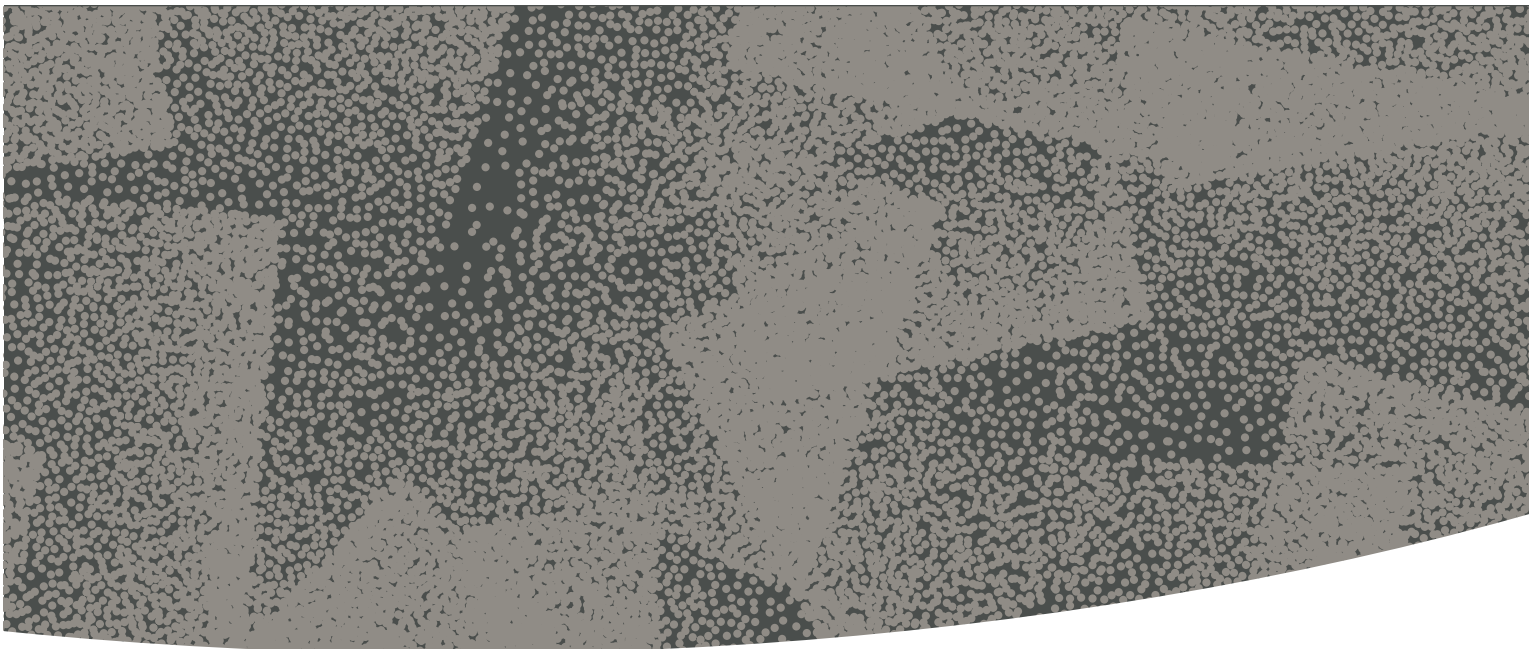


# AMPA

March 13–15, 2021

Volume 3.1:  
Reports





## Remote Annual Meeting of the Provincial Assembly (AMPA) 2021

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### VOLUME THREE

Volume Three contains reports from Committees, Councils, Advisory Work Groups, business arising from previous Strategic Action Plans, and AMPA Miscellaneous Action (MAC) motions.

The Strategic Action Plan and Equity Action Plan are located under separate covers.

This Volume is distributed to the district and bargaining unit presidents by email and can be found on the OSSTF/FEESO website at [www.osstf.on.ca](http://www.osstf.on.ca).

AMPA materials will be posted on our website.

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## Report of the Chairperson of ARM Council

### 1. **ARM (Active Retired Members) Membership Recruitment: MRA (Membres Retraités Actifs)**

- ARM Membership is not increasing as much as would be expected, although we now number close to 4000 members; it seems that new OSSTF retirees, in all education sectors, are not aware of the ARM Health plan and of ARM Chapters in their area.
- Districts where there are Active Chapters, should ask Chapter representatives to speak to their retiring members to inform them about the many activities and services offered by their ARM Chapters.
- ARM Council offers support and guidance for Districts wishing to create a new Chapter. A minimum of 25 ARM members in a District may begin the process of establishing an Active Chapter. Two nearby Districts may combine their members to form an active ARM Chapter. Requirements are outlined in OSSTF Policy and Procedures.
- ARM members in the 11 Active Chapters across the province are involved in working with Districts on OSSTF campaigns, working in communities in voluntary capacities and forming a collegial group maintaining contacts after retirement.
- ARM members pay \$50 per year to OSSTF/FEESO for membership in ARM. Currently, ARM members contribute close to \$100,000 to the OSSTF/FEESO coffers and \$22.50 of their fee is returned to an Active ARM Chapter for use with their members.
- Upon retirement, Members who enrol in an **ARM Health Plan with OTIP** (which is **identical** to the RTIP plans) will become ARM members and enjoy all the benefits of the ARM Chapter activities.

**For more information go to our website:** [www.armcouncil.osstf.ca](http://www.armcouncil.osstf.ca)

The contact information for the various ARM Chapters can be found there

### 2. **ARM Biennial:**

- The ARM Biennial like many OSSTF activities last spring was postponed and will be held virtually in May 2021. The format will be shortened to be covered in 1 day, with mainly business and reports. There is a possibility of a speaker (recorded or virtual) in the afternoon.
- ARM Council also wishes to recognize the founding members of ARM. ARM will be celebrating 25 years of work in 2021. It was first established in 1996.

### 3. **Political Action:**

- ARM Chapters continue to work with OSSTF Districts on political activities, often coordinating with Districts and supporting Active members in the education community.
- ARM Council received an overview of the 2022 OSSTF Election Campaign Plan.
- Several ARM Chapters had representatives follow the OSSTF CPAC Conference in the fall and ARM members stand ready to assist OSSTF in another election.

#### 4. ARM Contacts

NAME	E-MAIL
<b>Lee Ferguson</b> Chapter 3 Rainbow	<a href="mailto:lferguson@isys.ca">lferguson@isys.ca</a>
<b>Bruce Awad</b> Chapter 9 Greater Essex	<a href="mailto:bruceawad@gmail.com">bruceawad@gmail.com</a>
<b>Mary Lou Cunningham</b> Chapter 11 Thames Valley	<a href="mailto:armpresident@execulink.com">armpresident@execulink.com</a>
<b>Manfred Netzel</b> Chapter 12 Toronto	<a href="mailto:mnetzel@sympatico.ca">mnetzel@sympatico.ca</a>
<b>Iain Beaton</b> Chapter 13/16 Durham/York	<a href="mailto:igbe60@hotmail.com">igbe60@hotmail.com</a>
<b>Jane Ste. Marie</b> Acting President Chapter 17 Simcoe	<a href="mailto:stejane39@gmail.com">stejane39@gmail.com</a>
<b>Chester Faulknor</b> Chapter 18, 21 Upper Grand/Hamilton Wentworth	<a href="mailto:joynchester@gmail.com">joynchester@gmail.com</a>
<b>Ray Marshall</b> Chapter 22 Niagara	<a href="mailto:rmarshall23@gmail.com">rmarshall23@gmail.com</a>
<b>Richard Clausi</b> Chapter 24 Waterloo	<a href="mailto:raclausi@rogers.com">raclausi@rogers.com</a>
<b>Terry Taller</b> Chapter 25 Limestone/Ottawa- Carleton/Renfrew/Upper Canada	<a href="mailto:taller@storm.ca">taller@storm.ca</a>
<b>Doug Ferguson</b> Chapter 29 Hastings-Prince Edward	<a href="mailto:armdistrict29@gmail.com">armdistrict29@gmail.com</a>
<b>Dina van den Hanenberg</b> ARM Council Chair	<a href="mailto:hanenbergd@hotmail.com">hanenbergd@hotmail.com</a>



## **Report of the Chairperson of Benevolent Council**

The Benevolent Council assists active members who are in extreme financial difficulty due to prolonged illness, accident or emergency. The Council meets at least six times per year to review applications. Interim grants of up to 50% of the maximum grant may be awarded when circumstances warrant. The maximum grant of \$3,000 per Federation year that may be approved by Council. Benevolent Fund grants shall not exceed \$6,000 in any five year period.

Application forms for assistance from Benevolent Council are available from each District and Bargaining Unit office. Completed applications may be faxed or mailed to Norm Westbury, Secretariat Liaison to Benevolent Council. A letter of support from the District or Bargaining Unit President must be included with the application. The letter of support is essential to Council members in their decision-making. A detailed financial statement and letter from the applicant must also be included with the application for assistance. To ensure member privacy, we caution applicants against appending copies of personal financial documents to their applications.

In the 2019-20 Federation year, Benevolent Council gave consideration to 180 applications from all Bargaining Units within our Union. By consensus, a total of 159 interim and full grants were approved. Thus far, as of January in the 2020-21 Federation year, consideration has been given to 45 applications. To date, 38 grants have been approved. The nature of many of the applications to the Benevolent Council makes it clear that this is a crucial and necessary process for assisting members who experience financial hardship due to prolonged illness, accident, or extreme emergency.

