.17.12.5. should be identified, selected and trained following guidelines developed in consultation with OSSTF/FEESO and other affiliates; (A.23)
- 7.17.12.6. should have access to ministry-allocated funding for time release in order to be able to meet with their teacher candidate/mentees; and(A.23)
- 7.17.12.7. should have access to grants provided by the Ministry of Education specifically designated for teacher education practicum and internship programs to cover the costs of reduced workloads. (A.23)
- 7.17.13. faculties of education should encourage the active involvement of students and staff with local Districts; (A.23)
- 7.17.14. adult education should be a 3-Part Specialist course; (A.23)
- 7.17.15. all consultants, coordinators, and master teachers with duties and responsibilities relating to the secondary panel should be required to have secondary school qualifications and experience; and (A.23)
- 7.17.16. equity and human rights issues should be included in all Faculty of Education programs. (A.16)
- 7.18. **Junior High Schools and Intermediate Division**  
It is the policy of OSSTF/FEESO that:
- 7.18.1. secondary education should encompass programs from grades 7 through 12; (R.14)
- 7.18.2. In order to ease the transition from grade 8 to 9, the Ministry of Education should provide increased resources that would allow for improvement in a wide range of services such as the following:
- 7.18.2.1. increased collaboration between secondary and elementary staff in areas such as curriculum, evaluation, counselling, staff development, community-school activities and co-operative strategies to address the special needs of individual students; and
- 7.18.2.2. Voluntary staff transfer and exchange opportunities.
- 7.18.3. junior high schools and senior public schools should be recognized as secondary schools; ( A.23)
- 7.18.4. junior high schools should meet or be working towards the achievement of the requirements of “secondary education,” which in this context implies the following minimum requirements:
- 7.18.4.1. a rotary system which makes it possible to provide curricula suited to the needs of individual students;
- 7.18.4.2. guidance counselling provided by trained personnel;
- 7.18.4.3. organized departments headed by the holder of a Subject Specialist Certificate;

7.18.4.4. fully equipped libraries under the direction of professional teacher librarians; and the availability of suitable staff, facilities, and equipment for the teaching of a broad range of subjects. (A.23)

7.19. **Colleges of Applied Arts and Technology**

It is the policy of OSSTF/FEESO that:

7.19.1. the Association of Colleges of Applied Arts and Technology of Ontario, the Ministry of Colleges and Universities and the Ministry of Education should provide resources for improved collaboration between members in secondary schools and college teachers in areas related to program delivery and student admissions. (A.15)

7.20. **Academic Year**

It is the policy of OSSTF/FEESO that:

7.20.1. the school year should consist of a maximum of 194 school days, and that no fewer than 9 school days should be designated as paid Professional Activity Days, at least 2 of which be used for professional development purposes; (A.23)

7.20.2. no fewer than 15 instructional days should be designated as examination days; (A.23)

7.20.3. there should be no change in the college/university year that would adversely affect the employment opportunities of students and the scholastic opportunities of members; and (A.23)

7.20.4. the academic year of a post-secondary institution should be as defined by or otherwise bargained with the institution. (A.15)

7.21. **Electronic and Distance Education**

It is the policy of OSSTF/FEESO that:

7.21.1. any electronic and distance education in Ontario should be delivered by certified, fully salaried teachers, using curriculum developed in Ontario, and with controlled class sizes no larger than comparable courses in a regular secondary school; (A.23)

7.21.2. any course offered by a school board for credit online should be part of the board's day school credit course program; (A.23)

7.21.3. any distance education courses which offer Ontario secondary school credits should be delivered by district school boards or provincial school authorities and be fully funded by the Ontario government; (A.23)

7.21.4. electronic or distance education credit courses should only be offered to students for whom a comparable course is not available in the regular day school program; (A.23)

7.21.5. no student should be offered electronic or distance education as the only way to obtain a secondary school credit course; (A.23)

7.21.6. any electronic or distance education program should be developed in the context of the Ontario curriculum and assessment policy; (A.23)

- 
- 7.21.7. students taking electronic and distance education courses should be given advance information about course requirements, equipment needs and techniques for succeeding in distance education courses, as well as technical training and support throughout the course; (A.23)
- 7.21.8. personal interaction should be maintained in distance education courses among students and between teachers and students through electronic means, with opportunities for face-to-face interaction provided whenever feasible; (A.23)
- 7.21.9. an articulation agreement between an Ontario community college and a district school board should guarantee that OSSD credit courses or their equivalent offered under programs covered by the agreement be provided by qualified secondary school teachers employed by the district school board; (A.23)
- 7.21.10. any electronic or distance education program should encompass a full range of student services, such as student advising and guidance, counselling, support staff and appropriate technological training and support for both students and staff; (A.18)
- 7.21.11. students should not be required to take eLearning courses; (A.18)
- 7.21.12. the Ministry of Education should develop clear indicators for evaluating the quality of secondary school credit courses offered online; (R.14)
- 7.21.13. the Ministry of Education should ensure that all students in publicly-funded schools should have equal access to online credit courses, including but not limited to covering the cost of online credit courses for low-income students and making available hardware, software and Internet access; (A.18)
- 7.21.14. the Ontario Secondary School Literacy Course should not be offered as an online credit course; (R.14)
- 7.21.15. electronic and distance education in elementary, secondary, and post-secondary institutions should not have a negative impact on the workload, job security, or funding for OSSTF/FEESO members; (A.18)
- 7.21.16. post-secondary institutions should ensure that opportunities exist for all students to have equal access to electronic and distance education courses; and (A.15)
- 7.21.17. members should not have their personal data collected by the employer or any outside organization or corporation while using their own devices on non-employer networks. (A.18)
- 7.22. **First Nation, Métis and Inuit Education**  
It is the policy of OSSTF/FEESO that:
- 7.22.1. the teachings of First Nation, Métis and Inuit peoples (their culture, history, science and technology) should be integrated across the curriculum and at all grades; (A.14)
- 7.22.2. any initiative that makes an Indigenous Studies course and/or a current compulsory course for graduation that is delivered as a fully Indigenous content course should be developed in full consultation with organizations and local communities, as well as OSSTF/ FEESO; (A.18)
-

- 
- 7.22.3. professional development programs should be provided about the authentic historical experiences of First Nation, Métis and Inuit people from their perspective; (A.14)
  - 7.22.4. appropriate instructional resources to support the inclusion of the teachings of First Nation, Métis and Inuit peoples should be provided; (A.14)
  - 7.22.5. the Federal government should fully fund a second official language instruction (ESL/FSL) for First Nation, Métis and Inuit students that require such instruction; (A.14)
  - 7.22.6. any form of standardized testing to assess First Nations, Métis and Inuit students should accommodate their linguistic and cultural understandings; (A.14)
  - 7.22.7. the provincial and federal levels of government should provide stable funding to First Nations, Métis and Inuit language and culture education programs; (A.14)
  - 7.22.8. funding should be provided by government to programs for First Nations, Métis and Inuit to become qualified in various educational professions; (A.14)
  - 7.22.9. where it does not violate seniority rights, or any other provision of a collective agreement, senior Native Studies courses should be taught by those who hold qualifications to teach Native Studies; (A.14)
  - 7.22.10. Native Studies qualification courses should be widely available; and (A.14)
  - 7.22.11. all worksites should acknowledge the traditional lands upon which they are built. (A.19)

### 7.23. **School Councils**

It is the policy of OSSTF/FEESO that:

- 7.23.1. school councils should be optional; (R.14)
- 7.23.2. school councils should be advisory; (R.14)
- 7.23.3. school councils should have no involvement in the evaluation, hiring, firing or promotion of any school personnel; (R.14)
- 7.23.4. school councils should not be obliged to raise funds for schools; (R.14)
- 7.23.5. school councils should avoid activities that would result in commercialization of schools; (R.14)
- 7.23.6. school councils should advocate for quality and diversity of school programs; and (R.14)
- 7.23.7. councils should advocate for the interests of all students in the school. (R.14)

### 7.24. **Character Education**

It is the policy of OSSTF/FEESO that:

- 7.24.1. if character education programs are implemented in Ontario schools, adequate funding should be provided to district school boards and other employers for planning, resources, staff development during the school day, and release time to research and introduce and run the programs. (R.14)

7.25.           **Dual/External Credit Programs**

It is the policy of OSSTF/FEESO that:

- 7.25.1.       all Dual Credit programs should meet the requirements of Part 2 Policy and Program Requirements for Secondary Schools – Ontario Secondary Schools, Grade 9-12: Program and Diploma Requirements 2016. (A.18)