The nature of the issues and the personal information presented at each meeting necessitates that all deliberations are confidential. The privacy and integrity of all information gathered is a paramount consideration for all Benevolent Council members. Thus, the contributions of the members on Benevolent Council are no less significant or valued than those serving on more public Provincial committees.

District 3, Rainbow is now in the third year of the four-year term. I would like to recognize the members of the Benevolent Council and Provincial Office staff for their time, sensitivity and consideration on behalf of all OSSTF/FEESO members.

We are fortunate, as OSST/FEESOF members, to be able to reach out to our Union for this type of assistance in the event of extreme financial difficulty.

Respectfully submitted,

Sue Melville, Chair  
Benevolent Council

**Council Members 2020-21:**

Sue Melville – Chairperson (TBU)

Earl Burt – Provincial Executive Liaison

Norm Westbury – Secretariat Liaison

Eric Laberge – Provincial Council Liaison (TBU)

Cindy Harbottle (ESSU)

Karen Passi (TBU)

Kelly Rodriguez (TBU)

Katrina Ross (TBU)

Todd Sintic (TBU)



## Report of the Comité des Services en langue française (CSLF) President

The OSSTF/FEESO *CSLF*, *Comité des services en langue française*, acts as the link between Francophone members or those who speak French in their role within OSSTF/FEESO and the Provincial Executive. *CSLF* advises the Provincial Executive, the Provincial Council and the Provincial Assembly on issues related to the needs of Francophone members. Across the Federation, we are recognizing a significant increase of Francophone members in the eight (8) French language school boards, in the two (2) bilingual universities and in immersion and Core French programs within English-speaking schools boards, where we have support staff or teacher members.

The Committee would like to recognize the work of several committees who now offer workshops or tools in French during presentations. This enhancement in the level of services offered in French is greatly appreciated by Francophone members. The importance of French language services at all OSSTF/FEESO committees, in order to eliminate obstacles to the involvement of Francophone members in various union activities, is crucial. It is a matter of equity.

Part of our mandate is to advise the Provincial Executive on the development of resources for Francophone members, when needed. This is why, this year, the *Comité des services en langue française* is undertaking the mission of reviewing the Federation's website in order to ensure that all services offered therein are also offered in French. Also, we are continuing our collaborative work with other committees in order for members to feel comfortable when getting involved in their union environment. We have decided to share our communications through *Forum* and *Update* in order that Francophone members and French-speaking members may have access to it, through the Federation's website.

In keeping with our mandate, *CSLF* is pleased to announce that we are already working on the plans for our next conference in 2021-2022. You will have the opportunity to attend professional development workshops while sharing your appreciation for French language. We have a few good surprises in store for you.

Each year at AMPA, the Committee awards the *Prix de mérite du CSLF* to a member who showed exceptional leadership in the encouragement and promotion of French language within OSSTF/FEESO, in her or his environment and community. In January of every year, we encourage all members to nominate an exceptional member by nominating one of your OSSTF/FEESO colleagues. This is a great way to recognize their dedication to Francophonie.

Finally, the *CSLF* realizes there is still much work to be done. We will continue to make the required efforts in order to support and encourage the involvement of our Francophone members and members who speak French within the Federation. It is through discussion with them that we will be able to keep enhancing services for Francophone members.

For the current year, the *CSLF* members, who work tirelessly and are part of an inclusive committee, are:

Diane Brochu, President (U64, D32 – Centre-Sud-Ouest de l’Ontario)  
Karine Leduc, Vice President (U59, D33 – District de l’Est)  
Angèle Lacroix, Provincial Council Liaison (U64, D32 – Centre-Sud-Ouest de l’Ontario)  
Linda Lamarre, (U60A, D31 – Franco-Nord Ontarien)  
Michel Blinda, (U66, D33 – District de l’Est)  
Suzanne Tshiyoyo, (U66, D33 – District de l’Est)  
Fran Collard, (D26, Upper Canada)  
Marcelle Desmornes, (PSUO-SSUO, D35 – Université d’Ottawa)  
Fatme El-Achkar, (U58, D32 – Centre-Sud-Ouest de l’Ontario)  
Roxanne Fowler, (U57, D31 – Franco-Nord Ontarien)  
Malini Leahy, Executive Officer, Provincial Executive Liaison  
Lamia Sabbagh, Executive Assistant, Secretariat Liaison

I would like to highlight the valuable contributions of our administrative assistant, Rachel Keller. If not for her continued support, the Committee’s work might not be accomplished.

Submitted by Diane Brochu, CSLF president for 2020-2021



## Report of the Chairperson of the Communications/Political Action Committee

The OSSTF/FEESO Communications and Political Action Committee (CPAC) had a productive year of work despite the initial challenges caused by the virtual format of our meetings. The members of the committee not only overcame these challenges, but also delivered a well-received first-ever virtual conference by an OSSTF/FEESO provincial standing committee. The title of this biennial conference *Toward 2022 and Beyond - Protecting our Future, Embracing the Challenge, Empowering Change* reflects well the overarching theme of the committee's work for the federation year 2020-2021, namely CPAC's leadership role in fostering engagement and election mobilization of all OSSTF/FEESO members in preparation for the next provincial election in June 2022. The conference not only allowed grassroots activists to acquire new skills but also connected them with all three provincial opposition political parties and our allies in the fight to protect public education: the *Accessibility for Ontarians with Disabilities Act (AODA)* Alliance, the Ontario Autism Coalition, Parents Engaged in Education, York Communities for Public Education and the Ontario Parent Action Network.

The CPAC members also continued to empower, support and engage with local leaders through ongoing tasks. These activities include communication training, outreach to local political action and communication officers, creating guides and toolkits, developing the theme and judging the Student Achievement Awards, and preparing celebrations of various reoccurring events highlighting commitment of all OSSTF/FEESO members, something that is particularly important in this unusual year influenced so heavily by the pandemic.

CPAC's three Vice-Chairs have summarized the work of their subcommittees below:

### Member Outreach and Training

The subcommittee continued to liaise with local leaders and grassroots activists throughout the pandemic. The necessity to do this entirely virtually has been a challenge but one that the subcommittee has continued to work through. Early on in the federation year, the committee members spent a great deal of time and energy preparing for and delivering the first virtual conference ever put on by OSSTF/FEESO this past November. We of course could not have pulled this off without the help of all the members of the committee, the Executive Assistants from the Communications and Political Action Department alongside the fabulous and hardworking COPE staff at Provincial Office. Well over 100 members from across the Province engaged in the two-day, virtual event that featured many of our own subcommittee members as workshop presenters. The reviews of the event by the membership confirmed it as a success with many expressing how knowledgeable and well prepared the presenters were. The subcommittee has now turned their minds to preparing for 2022 and the excitement that will come in connecting with our local leaders to build capacity, which will prepare them to defend public education in Ontario by voting in an education-friendly government.

### Political Action and Activism

The subcommittee continued to develop and build alliances with all our partners in education such as grassroots active organizations, labour councils, political riding associations and community groups for our members to be involved and engaged in the election readiness process looking towards 2022 in electing an education-friendly government and official

opposition. On November 6 and 7, 2020, we had our first virtual CPAC conference creating impetus and coaching. Given the attack on the public sector, and the Covid-19 pandemic, how we engage each other has changed. We shared our education platform consultation plan with our education worker, university, professional student support personnel, occasional teacher and teacher bargaining units on January 29, 2021, and then engaged the membership and other allied groups.

### **Recognition and Promotion**

The subcommittee continued to celebrate the accomplishments of our members and their students this year through our annual Student Achievement Awards (SAA). We are proud to announce next year's theme for the Student Achievement Awards, *Our Moment in Time*, at this year's AMPA. Thanks to the excellent efforts of this subcommittee for their contributions to create resources as well as develop a creative plan to help local bargaining units' efforts to celebrate Education Week. This year the committee focused on school councils by developing a *School Council Tool Kit*, which is available on the OSSTF/FEESO website. This resource aims to support districts and bargaining units with helpful tips for outreach, education and retention for their school council representatives. The subcommittee continues to actively promote and administer the Political Action Award in honour of Wendell Fulton and Larry French, as well as the Communications Award, designed to recognize communication achievements.

None of this work would be possible without the assistance of Tanya La Rush, Administrative Coordinator of the C/PA Department and the rest of the department, Gary Fenn, Director and the secretariat liaisons, Dan Earle, Paul Kossta, Tracey Marshall and Jennifer Seif. The committee wishes to recognize Michael Young who retired in this federation year and who for many years has supported members of the committee in their work and demonstrated tremendous commitment to CPAC's goals. The committee also benefited from the knowledge and experience of our Provincial Executive liaisons, Paul Caccamo and Malini Leahy.

The strength of this committee comes from the incredibly effective and dedicated members:

Donna Beischlag, District 17	Daryl Jerome, District 21 – Vice-Chair
Seth Bernstein, District 12	MOT
Troy Cluff, District 25	Rose Lepage, District 4
Tanya Crosbie, District 26	James Mason, District 18
Jeff Donkersgoed, District 24	Michele McCleave Kennedy, District 2
Larry Farquharson, District 11	Jennifer Posteraro, District 2
Dawn Faulconer, District 6A	Adrienne Roberts, District 23
Melodie Gondek, District 25	Janice Smith – Vice-Chair Rec-Pro,
Ryan Harper, District 19	District 25
Richardo Harvey, District 12 – Vice-Chair PAA	Ryan Sparrow, District 19
	Vitia Buaba Zam, District 32
	PC Liaison: Wendy Bonnell, District 27

Respectfully submitted,

Pawel Mazurek, Chair  
Communications/Political Action Committee

## Report of the Chairperson of the Educational Services Committee

**The mission of the Educational Services Committee is to foster and promote the professional growth of OSSTF/FEESO members in order to enhance the quality of publicly funded education in Ontario by investigating and critically researching educational issues and providing direction, information, skills and resources to members and the broader community.**

This was a remarkable year for the Educational Services Committee (ESC). As the conditions of the Covid-19 pandemic put an end to face-to-face meetings, the committee successfully regrouped in an online environment to continue its important work. The Professional Development & Training Subcommittee (PDT), which examines professional development issues and provides training to district and bargaining unit Educational Services Officers (ESOs); the Educational Issues & Pedagogy Subcommittee (EIP), which examines and provides resources on educational and pedagogical issues that may impact our members, both accomplished their established goals for the year.

The committee accomplished a great deal this year thanks to the hard work of all of the members. The following are highlights of our work:

- Preparation for the ESO Regional Training Session taking place on April 17, 2021. PDT members are responsible for the event planning; EIP members are providing additional content.
- Preparation by PDT members for the ESO Conference taking place in the fall of 2021.
- Committee members participated in a workshop presented by Chris Samuel, OSSTF/FEESO Public Policy Analyst on the topic of research methodology and critical analysis as a follow up to a workshop presented by Chris last year.
- EIP members have been reviewing, making recommendations, and developing resources on a variety of issues. Member resources, which can be shared as postcards or through district and bargaining unit newsletters or communications, include Say My Name (Unlearning/Learning), Corporate Intrusion, the 2014 Pearson Report, and CRRP (Culturally Relevant and Responsive Pedagogy). Work continues on additional resources that look at newcomer awareness and transgender issues.

As always, ESC continues to

- provide information to members and the public through the OSSTF/FEESO website
- review and recommend changes/updates and additions to OSSTF/FEESO's policies on Educational Issues (EDIS Policy)
- promote the delivery of OSSTF/FEESO PD workshops across the province
- monitor and provide input on curriculum reviews
- provide articles for *Update* and *Forum*
- review scholarship applications and make recommendations to the Provincial Executive
- promote the work of ESC.

Thank you to all the committee members for their time and dedication. Upholding excellence in public education is what we do – and every effort made by every committee member makes this possible.

The commitment of the Educational Services staff, under the leadership of Cathy Renfrew, is also greatly appreciated. Gratitude is extended to Jenny Chen and Rosemary Judd-Archer who are assigned to ESC, and the rest of the Educational Services Department members, Randy Banderob, Peter Bates, Rob Dubyk, and Chris Samuel. Thanks are also extended to our administrative coordinator, Karen Metherall, as well as the other department support staff, Yvonne Choi, Lidia Esteves, Loredana Merenda, and Monika Paska.

It has been an amazing experience to be part of such a dynamic Educational Services Committee. Members of this hard working and inclusive committee for the 2020-2021 federation year include:

Shane Stagg, ESC Chairperson – District 13  
Jared Hunt, Vice-Chair EIP – District 4  
Kate Davidson, Vice-Chair PDT – District 19  
Karen Littlewood, Vice-President  
Martha Hradowy, Executive Officer  
Cathy Renfrew, Director, Educational Services  
Jenny Chen, Executive Assistant  
Rosemary Judd-Archer, Executive Assistant  
Roxanne Beauchamp – District 32  
Lori Black – District 8  
Geoffrey Brenders – District 10  
Deborah Buchanan-Walford – District 12  
Nicole Clark – District 18

Carrie de Graff – District 8  
Kristen Garrett-Spanswick – District 9  
Brian Heaton – District 27  
Danielle Hunter – District 13  
Suzanna Koudys – District 11  
Pamela Linklater – District 26  
Meredith Lordan – District 12  
Daniela Melo – District 12  
Sarah Parke-Erochko – District 25  
Christine Prochnicki – District 6A  
Lauren Simmons – District 12  
Vanessa Stoby – District 16  
Stewart Williams – District 27

Respectfully submitted

Shane Stagg, Chairperson  
Educational Services Committee



## Report of the Chairperson of Finance Committee

The Finance Committee is responsible for several important functions within OSSTF/FEESO:

- to develop and present a balanced budget to AMPA;
- to report to AMPA an analysis of projected income and expenditures for a five year period;
- to advise the Provincial Assembly, Provincial Council, and/or the Provincial Executive on all Federation financial matters including the management of all OSSTF/FEESO funds, investments, and properties, matters pertaining to District Funding, the impact of the Strategic Action Plan on the budget, and amendments to the *Financial Handbook*, including the Expenditure Guidelines;
- to provide input to the compensation committee when requested
- to perform the duties of an Audit Committee; and
- to hear FTE appeals

The Committee will meet eight times this year, with four meetings in January and February. The Committee receives input from committees, councils, and advisory groups by way of their Spending Authorities, the Provincial Executive, as well as any other interested parties through the Treasurer, Chief Financial Officer, and the Provincial Council Liaison.

The development of the 2021-2022 budget began in December 2020 following a meeting with the Chair, Vice-Chair, Treasurer, General Secretary, and the Associate General Secretaries. Each draft of the budget considered a detailed analysis of past spending patterns within each budget line, the consideration of new initiatives, the input from the Spending Authorities and the Provincial Executive.

Fee income for the General Account (GA) is generated by the base fee of 1.3% collected from all Active Members (bylaw 2.1.1.2.1). As of late January, the Committee projected fee income of \$49.4M (\$100,000 less than for the current fiscal year). However, that estimate may vary in the final draft of the budget presented at AMPA 2021, depending on the Committee's assessment of dues received for January and February 2021 and whether other assumptions are maintained. Fee income from the Dedicated Member Protection Account (MPA) Levy of 0.3% (bylaw 2.1.1.2.5) is projected as a ratio of the base fee income and is not available for GA expenditures.

For 2021-2022, the Committee has used a *flat rate* of \$638 for committee, council, and work group meetings and \$663 for conferences. The previous budget introduced new flat rates for some committees which are now meeting on Thursday evening and Friday. A *flat rate* per member and per meeting is also used (where applicable) to budget for miscellaneous action motions and Strategic Action Plan initiatives.

The Committee has adjusted a number of budget lines in order to meet the needs of the membership. The *Analysis of Change* column of the Proposed Budget document provides a rationale for each change. The Committee will review cost motions that pass at AMPA and adjust the Budget accordingly. The *Budget Line Descriptors* provide transparency about the proposed expenditures for each account. The Finance Committee believes that allocations in the proposed budget are reasonable estimates.

*District Funding Master* totals are based on the number of full-time equivalent (FTE) members in each Bargaining Unit, along with other factors outlined in the *Financial Handbook*. Throughout the year, the Committee deliberates on all suggestions regarding District Funding, and will forward its final recommendations to the Provincial Executive in April 2021. Districts will receive the Final District Funding Master by May 1, 2021.

The Committee also reviews the *Financial Handbook* and the Expenditure Guidelines each year and, where applicable, considers input from the Provincial Executive, local leaders and members. Effective July 1, 2018, meal claim amounts are: Breakfast - \$15; Lunch - \$25; and Dinner - \$50. The Committee is not recommending a change to meal amounts for next year.

The Committee receives regular reports from the Properties Committee through the Chief Financial Officer. OSSTF/FEESO owns six properties on Mobile Drive, which are managed by Avison Young Properties. As of June 30<sup>th</sup>, 2020, the recorded book value of those properties was approximately \$15.5M. The market valuation is significantly higher. A property development project approved at September 2018 Provincial Council requires the demolition 57, 59 and 60 Mobile. Operations have been relocated to a renovated 49 Mobile Drive for the period of the construction of the new site.

OSSTF/FEESO investments are managed by Manulife Asset Management, Educators Financial Group Inc. (EFG) (a financial services company that is wholly owned by OSSTF/FEESO), and Sun Life Investment Management. In May 2020, the Committee reviewed the Investment Guidelines, which outline the risk, diversification, and targets of our funds, and forwarded them to the Provincial Executive for approval. Quarterly interim reports are reviewed throughout the fiscal year and each April, the Committee meets with investment representatives to review the short and long-term performance of our portfolios. For the fiscal year ending June 30, 2020, the Internal Investment Fund (IIF) showed a gain of \$1.5M. The IIF was valued at approximately \$86.3M in the quarter ending December 31<sup>st</sup>, 2020.

In November 2019, the committee recommended Grant Thornton LLP as the external auditors for the 2019-2020 fiscal year. Grant Thornton was appointed by AMPA and in April 2020, the Committee met with the Auditors to review the plan for the audit. In December 2020, the Committee received a detailed presentation on the Consolidated Financial Statements and the *Auditor's Report to the Audit Committee – Communication of Audit Results* from the Auditors. The auditors of Grant Thornton LLP have expressed an opinion that the consolidated financial statements (which include the wholly owned OSSTF subsidiary Educators Financial Group) present fairly, in all material respects, both the financial position of OSSTF/FEESO and the results of its operations. The auditors also confirmed their confidence that OSSTF/FEESO has sufficient levels of internal controls to provide reasonable protection from fraud. The Auditors commended the CFO and Accounting Staff for their excellent cooperation in all aspects of the audit. AMPA will be asked to approve the Consolidated Financial Statements 2020. Bylaw 11.1.2.3.1.3 requires AMPA to approve the appointment of the OSSTF/FEESO auditors.

I would like to thank Earl Burt (Treasurer), Paul Caccamo (Vice President), Karen Cleaver



(D35), Jane Grant (Vice Chair, D28), Hayssam Hulays (D12), Richard Macdonald (D1), Michelle Pagnello (D12), Erin Roy (Provincial Council Liaison, D9), Jim Spray (Chief Financial Officer), and Mariya Zolotko (Financial Controller) for their hard work and valuable input throughout the year. I would also like to thank Lisa Hunt (Administrator) for her incredible assistance with the work of the Committee.