7.26.           **Professional Judgment**

It is the policy of OSSTF/FEESO that:

- 7.26.1.       new pedagogical tools and/or techniques should be used at the discretion of the educational worker; (A.14)
- 7.26.2.       professional judgment should be informed by peer-reviewed educational research; (A.18)
- 7.26.3.       with the exception of technologies prescribed for students through an IEP, the use of any technology in the classroom or learning environment should be at the professional judgment of the member; (A.14)
- 7.26.4.       school management should support the professional judgment of educational workers in enforcing cell phone policies; (A.19)
- 7.26.5.       the professional judgment of teachers and educational workers, acting within the policies and guidelines established by the Ministry and their employer, should be critical in determining the strategy that will most benefit student learning; (A.18)
- 7.26.6.       evaluation of student learning should be the responsibility of the teacher and educational worker and should not include the judgment of the student or of the student's peers; (A.18)
- 7.26.7.       teachers and educational workers, in their professional judgment, should determine the format and frequency of communicating student progress to parents/guardians, students, and administration outside of the mandated Provincial Report Cards; and (A.18)
- 7.26.8.       teachers should be permitted to assign percentage or other penalties for late assignments including entering a mark of "zero", using their professional judgment. (A.18)

**Policy 8 - Communications/Political Action (CPA)**

8.1.           **Wage and Price Controls**

It is the policy of OSSTF/FEESO that:

- 8.1.1.       there should be no wage controls. (R.19)

8.2.           **Negotiations Legislation**

It is the policy of OSSTF/FEESO that:

- 8.2.1.       provincial discussion tables or any similar collective bargaining processes imposed by the Ontario Government should be subject to the provisions of the Ontario Labour Relations Act. (R.19)

8.3. **Members' Rights**

It is the policy of OSSTF/FEESO that:

- 8.3.1. every negotiated collective agreement should include a clause guaranteeing the democratic right of Members to protest, even if necessary during work hours, against government policies perceived to be unjust and that the only penalty levied against any Member should be limited to the loss of pay equivalent to the time absent from duties for the purpose of the protest; (A.15)
- 8.3.2. no member should suffer financially due to pregnancy and parental leaves; and (R.19)
- 8.3.3. There should be no violence against peaceful demonstrations and demonstrators. (A.23)

8.4. **Global Priorities**

It is the policy of OSSTF/FEESO that:

- 8.4.1. an immediate commitment to the elimination of poverty, violence against women, human trafficking for the purposes of exploitation, illiteracy, malnutrition, disease and homelessness, wherever possible. (A.14)

8.5. **Federal/Provincial Government**

It is the policy of OSSTF/FEESO that:

- 8.5.1. the *Ontario Workplace Safety and Insurance Act* should be amended so that the psychological and/ or physical effects of workplace bullying are compensable in a manner comparable to any other recognized workplace injury; (R.14)
- 8.5.2. regulations should be enacted under the *Occupational Health and Safety Act* to address acts of workplace violence including physical or psychological violence or bullying in the workplace; (R.14)
- 8.5.3. regulations should be enacted under the *Occupational Health and Safety Act* to address ergonomic hazards in workplaces; (A.19)
- 8.5.4. all Canadians should be entitled to publicly funded and publicly delivered universal health care; (R.19)
- 8.5.5. the provincial and federal governments should support, through appropriate funding, the research and advocacy done by women's equality-seeking groups; (R.19)
- 8.5.6. no legislation proposed by any provincial or federal government should limit the ability of citizens to exercise their Constitutional right to free and peaceful assembly; (A.13)
- 8.5.7. the Government of Canada should ensure that, upon arrival, all temporary foreign workers have a clear path to Permanent Resident status free from employer-dependent barriers; (A.19)
- 8.5.8. the federal government should provide transfer payments to provinces for the funding of programs including, but not limited to, autism, language instruction for