I would also like to briefly acknowledge the incredible work of our Treasurer, Earl Burt, who has been a skillful and steady hand in supporting the Federation through its finances. I know I can speak for all my current and predecessor committee members, that they appreciated his dedication, his wit, and his genuine care and concern for all OSSTF/FEESO members and for the dues they pay to support the organization. I want to wish him the very best for a long, happy and healthy retirement.

The Committee would also like to express appreciation to the Spending Authorities and the Provincial Executive for monitoring and controlling expenditures within the organization. Finally, special thanks are extended to the entire membership, whose dues provide OSSTF/FEESO with the resources to be a strong and progressive union.

Respectfully submitted,  
Jeff Denys, Chairperson (D8), Finance Committee



## **Report of the Chairperson of the Health and Safety/Workplace Safety and Insurance Act Committee (HS/WSIAC)**

The Health and Safety/Workplace Safety and Insurance Act Committee (HS/WSIAC) consists of twelve (12) members, from the five (5) regions of OSSTF/FEESO, who have extensive knowledge and training related to the *Occupational Health and Safety Act* of Ontario, the *Workplace Safety and Insurance Act*, and the *Ontario Building Code*. Six (6) of the current members on the committee are active instructors for the Workers Health and Safety Centre (WHSC) and/or the Ontario Federation of Labour's Prevention Link (formally ODRT).

Virtual annual regional meetings are tentatively scheduled for May 7-8 and May 14-15, 2021 offering workshops for Health and Safety Officers in Bargaining Units and Districts. The upcoming biannual HS/WSIAC Conference is scheduled for late October 2021, and it is our hope that we will be able to have members participate in person.

The COVID-19 pandemic has changed the way we all live and work, including the focus for our committee. At each meeting, since the pandemic has started, a round table is conducted with each member offering updates and information regarding how the pandemic is affecting members in their District and Bargaining Unit. This information has proved to be very useful for our Provincial Executive Liaison and Provincial Office staff when advocating for members at various tables with the government.

The committee continues to review OSSTF/FEESO documents, Ministry of Labour bulletins, Ontario Labour Relations decisions, and Workplace Safety Insurance Act Tribunal (WSIAT) decisions. The committee has completed the renewal of expiring policies concerning health and safety and made recommendations for amendments, where appropriate, to reflect current policy. The committee also looks forward to reviewing existing policies within OSSTF/FEESO for current language and practice to meet the requirements of the *Occupational Health and Safety Act* of Ontario. The committee also continues to review and update Hazard Alerts/Information Bulletins on the OSSTF/FEESO website as necessary. A two-year sub-committee project on current model language for Collective Agreements with respect to health and safety is now complete and the language has been referred to the Protective Services Committee for review.

The Health and Safety/Workplace Safety and Insurance Act Committee is available, upon written request, to provide health and safety training for Districts, Health and Safety Officers and other Bargaining Unit members. Along with several OSSTF/FEESO health and safety workshops, we are also able to offer workshops from the Workers Health and Safety Centre (WHSC) and the Ontario Federation of Labour's Prevention Link. Workshops may be developed and presented, depending on the specific needs of each Bargaining Unit and/or District.

Each year nominations for the Jennifer MacLean Award are submitted to the Secretariat of the HS/WSIA Committee, where a sub-committee reviews them and a winner is selected. Due to the COVID-19 pandemic, our 2019-2020 winner has not yet been formally recognized. The committee is hoping to be able to do so before the end of the 2020-2021 school year.

I would like to take this opportunity to say thank you to the members of the committee for their time and commitment to supporting health, safety, and worker's compensation issues for all members of OSSTF/FEESO. A special thank you to Christelle Chamberlain, Administrative Assistant, who continues to support us in our work all year. It has been an honour and a pleasure to be a part of such a dynamic HS/WSIA Committee.

HS/WSIA Committee Members:

Scott West, Chairperson, D16  
Andrea Murik, Vice-Chairperson, D23  
Pastel Andress, D33  
Kim Appel, D25  
Nicole Bléau, D13  
Rebecca Calvert-Hamilton, D11  
Chris Chandler, D12  
John Delorey, D6A  
Cindy Cage, D20  
Christine Goudreau, D31  
Brent Labine, 5A  
Trisha Wickhorst, D8

Provincial Office

Dave Warda, Executive Officer, Provincial Executive Liaison  
Dan Staples, Executive Assistant, Secretariat Liaison  
Norm Westbury, Executive Assistant, Secretariat Liaison  
Christelle Chamberlain, Administrative Assistant

Respectfully submitted,  
Scott West, Chairperson, HS/WSIAC



## Report of the Chairperson of Human Rights Committee

The Human Rights Committee is having an exciting and busy 2020-2021 Federation year. The role of the OSSTF/FEESO Provincial Human Rights Committee is to recommend to the Provincial Executive ways to strengthen the development of human rights activism with our Federation, and within all the communities we interact with. The committee also recommends policies and actions that will uphold the objectives of the Federation to ensure equity and inclusiveness in the workplace. We have set three major priorities this year: establishing a regular practice of inviting OSSTF/FEESO community partners to present their work during our meetings (to date we have had speakers from Black Youth Helpline and the Anishnawbe Health Network), increased communication of equity resources with local membership, and hosting our rescheduled triannual Human Rights Conference this coming May 14-15, 2021, postponed from May of 2020 by the pandemic.

During these pandemic times, through disaster capitalism, Human Rights needs are at their highest. We have already seen the impact on education of decades of neoliberalism, but over the past year the gaps in education and society have accelerated exponentially. This year, our meetings have been productive and focused on action. Almost all our conversations have integrated the core goals of anti-racism and anti-oppression work. We have embedded into our work a recognition of the disproportional impacts of COVID-19 and other international incidents on Black, Indigenous, and racialized people, which includes our members. Our international support has grown to serve an even larger diversity of countries/nations, helping small organizations work towards their goals of support for labour activism, women, children, and peace. More needs to be done, but the Human Rights Committee will continue to foster local, national, and international strategies to enhance and protect human rights around the world.

The committee continues to encourage local Districts to enhance development of their Human Rights Committees using account #2085 - Advancing Human Rights. Districts have used this funding to finance projects such as local workshops and guest speakers, participation in local Pride events, equity lending libraries, and to purchase human rights/social justice materials. This year's applications have demonstrated that the fight for human rights can be done using a variety of online and virtual activities.

We continue to review applications for the International Assistance Program and make recommendations for this funding to the Provincial Executive. Halfway through our Federation year, we have reviewed over 50 applications and disbursed approximately \$50,000.00 (\$49,862.59) in support of 19 organizations in various countries. This year we have provided funding to organizations in India, Sierra Leone, Congo, Uganda, Kenya, Rwanda, Bolivia, and Columbia. The committee is continuing to expand our outreach as we look to aid projects from communities in need around the world.

I wish to sincerely thank all the dedicated committee members for their time and commitment in supporting human rights during, before, and after meetings. On behalf of all educational members and the Federation, I thank you.

Humbly submitted,  
Derik Chica, Chairperson



## Report of the Chairperson of Judicial Council

I would like to thank the continuing members of Judicial Council: Richard Brown (Vice-Chair) of D.25 Ottawa-Carleton, Derek Beland of D.1 Ontario North East, Marie Morin-Strom of D.2 Algoma, John Delorey of D.6A Thunder Bay, Dinah Neilson of D.6A Thunder Bay, Mike Foulds of D.7 Bluewater, Jeff Denys of D.8 Avon Maitland, Teresa Katerberg of D.18 Upper Grand and Ralph Wightman of D.26 Upper Canada for their steadfast commitment to Judicial Council while navigating the additional demands COVID has placed on them this year.

Judicial Council members were not able to participate in formal training this year as they have traditionally done due to the pandemic but were provided valuable assistance and general advice on conducting its processes in a virtual environment. Thank you to Josh Philips for his expertise in this area.

Fifty-seven (57) new cases have been initiated since AMPA 2020 and only one case, initiated in 2014, is in abeyance pending the outcome of an external process. Judicial Council has concluded three (3) cases since AMPA 2020. The following is a summary of the cases brought forward to Judicial Council:

Case	Type of Complaint	Outcome	Status
1	Complaint filed by Executive against Member alleging violation of Bylaw 2.2.2.2	Private reprimand	Closed
2	Complaint filed by Executive against Member alleging violation of Bylaw 2.2.3	Dismissed	Closed
3	Multi-part (8 in total) complaint filed by Executive against Members alleging violation of Bylaws 2.2.2.1 and 2.2.2.2	On-going	
4	Complaint filed by Executive v. Member alleging violation of Bylaws 2.2.2.1, 2.2.2.2 and 2.2.2.4	Public Reprimand	
5	Multi-part (3 in total) complaint filed by Executive against Members alleging violation of Bylaws 2.2.2.2 and 2.2.2.4	On-going	
6	Multi-part (6 in total) complaint filed by Executive against Members alleging violation of Bylaws 2.2.2.2 and 2.2.2.4	On-going	
7	Multi-part (36 in total) complaint filed by Executive against Members alleging violation of Bylaws 2.2.2.2 and 2.2.2.4	On-going	
8	Complaint filed by Executive against Member alleging violation of Rule of Order 5.10.3	On-going	

On behalf of the Judicial Council members, I would like to thank Rob Dubyk, Secretariat Liaison assigned to Judicial Council, and Lisa Rogers, Administrative Assistant to Judicial Council, for their hard work over the past year. The work done by the staff behind the scenes is critical to the effective functioning of Judicial Council.

Respectfully submitted,

Nicole Gauthier, District 12, Toronto  
Judicial Council Chairperson, 2020-2021



## Report of the Chairperson of Mediation Services Resource Bank

The Mediation Services Resource Bank (MSRB) continued its mandate to use alternative dispute resolution and restorative practice in order to mediate conflict between Federation members. In 2019/2020, the MSRB conducted 11 mediations involving 47 members. Some of these were large-scale mediations.

Training has always been an important part of the MSRB, and in September 2019, its members put together a comprehensive planning schedule to participate in various learning initiatives on the issues of equity, race and conflict resolution. Unfortunately, the advent of the COVID-19 pandemic scuttled those plans, and they have been postponed. The members of MSRB look forward to engaging in this training over the next year.

We speculate that the pandemic has reduced the number of requests for mediation this year. The MSRB quickly pivoted to accommodate members in conflict during a time when person-to-person meetings were not possible. The MSRB researched online platforms and online mediation strategies and created a system where mediations could be held remotely. This system has proven to be very successful.

The members of the MSRB include:

- Paul Wesley - Chair, District 12 [Toronto]
- Kate Davidson, - Vice-Chair, District 19 [Peel]
- Wendy Bonnell, District 27 [Limestone]
- Isabelle Cousineau, District 33, Unité 59 [District de l'Est]
- Matt Daudlin, District 9 [Greater Essex]
- Angie Dornai, District 16 [York Region]
- Nanci Henderson, District 24 [Waterloo]
- Tracey Rigney, District 13 [Durham]
- Joe Rooyakkers, District 35 [University of Guelph]
- Danielle Hunter, District 13 [Durham]
- Karen McLeod, District 17 [Simcoe]
- Dr. Elaine Williams, District 9 [Greater Essex]
- Randy Banderob, OSSTF/FEESO Secretariat Liaison [Provincial Office]

I would like to thank all the members of the MSRB for their time and efforts in providing exceptional service to the membership.

Respectfully submitted by Paul Wesley, Chairperson.



## Report of the Chairperson of the Parliamentary and Constitution Council

The purpose of the Parliamentary and Constitution Council (PCC) is to help the Federation function as efficiently and effectively as possible at all levels. One of the main duties of the PCC is to provide constitution reviews for districts and bargaining units. PCC also provides parliamentary support in meetings of Provincial Council, AMPA, and districts and bargaining units.

The 2020-2021 members of the Parliamentary and Constitution Council are:

- Randy Banderob, Provincial Office
- Peter Bates Provincial Office
- Justin Boyd D15, Trillium Lakelands
- Leah Dobbin D25, Ottawa-Carleton, *Chair*
- Ryan Furlong D25, Ottawa-Carleton
- Ruth Kam D13, Durham
- Mark Kissel D12, Toronto
- Kevin McFadden D14, Kawartha Pine Ridge
- Nicole McLister D11, Thames Valley
- Jennifer Ojalammii D19, Peel
- Gino Russo D6A, Thunder Bay
- Kevin Smith D7, Bluewater, *Vice-Chair*

Since AMPA 2020, PCC has been active with the following:

### Bargaining Unit/District Governance

With the 2019 Strategic Action Plan, PCC was tasked with reviewing all of the approximately 170 district and bargaining unit constitutions in OSSTF/FEESO. The purpose of the constitution reviews is to ensure that local language is clear, complete, and not internally conflicting, so that the district or bargaining unit's constitution is as effective as possible in serving the needs of the organization. In order to work towards achieving our task of reviewing all of the constitutions, PCC has been working on building member capacity in constitution reviews through increased mentorship to complete reviews, as well as continuing to build a user (and receiver) friendly constitution review resource document. To date, we have completed approximately 125 constitution reviews.



## **Member Engagement and Equity of Access**

At the core of the purpose of PCC is to help the Federation function as efficiently and effectively as possible at all levels. Parliamentary procedure exists to ensure that proceedings are fair, clear, and accessible to all members. PCC set as one of its goals this year to help ensure equity of access and participation in Federation meetings by providing resources that support the development of member knowledge and understanding of parliamentary procedure.

Parliamentary procedure and constitutional language is complex and can sometimes be daunting to members, preventing them from feeling like they can fully participate in federation meetings. PCC wants to support all members in participating in their federation by providing them with the knowledge and tools to be able to do so. To this end, PCC continues to create resources to develop members' understanding, and comfort with parliamentary procedure, and constitutional language to ensure equity of access and participation in local and provincial Federation meetings.

With the move to remote meetings PCC has also been working to train steering members who are able to support the membership by providing parliamentary guidance at Provincial Council and AMPA meetings.

PCC would like to extend its sincere appreciation to Lidia Esteves, Randy Banderob, and Peter Bates for their support.

The Chair would like to thank all of the members of PCC for their time and dedication to the important work that we do for the organization.

It has been an honour to serve as Chair of this important and hard working committee.

In Solidarity,  
Leah Dobbin  
Chair, Parliamentary & Constitution Council

## Report of the Chairperson of the Protective Services Committee

The Protective Services Committee has faced many challenges this past year, most notably the changes in structure due to the pandemic. Committee members have continued to share their knowledge, experience, and skills with the Protective Services Committee, and bring much value to OSSTF/FEESO members.

Negotiations for the 2019 Central Agreement under the School Boards Collective Bargaining Act came to conclusion in March and April of the 2020 year. The work of the committee turned to supporting the bargaining units in the interpretation and implementation of the central terms, as well as continuing to provide input on issues that are affecting local bargaining units in their negotiations process.

The term of the Central Bargaining Advisory Work Group, made up of 20 members of PSC and 8 members appointed through application process, comes to an end this year, one year before the end of the collective agreement. The Central agreement expires on August 31, 2022, and a new Central Bargaining Advisory Work Group will be appointed through both the application process to the PSC with the term beginning July 1, 2021, and through the 8 appointments at a time determined by the Provincial Executive prior to central bargaining beginning.

The Negotiations Priorities and Objectives has been updated to better serve as a resource to the membership of OSSTF/FEESO. With the change in structure, the priorities document is now updated as required based on input from local leaders, and emerging issues that have been identified. The Executive Subcommittee has taken on the roles of seeking input and recommending changes to the Negotiations Priorities.

The Protective Services Committee is comprised of two subcommittees - Negotiations and Implementation, and Contract Maintenance and Member Protection. Within those two subcommittees, a number of work groups function to research and produce support information, workshops and presentations; currently those work groups include: Regional Meetings; Contract Maintenance Bulletins and Resources; Protective Services Model Language; Education Finance; Analysis of Trends in Arbitration; Contract Maintenance Strategies and Priorities. In addition, two new work groups were recently for the 2020-2021 PSC year - Communications; and Training Strategy and Development.

In the continuing spirit of growth and flexibility, the PSC has formed two more work groups for the coming year. In response to the AMPA 2020 motion, the PSC has formed the Corporate Intrusion Work Group. The goal of this work group is to provide the support, research and input to the Corporate Intrusion Task Force. The work group has been formed on an ad hoc basis for the current year. As well, the PSC has created another ad hoc work group – the Equity Work Group. The task of this work group will be to seek out the best approaches to ensuring that an equity lens is brought to all aspects of the PSC work. It will be critical for this work group to liaise with members of OSSTF/FEESO, and other committees and councils to provide the best advice to the PSC.

Meetings of the PSC, since March 2020 have been in virtual/online format. This came with many challenges, but the PSC members adjusted to those challenges and came up with ways

to continue the work of the PSC effectively. Regional meetings were also held in a virtual online format. Feedback this year has been very positive. The Executive of the PSC would like to extend our gratitude to the members of the Regional Work Group, the presenters and the regional moderators for the work that went in to making the virtual regionals as successful as they could be.

The Protective Services Committee has several ad hoc work groups; Bylaws and Policy Review; Conference; and Awards.

The Bylaws and Policy Review Ad Hoc Work Group reviews expiring policies and makes recommendations to the Protective Services Committee regarding those policies. The work group, led by Michelle Large (Peel D.19) had an enormous task both last year and the current year in ensuring that all expiring policies, and those that expired last year are reviewed and brought forward.

The Conference Ad Hoc Work Group meets to discuss and organize the upcoming Protective Services Committee Conference, including the theme and selection of available workshops. The additional challenge for the Conference Ad Hoc was the planning and structure of a virtual conference. The PSC trusts that the experience in the virtual world for members will be as positive as past years.

The Awards Ad Hoc Work Group reviews submitted nominations for the John McNeil Award, which recognizes outstanding achievement in the area of collective bargaining by an OSSTF/FEESO member, and recommends to the Committee the award recipient. The award is presented at the Protective Services Committee Conference in April.

The members of the committee are grateful for the opportunity to contribute to this crucial area of the Federation's work on behalf of the membership and look forward to continuing to develop the Committee's role.