- 
- Newcomers to Canada, skilled trades, accessibility for people with disabilities or special needs, and early learning and childcare; (A.23)
- 8.5.9. the federal government should provide transfer payments to provinces for the special education funding of every student; (A.23)
- 8.5.10. the federal government should continue to provide transfer payments to the provinces for post-secondary education, with built in guarantees that the funding will be used by the provinces for post-secondary education; (A.23)
- 8.5.11. there should be no trade arrangements made by the federal government of Canada that increase unemployment and/or jeopardize Canada's political or cultural sovereignty, social programs, or the rights of unions and other employee organizations and groups; (A.23)
- 8.5.12. federal and provincial taxation policies should be based on progressive corporate and personal income taxes which result in an equitable distribution of taxation; (A.23)
- 8.5.13. the government of Ontario and the government of Canada should implement fair and progressive tax policies; (A.23)
- 8.5.14. a revised Canadian constitution should declare that all persons have the right to a job, an education, health care, and a clean environment. (A.23)
- 8.5.15. the federal government should establish a permanent House of Commons committee on economic policy, whose function would include: (A.23)
- 8.5.15.1. conducting public pre budget hearings; (A.23)
- 8.5.15.2. conducting an annual national forum on economic policy; and (A.23)
- 8.5.15.3. conducting studies to show the impact of federal economic policy on equality of educational opportunity. (A.23)
- 8.5.16. the Ombudsman Act should cover all of the public sector; and (A.19)
- 8.5.17. local, provincial and federal governments' Basic Income Guarantee pilot programs and research, should share and publicize the data and results. (A.18)
- 8.6. **Environment**
- It is the policy of OSSTF/FEESO that:
- 8.6.1. employers should develop policy and programs to promote environmental awareness and protection; (A.16)
- 8.6.2. taxing and/or banning plastic bags and similar plastic packaging items such as plastic can rings and bubble wrap should be supported in the Province of Ontario; (R.19)
- 8.6.3. all new school buildings and board of education facilities should be carbon neutral, and that existing schools should be provided funding by the Ministry of Education and the Ministry of Training, Colleges and Universities to retrofit buildings to ensure that they operate at optimal efficiency; (A.16)
- 8.6.4. all schools should be accessible by walking, biking, or public transportation and that this accessibility should be a factor in deciding the location of any new buildings; (A.16)
-

- 8.6.5. the Ministry of Education should provide funding to school boards to install solar panels, wherever physically possible and appropriate, on all school and board properties; (A.16)
- 8.6.6. gasoline-powered buses should be phased out and replaced with hybrid or electric buses; (A.16)
- 8.6.7. all school board personnel should be provided with proper training and infrastructure and the services of support staff to help create, implement and support a zero waste recycling program for all publicly-funded schools; (A.16)
- 8.6.8. climate change curriculum should be embedded and implemented in all secondary and elementary curriculums; (A.16)
- 8.6.9. that the appropriate Ministries should develop education programs that outline both the health and environmental benefits of reducing meat consumption; (A.16)
- 8.6.10. all levels of government in Canada should tax meat produced from factory farms with high methane gas emissions; (A.16)
- 8.6.11. all levels of government should develop retraining, re-employment, and relocation program supports for workers dislocated by the transition to a low-carbon economy; (A.16)
- 8.6.12. the federal government should develop a national transit strategy with provincial governments which would expand investment in public transit in all urban centres and develop inter-city high speed rail infrastructure and provide incentives for drivers to use electric vehicles; and (A.16)
- 8.6.13. all levels of government in Canada should require that all large companies disclose their carbon footprint profile. (A.16)
  
- 8.7. **Rights of Women and Girls**  
It is the policy of OSSTF/FEESO that it
  - 8.7.1. is a fundamental human right for women and girls:
    - 8.7.1.1. to have access to at least 12 years of quality, publicly-funded education; (A.14)
    - 8.7.1.2. have freedom of choice about their reproductive health; (A.14)
    - 8.7.1.3. to have unrestricted, publicly funded access to all medical treatments related to their health; (A.14)
    - 8.7.1.4. to have freedom of choice without pressure from individuals, government or religious authorities; and (A.14)
    - 8.7.1.5. Canada should create and implement a National Action Plan to end gender-based violence. (A.23)

---

## Policy 9 - Pensions (PEN)

### 9.1. Contributions

It is the policy of OSSTF/FEESO that:

- 9.1.1. all Members should contribute to the Ontario Teachers' Pension Plan (OTPP) or the Ontario Municipal Employees Retirement System (OMERS) or another defined benefit pension plan, where membership in OTPP or OMERS is not possible. (A.15)

### 9.2. Pension Credits for Non-Salaried Members

It is the policy of OSSTF/FEESO that:

- 9.2.1. for pension purposes only, Members employed in education who are paid at an hourly rate and who contribute to the OTPP should receive one day of credit in the OTPP for each 5 hours of employment; and (R.14)
- 9.2.2. for pension purposes only, teaching 7 Ontario Secondary School credits in a continuing education program should earn one year of credited service in the OTPP. (R.14)

### 9.3. Deficit/Surplus

It is the policy of OSSTF/FEESO that:

- 9.3.1. OMERS and OTPP surpluses and the surpluses of other pensions of Members should be used only to improve pension benefits. (A.23)

### 9.4. General

It is the policy of OSSTF/FEESO that:

- 9.4.1. the Income Tax Act of Canada should be amended so that, for registration of a pension plan in Canada, a provision be included in every plan to permit the repayment of a refund if the purpose for repaying the refund is to transfer pension credit from the plan to another plan; (A.23)
- 9.4.2. pension legislation should be amended to allow members to purchase credit for refunds taken from plans that now have reciprocal agreements with OMERS and/or the OTPP and/or with other pension plans of members; (A.23)
- 9.4.3. the Ontario Teachers' Pension Plan Statement of Investment Policy and Goals should include ethical screens permitted within the legal framework of existing pension legislation; (A.23)
- 9.4.4. pension plans to which our members contribute should become signatories to the United Nations Principles for Responsible Investment; (R.19)
- 9.4.5. pension plans to which OSSTF/FEESO members contribute should not invest in companies that contribute to killing, torture, deprivation of freedom, or other violations of human rights; (A.14)
- 9.4.6. the Canada Pension Plan should be expanded as outlined by the Canadian Labour Congress; and (A.14)

- 9.4.7. all member pension plans should take into account climate change risks in the development of long-term investment strategies; (A.16)

## **Policy 10 - Educator Associated Organizations (EAO)**

### **10.1. Ontario College of Teachers**

It is the policy of OSSTF/FEESO that:

- 10.1.1. the Ontario College of Teachers Act 1996 should be repealed; (A.23)  
10.1.2. notwithstanding Policy 10.6.1, in the interest of natural justice, the Ontario College of Teachers should observe the R v Jordan Ruling of the Supreme Court in dealing with discipline Complaints in a timely manner. (A.18)

### **10.2. Faculties of Education**

It is the policy of OSSTF/FEESO that:

- 10.2.1. each faculty of education should maintain a department of continuing teacher education in consultation with OSSTF/FEESO for the purpose of teacher retraining, upgrading, and professional development; (A.23)  
10.2.2. all deans of faculties of education in Ontario should possess a teacher's certificate or license in accordance with the rules and regulations of the jurisdiction in which the qualifications were granted; and (A.23)  
10.2.3. Ontario faculties of education should include in their teacher education programs an awareness of human rights violation such as sexism, racism, homophobia, harassment, bullying in any of its variant forms, or any other such injustice, including violence and its impact on students and society. (A.19)

### **10.3. Private Schools**

It is the policy of OSSTF/FEESO that:

- 10.3.1. publicly funded school boards and post secondary institutions should neither promote nor facilitate the granting or processing of private school credits; (A.19)  
10.3.2. a student's transcript should indicate when a secondary school credit has been awarded by a private school, including the name of the school; (R.14)  
10.3.3. there should be no legislation or government regulation removing from secondary school principals and vice-principals their right to determine their membership in OSSTF/FEESO; (A.23)  
10.3.4. OSSTF/FEESO should not be required to accept responsibility for persons engaged by employers as secondary school teachers and who have not yet begun to teach in Ontario, unless such a person holds an approved teaching certificate valid in the Province of Ontario; (A.23)  
10.3.5. OSSTF/FEESO should not be required to accept responsibility for persons engaged by employers as secondary school teachers and who have not yet begun to teach in Ontario, unless such a person is or has been a member in good standing of an OTF Affiliate, is or has been a qualified member in good standing

- 10.3.6. of a CTF Affiliate, or is a signed-up Member of an OSSTF/FEESO Bargaining Unit duly constituted under the Ontario Labour Relations Act; (A.23)
- 10.3.7. there should be cooperation among Affiliates of OTF; (A.23)
- 10.3.8. staff appointments to OTF should be made with due regard to the principle of bilingualism; and (A.23)
- 10.3.8. teachers should be Members of OSSTF/FEESO if they teach all or a major portion of their assignment in the secondary panel of a school board which is recognized in the Education Act as having the obligation or having the privilege to elect to perform the duties of a secondary school board. (A.23)