Respectfully submitted  
John Mazara, Chair

**Protective Services Committee Members:**

John Mazara (D.15), Chair	Kelly Granum (D.25)	Harvey Bischof, PE Liaison
Lisa Black-Meddings (D.12), Vice-Chair	Cindy Hayward (D.5A)	Dave Warda, PE Liaison
Tom Barnes (D.17), Vice-Chair	Penny Huettlin (D.7)	Kerri Ferguson, Director
John Wells (D.2), Vice-Chair	Cheryl Lampkin (D.18)	Bob Fisher, Director
Sam Wilson (D.21), Vice-Chair	Elpis Law (D.26)	Fatima De Jesus, Secretariat
Lynn Auger-Parent (D.33 U. 59)	Angele Lacroix (D.32 U.64)	Lisa MacMaster, Secretariat
John Bernans (D.11)	Michelle Large (D.19)	Dave Russell, Secretariat
Richard Brown (D.25)	Erin Leonard (D.14)	Chris Goodsir, Secretariat
Vicki Buder (D.24)	Kelly Morin-Currie (D.23)	Stephen Bloom, Secretariat
Cheryl Cavell (D.25)	Dinah Neilson (D.6A)	Rob Shaheen, Secretariat
Jean-Paul Desilets (D.1)	Bobbi-Lynn Piccolo (D.6A)	Kerry Houlahan, Secretariat
André Dumais (D.1)	Mason Reid (D.18)	Dave Barrowclough, Secretariat
Nicole Gauthier (D.12)	MC Thibeault (D.33 U.66)	Joe Rooyakkers, PC Liaison
Tom Golightly (D.20)	Leif Walther (D.25)	
	Dave Weichel (D.4)	



## Report of the Chairperson of Provincial Council

Provincial Council met five times since AMPA 2020 to carry out the Duties described in Bylaw 11.2.2.

For the first time in our history, all Provincial Council meetings were held remotely, and this will continue at least until the end of the 2020-21 Federation year. This has presented many challenges and required flexibility and creativity to ensure that we could meet the responsibilities and complete the work of Council while ensuring the safety of all staff and councillors in the face of an unprecedented global pandemic.

Staff and Provincial Councillors rose to the challenge and despite the many obstacles, Provincial Council continued to operate effectively and efficiently.

At the September meeting of Provincial Council, a number of motions were passed that created Equity Seeking Group caucuses at every Provincial Council as well as creating a Black Persons and Persons of Colour Advisory Work Group. In addition, opportunities for Antiracism Training and Equity Training will be provided for members and for staff through a variety of different initiatives.

When it became clear that AMPA 2021 was going to be presented remotely, Provincial Council was tasked with reviewing our current Election manual to ensure that it was appropriate for running an election in a remote capacity. The Election Manual Review Committee worked with senior staff to review the AMPA election manual and made recommendations to November Provincial Council which were accepted. My thanks to the committee who worked tirelessly to create a solid framework for fair and transparent elections at AMPA 2021.

In accordance with By-law 11.2.2.11.1, Provincial Council successfully negotiated contracts with all of the employee groups at Mobile Drive and ensured financial responsibility and organizational stability for the next few years. This represented a great deal of effort from various staff as well as focus from Provincial Councillors and many hours of work from the Compensation Committee. I want to express my thanks to all of these individuals. The amount of time that goes into each round of negotiations is significant and this was in addition to the normal day-to-day expectations of our regular work.

In addition to their positions as members of Provincial Council, many councillors also serve as members of our sub-committees and as liaisons to Provincial Standing Committees and Councils. I would like to extend my thanks to them for their additional work and for helping to keep the Provincial Council, and through them all members, informed of the activities of these other bodies during a period when there are so many other demands on their time.

On behalf of Provincial Council, I want to extend my thanks and appreciation to Colin Matthew, District 15, who served as Chair of Provincial Council in 2020 and Roxanne Beauchamp, District 32, who is currently Vice-Chair of Provincial Council. Additional thank yous to Randy Banderob and Peter Bates, Staff Liaisons, for their efforts at each and every meeting. I also thank the members of the Parliamentary and Constitution Council, who provide invaluable advice to Council as well as Speakers for Provincial Council in accordance with the process approved at

AMPA 2019. Special thanks from Council to OSSTF/FEESO Staff Jason Westmaas, Cathy Renfrew, Lisa Rogers, Giovanna Papatheodorou, and I will add my personal thanks to that of Council to Jade Maltar for her significant assistance in organizing the business of Provincial Council.

Each one of these talented and dedicated individuals play a part in ensuring that Council runs smoothly.

Finally, I would like to thank all the members of Provincial Council for their hard work and dedication during the past year. These are very trying times and the demands on our members are unprecedented. Our Councillors have continued to provide stable and solid leadership at a time when it is vital to our members. Their commitment to OSSTF/FEESO and to their members is essential in enabling Provincial Council to perform its many and varied roles as one of our most important decision-making bodies.

Respectfully submitted,

Glen Hodgson  
Chairperson, 2021 Provincial Council



## Report of the Chairperson of the Status of Women Committee

The Status of Women Committee (SWC) advocates for members who identify as women some, or all of the time. We work to ensure that OSSTF/FEESO policies, procedures and internal structures are equitable and accessible. We use an intersectional focus wherever possible in our work and we support forging partnerships with like-minded groups, both to engage our members and to empower women.

The COVID 19 pandemic and ensuing shutdown put a temporary pause to our committee work, cancelling our May 2020 outreach in North Bay and delaying our fall meetings, but it has not stopped it. Rather, we have taken the time to regroup in recognition that everything is not business as usual, and to adapt to working virtually.

We are finalizing the details of our 2021 Status of Women Conference – Ordinary Lives, Extraordinary Women. We are also resuming work on updates to our Pathways to Leadership document and workshop, on the promotion of free feminine hygiene products in schools, on developing curriculum resources for the Rise Up! Website as well as Ending Dress Codes project. We have set the intention as a committee to continue to examine domestic violence as a growing issue of concern to our members.

In addition to developing resources and offering workshops, the committee publishes *Update* articles and e-newsletters each Federation year to coincide with significant events. We continue to look for new ways to build community and solidarity by reaching out to our local Status of Women Officers, recognizing that they may need resources and support.

We also note with approval the equity work OSSTF/FEESO has already undertaken. Curriculum resources on Canadian Women's History and on Lives of Black Canadians are well underway. The Equity Mentorship has been extended, the Women's Advocate training is seeking extension and a bystander intervention workshop is in the process of being created.

OSSTF/FEESO continues to be actively involved in a wide variety of women's committees, and associations, such as:

- Canadian Labour Congress
- Ontario Federation of Labour
- Ontario Coalition for Better Childcare
- Youth Mental Health Canada
- Women's Legal Education and Action Fund (LEAF)
- Canadian's Women's Foundation
- Women's March
- Egale
- Equal Pay Coalition
- Native Women's Association of Canada
- Feminist Alliance for International Action (FAFIA)
- Ontario Health Coalition

The Liz Barkley Status of Women Award, given to recognize leadership displayed by an OSSTF/FEESO member in advocating and building awareness on women's economic and equality issues, was awarded in 2020 to Doug Van Der Horden, District 27 - PSSP, and will be presented at a future date.

I would like to thank the following members and staff for their support and commitment to OSSTF/FEESO and to our committee work. We appreciate all the work they do on behalf of members who are female, some or all of the time, transwomen, non-binary and cisgender women within our Federation and more broadly, in our province and country.

Lisa Mongrain, District 6A, Vice-Chair  
Karen Kading, District 19  
Solange Scott, District 12  
Laura Cipolla, District 16

Sarah McLaren, District 4  
Kelly Bevan, District 19  
Alison Dennis, District 26  
Nancy Tshibola, District 32

Aileen Fletcher, District 14, PC Liaison  
Martha Hradowy, PE Liaison

Tracey Marshall, Secretariat Liaison  
Wendy Ozyer, Provincial Office Staff

In Solidarity

Michelle Dalrymple, District 29  
Chair  
Provincial Status of Women Committee

**Addressing Systemic  
Racism in Ontario Schools  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**



## Addressing Systemic Racism in Ontario Schools – Proposed Policy Motions for OSSTF/FEESO

The Ontario Secondary School Teachers' Federation (OSSTF/FEESO) is a strong, independent, socially active union that promotes and advances the cause of public education and the rights of students, educators and educational workers. While establishing working conditions for its members, OSSTF/FEESO also works to build strong public services, preserve academic freedom, prevent the privatization and commercialization of our educational institutions, ensure that students receive an education that is free of bias and discrimination and provide an equitable opportunity for all students to succeed in a strong, well-funded public education system.

During the summer of 2020, the Minister of Education sent out a memo to the Directors of Education regarding *Ontario's Action Plan to Address Systemic Racism in Schools*. In it, the Minister acknowledged, "because of systemic racism, discrimination and inequality in the education system, certain students — including Black, Indigenous, and racialized students, and students living in low-income households — are more likely to be enrolled in Applied or Locally Developed Compulsory Credit courses".

The memo further indicated that, "These actions are focused on replacing policies and practices that may have led to inequities in the education system by:

- ending early streaming in secondary;
- taking steps to eliminate discretionary suspensions in Kindergarten to Grade 3;
- implementing human rights and anti-racism training and professional development;
- implementing stronger measures to address educators' discriminatory and racist behaviour and remarks; and
- supporting identity-based data collection."

From 2004-2016, OSSTF/FEESO participated in a number of the government's ministry tables where discussions on many of these issues occurred. Over that time, we have reviewed our own Federation's policies on these issues. In recent months, OSSTF/FEESO has revised our positions on many of these issues that have been identified in the government's memo.

Without a doubt, the effects of systemic racism are destructive. Further, policies and practices that have led to inequality affect groups of students and members disproportionately – in particular those who are Black, Indigenous, racialized, LGBTQ2SI, and/or living with a disability.

In response to the government's action plan on addressing systemic racism in schools, the Provincial Executive created an in-house work group to draft a position paper. The work group identified that the position paper would need to be evidence-based with proposed motions on external policy motions for delegates at the Annual Meeting of the Provincial Assembly (AMPA) to consider at the 2021 annual convention. There is no question that the task of addressing systemic racism in schools requires a fulsome response and the full position paper will be determined once the proposed policies have been debated at AMPA. In reviewing the Federation's current external policies, it was determined that OSSTF/FEESO should focus on the following areas that were identified in the Ministry of Education's action plan: curriculum, destreaming, hiring and promotions, professional development, and school resource officer programs (sometimes known as police in schools).

Based on the advice of the provincial Equity Advisory Work Group, the provincial Human Rights Committee, and a number of local leaders, provincial office staff reviewed a body of research on each of the identified issues. The following is a summary of the issues, followed by a list of existing policies, as well as proposed policies.

## **1. Curriculum**

Taking a neutral or passive stance on racism within the education system is not enough to counter the messages of racist institutions and perspectives in Ontario today. In other words, anti-racism cannot solely signify an absence of racism but rather must be an active battle against it.

A common central aspect of an anti-racist framework is that it must be a consciously politicized pedagogical approach that prioritizes confronting systemic or structural oppression. An important factor of anti-racism curriculum is whether or not the existing curriculum is being properly implemented and accurately portrayed in the classroom.

Schools which practice anti-racism must challenge domination and first understand "...how schools [themselves] play a role in perpetuating economic and cultural inequality through regular classroom discourse, student-student and student-teacher interactions and through curriculum." (Georgios & Miller, 2017: 98).

It is important to challenge and augment pedagogy (where necessary) by preparing teachers, education workers and their students with the emotional fortitude to move past feelings of guilt, anger or hopelessness by engaging them in these difficult conversations. Any attempt must always start with some intensive reflexive work on the educators' part and then, in turn, the students. For the teachers, this means learning how to teach for both difference and discomfort, while re/creating community in the classroom. The overwhelming conclusion from the literature being that if Ontario teachers and education workers were properly trained, educated, and supported with resources on a broad range of anti-racism curriculum, there would be a definite decrease in stereotyping, misrepresenting, and altogether avoiding of anti-racism curriculum and thus, an increase in the overall quality of anti-racism education.

Based on the research that was reviewed, three common goals of anti-racist education are:

- (1) making visible the power relations and structures that support systemic oppression (in schools and beyond);
- (2) challenging the denial of complicity in such oppression without triggering emotional paralysis (of either students and/or teachers), and ultimately; and
- (3) equipping teachers and students with the critical 'tools' for lifelong anti-racist action

### **Current OSSTF policies**

7.4.1 employers and/or the Ministry of Education should provide opportunities for members to be involved as equal partners in all aspects of the curriculum development process, including policy formulation, planning, development, validation, evaluation, and review at all levels from classroom through to the provincial level

7.4.2 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

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 judgement

7.7.1 all communications, publications, and curriculum materials should be inclusive and free of discriminatory bias and terminology

7.7.3 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

7.7.7 employers should provide adequate release time or appropriate compensation to assist staff in developing units of study and classroom materials

7.8.7 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

7.8.10 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

### **Proposed OSSTF/FEESO Policy**

It is the policy of OSSTF/FEESO that:

- 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.
- 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.
- 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.
- 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.

- 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.
- The Ministry of Education should update the content, pedagogy, and development of anti-racism and anti-oppression education in Ontario.

## 2. Destreaming

Streaming is generally defined as the sorting of students into different schooling types or into different curricula within the same schooling system, based on apparent ability. Theoretically, the division of classes by aptitude level gives each student an opportunity to succeed to the best of their ability and allows teachers and education workers to deliver and support efficient instruction. However, the pedagogical effectiveness of this practice has long been inconclusive.

One of the main issues with this argument of efficiency is that it does not account for the allocation of students into the wrong stream level. This can occur because of institutional bias, unreliable testing, or achievement scores that may not adequately reflect future learning potential. Though many students benefit from the ability to choose their courses, research has shown that this type of responsibility on the part of students and their families has the potential to exacerbate existing inequalities among students. Students and parents may not always have a clear understanding of the differences between the applied and academic pathways. Thus, one of the reasons students are misallocated to stream levels may be because they do not fully understand the potential consequences of their decisions. Misguided secondary course selections directly influence application to post-secondary programs.

Many researchers have found that early streaming can perpetuate existing inequalities between social classes and race and that achievement growth is smaller among students in streamed classrooms compared to destreamed classrooms, particularly for low-achieving students. Students in lower streams have also been found to experience lower quality instruction, a lack of organizational support, as well as instructional support, compared to peers in higher streams.

There is a uniform stance across most, if not all, contemporary education research that early streaming reinforces and exacerbates these existing social power imbalances within, and outside of, the classroom.

Under the *New Curriculum* in the 1990s, destreaming of grade 9 was launched in response to this education research. The relatively short timeframe in which these extensive and significant initiatives were set to launch bred skepticism from the public and resistance from teachers' unions. The Ontario Secondary School Teachers' Federation (OSSTF) argued that educators were unprepared for such an ill planned and poorly financed transition. The newly launched curriculum provided no clear assessment benchmarks or guidance for educators, leaving the public demand for accountability sorely unfulfilled. When it came to teaching and supporting students in a destreamed environment, some teachers and education workers were against the idea entirely, while others were unsure how they would manage to teach and support mixed ability classes effectively. Teachers, education workers, trustees, and administrators were equally outraged and overwhelmed by the financial and logistical costs of the proposed changes.

Under Premier Mike Harris, the Conservative government at the time effectively discontinued efforts toward destreaming, and discarded all of the anti-racism and equity-related content from curriculum and policy that was implemented by their predecessors.

While reviving the idea of destreaming in grade 9 may be a step in the right direction, it should be understood as one component of a broader approach and commitment to anti-oppression (work? actions?) recommended by researchers and education advocates. The literature indicates that in addition to destreaming, an anti-racist approach to improving student outcomes requires addressing race and class bias, supporting student achievement and success, and implementing measures and practices of accountability. With the right resources in place, mixed-ability classrooms are shown to be enriching for students of all streams. For early destreaming to be successful, more nuanced approaches to curriculum and student success are required. The literature also indicated that destreaming alone is not a simple solution to these issues. Destreaming initiatives need to be implemented alongside teacher and education worker training, the maintenance of high-quality teaching, a re-evaluation of school culture, open communication of all stakeholders involved, additional resources and time for teachers and students to complete curriculum, and continuous monitoring of student outcomes.

Destreaming is a complicated process with many factors affecting the experiences and outcomes of students. The process of destreaming needs to be flexible in order to accommodate for these factors ~~in order to~~ and bolster equity in education. Three important factors are: 1) the stratification of course enrollment; 2) the academic self-concepts of students; and 3) the attitudes of teachers and education workers on destreaming initiatives as well as the supports provided to them. Even teachers and education workers who support destreaming and believe in its merits face challenges in implementing (and delivering?) an effective destreamed curriculum. It is crucial to the success of teachers in implementing destreamed curricula that destreaming initiatives consider what is being asked of them and find ways to continually support them through this process. It has been found that when teacher beliefs do not align with the beliefs underlying destreaming initiatives, it hinders their ability to adopt teaching practices that will help them better teach a destreamed classroom. Thus, it is pertinent that all teachers and education workers are provided with appropriate training and access to additional resources prior to the implementation of destreamed classrooms. These initiatives require time and resources.

Some recommendations to help with the success of destreaming in grade 9 based on research are: rigorous curriculum, extra resources, small classes, tutoring services, additional support staff in classrooms, bridging courses, school structure reform, job class specific training and support, and administration reform. Further investigation into teaching, learning, and curriculum studies is required to determine more specific and effective instruction methods that would support a destreamed learning environment. Programming created specifically to serve and support diverse students is a critical step in addressing the systemic racism found at the root of streaming practices. When it comes to accountability, monitoring and evaluation are critical. In order to address issues of inequity in schooling, including systemic racism and streaming, disaggregated student and teacher/education worker data collection is one of the most powerful tools administrators and policy makers have. In order to “get destreaming right” communication and consultation between all stakeholders (i.e. the Ministry of Education, teachers, education workers, administrators, and racialized families) must be a priority. The importance of committed government leadership and funding cannot be stressed enough for destreaming to be successful in public education.

Streaming has a long and contentious history in Ontario. Equally as controversial seems to be

the move to eliminate it. However, a substantial amount of literature and research supports the movement to destream in grade 9, citing the disproportionate impacts on Black, Indigenous, racialized and low-income students' academic achievement and post-secondary pathways. In reflecting on this vast body of research, the connection between streaming practices and broader social inequities such as classism and racism cannot be overlooked. While destreaming in grade 9 may be a critical component of creating more equitable education systems, researchers and advocates assert that such efforts must work in tandem with additional programs, strategies, and cultural shifts. This includes: addressing racism and class bias among teachers and education workers and within curriculum; supporting student achievement through innovative instruction methods and targeted programming; and ensuring accountability through data collection, evaluation, and reporting, community partnership development, and strong leadership invested in supporting these changes with adequate funding.

There are also other factors that affect how students move through destreamed classes, some of which are beyond the control of schools. These include students' prior academic preparedness, parental expectations, parental education, household income, learning style, and previous schooling experience. Effective destreaming initiatives should consider these factors and attempt to mitigate the effects they have on reproducing inequality in the classroom.