## **Policy 11 - Miscellaneous (MISP)**

### **11.1. Participation in Union Activities**

It is the policy of OSSTF/FEESO that:

- 11.1.1. no union member should encounter barriers to union involvement based on family status; and (A.19)
- 11.1.2. no union member should be negatively financially impacted by involvement in union activities. (A.19)

### **11.2. Sexual Harassment**

It is the policy of OSSTF/FEESO that:

- 11.2.1. Members and all employees of OSSTF/FEESO should be free from sexual harassment; (A.23)
- 11.2.2. sexual harassment should be defined as per the Ontario Human Rights Code; and (A.23)
- 11.2.3. employers of Members should consult with employees to establish policies and strategies and implement professional development programs in order to eliminate sexual harassment. (A.23)

### **11.3. Harassment and Bullying Policy**

It is the policy of OSSTF/FEESO that:

- 11.3.1. members and all employees of OSSTF/FEESO should be free from harassment and bullying in the workplace and at OSSTF/FEESO sponsored functions, in any of the following forms: (A.17)
  - 11.3.1.1. any improper conduct by an individual that is directed at and offensive to another person or persons, and that the individual knows, or ought reasonably to know, would cause offence or harm; or (A.17)
  - 11.3.1.2. any objectionable act, comment on or display that demeans, belittles, or causes personal humiliation or embarrassment, or any act of intimidation or threat. It includes harassment within the meaning of the Ontario Human Rights Code; (A.17)

- 
- 11.3.2. members and all employees of OSSTF/FEESO should be free from personal harassment and bullying in the workplace and at OSSTF/FEESO sponsored functions, in any of the following forms: (A.17)
- 11.3.2.1. any objectionable conduct or comment that is directed toward a person that serves no legitimate work purpose and has the effect of creating an intimidating, humiliating or offensive work environment; or (A.17)
- 11.3.2.2. any abuse of authority as a type of bullying that occurs when a person uses authority unreasonably to interfere with an employee's job. It includes humiliation, intimidation, threats and coercion; and (A.17)
- 11.3.2.2.1. notwithstanding 11.3.2.2, abuse of authority does not include normal managerial activities such as counselling, performance appraisals and discipline, as long as these are not being done in a discriminatory manner. (A.17)
- 11.4. **Early Learning and Care Programs**  
It is the policy of OSSTF/FEESO that:
- 11.4.1. the governments of Canada and Ontario should provide and fully fund universally accessible, non-profit, publicly delivered, and high quality programs of early learning and care for children aged 0 to 12; and (R.19)
- 11.4.2. full-time, fully funded early learning and care programs for children aged 0 to 12 should be provided as part of the public education. (R.19)
- 11.5. **School-Community Programs**  
It is the policy of OSSTF/FEESO that:
- 11.5.1. when new programs or organizational structures are created to increase school-community interaction and when these affect the education of secondary school students, the responsibility for their direction and control should be assigned to certificated teachers; (A.23)
- 11.5.2. there should be community schools insofar as they can be implemented within the limitations of physical and human resources required for the maintenance of the primary role of the school, and the education of their students; any increase in the utilization of school facilities, equipment, and other resources in the implementation of school-community programs should be accompanied by an appropriate increase in funding, and should not result in any erosion of financial support or utilization of school facilities for existing programs; (A.23)
- 11.5.3. there should be the creation of specific community-based programs for secondary school credit, and the facilitation of such courses through timetable and administrative flexibility; school-community interactions should be viewed as an integral component in the educational program of a school, and these interactions should take their place in the considered priorities of every school; and (A.23)
- 11.5.4. the development of community schools should be within the existing framework of powers of boards of education. (A.23)
-

- 11.6.           **Insurance**  
It is the policy of OSSTF/FEESO that:
- 11.6.1.       Employers should provide annually to Members detailed information on the amounts and types of insurance coverage provided by the employer. (A.23)
- 11.6.2.       Ontario should establish a system of public auto insurance; and (R.14)
- 11.6.3.       an employer should permit OSSTF/FEESO to use the employer’s courier or mail service without charge for the delivery of OSSTF/FEESO information and materials to Members.(A.23)
- 11.7.           **Fundraising**  
It is the policy of OSSTF/FEESO that:
- 11.7.1.       district school boards and other educational employers should refrain from using, or transmitting for use by others, the employee or student database of names, addresses, telephone number and e-mail, for the purpose of fundraising solicitations without the expressed permission of those same individuals; and (R.13)
- 11.7.2.       no request for fundraising should be attached to a pay stub of an educational worker by a district school board or other educational employer. (R.13)
- 11.8.           **Racial Profiling**  
It is the policy of OSSTF/FEESO that:
- 11.8.1.       the practice of racial profiling should be opposed in all of its forms. (R.14)
- 11.9.           **Pay Equity**  
It is the policy of OSSTF/FEESO that:
- 11.9.1.       pay equity should be based on the principle of equal pay for work of equal value; (R.19)
- 11.9.2.       pay equity is a fundamental human right of women workers to be paid wages that are the same as men workers for work of comparable value; and (R.19)
- 11.9.3.       all governments should be obligated to provide human rights and economic leadership, be enacting proactive and inclusive pay equity legislation with realistic and timely goals, and providing funding and other supports necessary to ensure it is vigorously enforced. (R.19)
- 11.10.          **Transportation of Students**  
It is the policy of OSSTF/FEESO that:
- 11.10.1.       no member should be expected, required or requested to transport students in personal vehicles for Employer business. (R.19)
- 11.11.          **Medical**  
It is the policy of OSSTF/FEESO that:
- 11.11.1.       Pre-service and in-service education should be made available to Members concerning infectious blood or body fluid-borne diseases; and (A.23)

11.11.2. "Capitation" as a system of dental care in the Province of Ontario should be opposed. (A.23)

# INDEX

## A

Abeyance, 15  
 Absences, 17  
 Academic Year, 63, 101  
 Active Retired Members' Council (ARM), 39  
 Affiliate Negotiations, 63  
 Alternative Education, 94  
 Anti-Harassment & Equity Declaration, 5  
 Anti-Harassment Procedure, 51  
 Anti-racism and Anti-discrimination, 97  
 Appointments and Co-options, 24  
 Appointments of Advocates, 15  
 ARM Council Constitution, 39  
 Assaults, 77

## B

Balloting, 7  
 Balloting Rules, 7  
 BC Constitution, 41  
 Benefits, 61  
 Benevolent Council (BC), 41  
 Bill of Rights, 2

## C

Campaign Regulations, 12  
 Canada Pension Plan, 108  
 Chairpersons, 23  
 Change in Jurisdiction, 66  
 Charter Schools, 85  
 Common Council Procedures, 38  
 Communications and Political Action Committee (CPAC),  
 28  
 Compassionate /Family Care Leave, 56  
 Complaints and Resolution Procedure, 51  
 Conferring of Provincial Life Membership, 48  
 Consolidation, 67  
 Continuing and Adult Education, 94  
 Contributions, 108  
 Co-operative Education, 96  
 Counselling and Mediation, 13  
 CPAC Meetings, 29  
 CPAC Membership, 28  
 CPAC Terms of Reference, 29  
 CSLF Meetings, 28  
 CSLF Membership, 27  
 CSLF Terms of Reference, 28  
 Curriculum Review and Development, 86

## D

Dealing with Disputes Affecting the Professional, 13  
 Decisions, 3, 17, 18, 20, 52  
 Discrimination, 2, 63  
 Dismissal, 17  
 Districts in Difficulty, 20  
 Dual/External Credit Programs, 104

## E

Education Act, 67  
 Educational Assistants, 70  
 Educational Change, 86  
 Educational finance, 27  
 Educational Issues, 84  
 Educational Services Committee, 30  
 Educator Associated Organizations, 109  
 Elections, 7  
 Elections to Fill Vacancies, 12  
 Electronic and Distance Education, 101  
 Employee Assistance Programs, 82  
 Environment, 1, 80, 89, 106  
 Equity Statement, 3  
 ESC Meetings, 30  
 ESC Membership, 30  
 ESC Terms of Reference, 30  
 Ethics, 1  
 Ethics Statement, 1  
 Evaluation Procedures, 56  
 External Funding, 84  
 Extra-Curricular Activities, 77

## F

Faculties of Education, 109  
 FC Meetings, 32  
 FC Membership, 31  
 FC Terms of Reference, 32  
 Federal/Provincial Government, 105  
 Finance Committee (FC), 31  
 First Nation, Métis and Inuit Education, 102  
 Formal Complaints, 14  
 Fundraising, 112

## G

General Principles, 68  
 Global Priorities, 105  
 Goals of Education, 84  
 Government Funding, 83  
 Gratuity, 56  
 Guidance, 77, 87, 102

H

Harassment and Bullying Policy, 110  
 Health and Safety Working Conditions, 77  
 Health and Safety/Workplace Safety Insurance Act  
 Committee (HS/WSIAC), 33  
 Hearing Venue, 16  
 Hearings, 16, 20  
 Hiring and Staffing Practices, 70  
 HRC Meetings, 34  
 HRC Membership, 34  
 HRC Terms of Reference, 34  
 HS/WSIAC Meetings, 33  
 HS/WSIAC Membership, 33  
 HS/WSIAC Terms of Reference, 33  
 Human Rights Committee (HRC), 34

I

Impact of Technology, 81  
 Insurance, 112  
 Intervention, 21

J

JC Constitution, 43  
 Job Security, 64  
 Judicial Council, 14  
 Judicial Council (JC), 43  
 Junior High Schools and Intermediate Division, 100

L

Learning Resources, 90  
 Loading Capacity of Classrooms, 71

M

Mediation Services Resource Bank (MSRB), 44  
 Members' Rights, 105  
 Membership and Constitutions, 38  
 Mentoring, 82  
 Ministry of Education, 3, 73, 77, 83, 85, 86, 87, 89, 90, 91,  
 92, 95, 98, 101, 102, 106, 107  
 MOTTO, 1

N

Nature of Proceedings, 16

O

*Occupational Health and Safety Act*, 94, 105  
 On-Line Courses, 76  
 Ontario College of Teachers, 109  
 Ontario Secondary School Literacy Course, 88, 102  
 OSSTF/FEESO External Policies, 54  
 OSSTF/FEESO Internal Policies, 1  
 OSSTF/FEESO Procedures, 6

P

Parental Leaves, 105  
 Parliamentary and Constitution Council (PCC), 46  
 Participation in Union Activities, 110  
 Pay Equity, 112  
 PCC Constitution, 46  
 Pension Credits for Non-Salaried Members, 108  
 Pensions, 108  
 Pledge, 1  
 Positions of Responsibility, 65  
 Pre-Hearing Discovery, 15  
 Preliminary Investigation, 15  
 Preparation of the General Account Budget, 6  
 Private Schools, 109  
 Privatization, 85  
 Professional Conduct Statement, 1  
 Professional Development, 91  
 Professional Judgment, 104  
 Professional Student Services Personnel, 70  
 Protective Services Committee (PSC), 24  
 Provincial Life Membership, 48  
 PSC Membership, 24

R

Racial Profiling, 112  
 Records, 17  
 Reinstatement of Provincial Life Member Privileges, 51  
 Relationships between Members, 13  
 Removal from Office, 21  
 Removal from Provincial Life Member Roll, 48  
 Removing Candidates from The Ballot, 7  
 Request for Leave to Appeal a Judicial Council Decision,  
 18  
 Responsibility, 55  
 Rights of Members, 54  
 Rights of Women and Girls, 107

S

Sanctions, 63  
 School Councils, 103  
 School Libraries, 76  
 School-Community Program, 111  
 Special Education, 95  
 Special Leave, 56  
 Status of Women Committee (SWC), 35  
 Student and Parent Rights and Responsibilities, 93  
 Student Assessment and Evaluation, 89  
 Supervision for Growth and Performance, 54  
 Surveillance, 81  
 Suspension of Provincial Life Membership Privileges, 50

T

Teacher Qualifications and Training, 99

Teaching Salaries, 60	U
Tenure, 64	
Terms of Reference of Councils, 38	United Nations Principles for Responsible Investment, 108
Timetabling, 73	V
Transportation of Students, 112	
Trusteeship, 21	Vacancies, 10
Trusteeship Committee, 21	
	W
	Withdrawal, 18



**Ontario Secondary School Teachers' Federation**  
**Fédération des enseignantes-enseignants**  
**des écoles secondaires de l'Ontario**  
49 Mobile Drive, Toronto, Ontario M4A 1H5

**TEL 416.751.8300**  
**TEL 1.800.267.7867**  
**FAX 416.751.3394**  
[www.osstf.on.ca](http://www.osstf.on.ca)