### **Current OSSTF/FEESO policy**

It is the policy of OSSTF/FEESO that:

7.5.12 there should be no destreaming;

7.5.13. decisions about the streaming of students should be conducted in a manner that is sensitive to its historical impact on equity seeking groups

### **Proposed OSSTF/FEESO policy**

- Delete current 7.5.12

It is the policy of OSSTF/FEESO that:

- 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;
- recommendations to help with the success of destreaming should be evidence-based;
- there should be a commitment by the Ministry 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;
- the Ministry of Education should create specific programming to serve and support student needs;
- school boards should be held accountable through collecting and communicating disaggregated student and teacher data on destreaming;

- any new curriculum developed for destreaming should provide clear assessment benchmarks and guidance for teachers and education workers;
- class sizes for destreamed classes should be kept small;
- the Ministry should provide appropriate funding to support any destreaming initiatives;
- teachers and education workers should be provided with appropriate training and access to additional resources prior to the implementation of destreamed classrooms

### **3. Hiring and Promotions**

Addressing systemic racism in education must include a review of the principles of employment and hiring practices in the education sector. While OSSTF/FEESO represents workers and not employers in the field of education, the Ministry of Education and all employers in this sector should consider the contributions of this union, as well as other education unions, to the hiring policies and processes that are directly affecting and perpetuating the current system of racial inequity. Inequities in hiring policies affect external candidates seeking new jobs as well as internal candidates wishing to advance their careers through promotion or new opportunities. It has also been evident through research that the retention of Black, Indigenous, and racialized employees, and the stress upon these workers, is significant because many do not see themselves as part of a school community. It is therefore incumbent on OSSTF/FEESO to represent their well-being by ensuring an equitable system of hiring and promotion. A hiring and promotion process should aim to increase diverse representation within employee groups, while balancing qualifications and needs of specific programs. An increase in the presence of Black, Indigenous, and racialized education employees would lead to a more diverse and supportive system, not only for those workers but also for oppressed groups as a whole as well as the marginalized students they will inspire and support.

#### **Current OSSTF/FEESO Policies**

There are currently no OSSTF/FEESO policies regarding hiring and promotions in schools.

#### **Proposed OSSTF/FEESO policy**

It is the policy of OSSTF/FEESO that:

- employers ensure that training intended for individuals in decision-making positions should contain explicitly anti-racist and anti-oppressive content;
- equitable hiring and promotional practices involve consideration of the whole cycle of hiring pre and post hiring, including diverse panels and taking in to consideration the diversity of experiences from differing backgrounds
- in order to successfully recruit and diversify employee groups, a systematic, multilevel process must be created and implemented by school boards/employers that include: redefining skill sets, mentorship, and human resource supports. This multilevel process must involve foregrounding voices of oppressed peoples, as well as partnering and collaborating with racialized and other equity seeking communities and groups;

- employers must ensure that pathways to leadership positions must be transparent, readily available, and widely advertised.

#### **4. Professional Development and Training**

As identified above, professional development (PD) and training for teachers and education workers is a necessary component of any plan to address systemic racism and oppression. The goal of this learning should be to create a school system that responds to, as well as reflects the student diversity, and provides all students with the best opportunities for success.

Training must begin at the pre-service level. Faculties of Education must ensure that future teachers are equipped to identify, understand and address racism. A focus on multiculturalism and multicultural education is insufficient to achieve these goals (Miled, 2019). These measures remain surface responses to the deeper, historic and social impacts of race and ethnicity. Research suggests that training should include an understanding of Critical Race Theory and anti-racism. Educators need to be able to identify the dominant race/culture of the school and understand how that affects staff and students. Pratt and Danyluk (2017) stress that “greater cultural competence is essential to improving educational outcomes for all Canadians.” Pre-service training must also provide teacher candidates with the skills to engage in culturally relevant pedagogy.

Pre-service training is not sufficient. School boards must provide PD to their employees. The PD should be provided during work hours. Research suggests that PD on racism and anti-racism must be more than one session or course. Learning must be on-going. The government’s plan for “a year of learning” should be seen as a part of the journey, the completion of which cannot be seen as the end of the discussions. Parker (2017) found that the most effective PD was based on recognition, understanding and action, and addressed preconceived stereotypes and how to move past them. PD must include opportunities for action. Implementation of learning is an important part of change. Development of PD and training should include input from members of the communities that are reflected within the school.

The Ministry of Education and employers must also commit to providing professional development to all members of the education team. Providing PD on anti-racism to only teachers suggests that other members of the education team (e.g. educational assistants, office/clerical staff, custodial, IT staff etc.) have no impact on the culture of the school and the impact that that culture has on staff and students. Employees in non-school settings should also have opportunities for learning in these areas.

In developing PD opportunities, Ministry and School board officials must recognize that not every staff member is at the same point in their anti-racism journey. Funding and release time should be available for staff to participate in additional self-selected professional development.

#### **Current Policies:**

##### **7.8. Professional Development**

It is the policy of OSSTF/FEESO that:

7.8.1. members should have the right to determine, according to their professional judgment, the objectives and programs of their professional development activities; (A.18)



7.8.4. 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)

7.8.7. 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)

7.8.8. 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)

7.8.9. 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; and (A.18)

7.8.10. 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)

7.14.2. boards of education, the Ministry of Education, faculties of education, and other post-secondary institutions should provide professional development opportunities to assist Members in developing practices that contribute to anti-racism, anti-homophobia, anti-sexism, cultural pluralism, ethnocultural equity and a positive self-image in all learners; (A.12)

7.20.3. professional development programs should be provided about the authentic historical experiences of First Nation, Métis and Inuit people from their perspective; (A.14)

### **Proposed Policy Motions**

It is the policy of OSSTF/FEESO that:

- professional development programs should be provided about the authentic historical experiences of Black and racialized people from their perspective

## **5. School Resource Officer or Police Resource Programs in Schools**

The presence of law enforcement in secondary schools across North America has expanded drastically over the past twenty years. In cities across Canada and the United States, partnerships between school boards and police departments have placed armed and uniformed officers (called School Resource Officers, or SROs) into schools, often in neighbourhoods with higher proportions of racialized and low-income families, with the stated mandate of improving the relationship between police and young people. The introduction of police into schools has been the source of tremendous controversy in Canada and the United States.

SRO activities in Ontario are governed by the Ministry of Education but developed at the local level between school boards and police departments and guided by “Police-School Board Protocols.” The purpose of these protocols is to outline the working relationship between the two institutions as well as the appropriate responses if/when police intervention is requested in schools.

Although some Canadian SRO programs have existed for a number of decades, others—including the one in Toronto—sprung up in the context of the broader turn toward punitive

discipline. Ontario's Ministry of Education did enact zero tolerance-based legislation (the Safe Schools Act ) in 2001, but was forced to shift toward a more progressive disciplinary model in 2007 after the Ontario Human Rights Commission found that the policy was having discriminatory effects on groups of students, particularly Black, Indigenous, racialized, marginalized students as well as those living with disabilities and those of the LGBTQ2SI communities.

The existing literature clearly refers to policing in schools as a direct manifestation of the zero-tolerance and crime-control based approach to education, not as a constructive alternative. Critical scholars have demonstrated that SRO policing and other zero tolerance-based policies not only produce negligible effects as a strategy for improving school safety in general but have also exacted a severe and often disastrous toll on certain youth—specifically Black, Indigenous and racialized students. Moreover, some research has found that SROs can create a sense of fear and violence in schools, interfering with learning opportunities and causes students to miss school or become otherwise disengaged, which then increases their chances of becoming involved with the justice system.

Policing in schools is not an isolated phenomenon, and it cannot be removed from the deeply felt histories of oppression of both the policing and the educational institutions. The failure to name entrenched systems of racism, white supremacy and privilege as central to this discussion represents a fundamental lack of understanding of the contemporary and historical realities of the subjugation of Black, Indigenous, racialized, marginalized students as well as students with disabilities and those of the LGBTQ2SI communities.

#### **Current OSSTF/FEESO Policies:**

There are currently no OSSTF/FEESO policies regarding the use of police in schools.

#### **Proposed Policy Motions:**

It is the policy of OSSTF/FEESO that

- 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
- 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 LGBTQ2SI communities should be rescinded and not be permitted in any Ontario school or board of education
- 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
- the Ministry of Education should conduct an immediate, independent, third party review of every "Police-School Board Protocols" document for all schools in Ontario

- 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;
- 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
- all future school board policies, programs, or procedures, should be required to demonstrate and reflect a fundamental understanding of the contemporary and historical realities of the subjugation of Black, Indigenous, racialized, marginalized students as well as students living with disabilities and those of the LGBTQ2SI communities.

**Committee to Review  
Committees and Councils  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## **Committee to Review Committees and Councils Report AMPA 2021**

### **PREAMBLE – COMMITTEE TO REVIEW COMMITTEES AND COUNCILS**

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Each year, the Committee to Review Committees and Councils (CRCC), a subcommittee of the Provincial Executive, is charged by the Annual Meeting of the Provincial Assembly (AMPA) with reviewing OSSTF/FEESO's committees and councils on a five-year rotational basis.

The following were scheduled for review in the 2020-2021 school year:

- **Comité des services en langue française (CSLF)**
- **Faculty of Education Advisory Work Group (FEAWG)**
- **Mediation Services Resource Bank (MSRB)**

This year, the Committee to Review Committees and Councils (CRCC) established timelines to bring a preliminary verbal report to the November meeting of Provincial Council and a written draft report to the February meeting of the Provincial Council for discussion and feedback. The review process and timelines are attached as **Appendix A**.

The CRCC met with the chairs of the Committees and Work Groups, and with assigned staff, to discuss the committee/work group work, and has received a report with suggestions to the CRCC and Provincial Executive. The guidelines that they followed in completing this report are attached as **Appendix B**.

## REVIEW SCHEDULE

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Based on the bylaws, the review schedule for the next four (4) years will be as follows:

### **2021-2022**

- Active Retired Members Council
- Benevolent Council
- Environmental Advisory Work Group
- First Nations, Métis and Inuit Advisory Work Group

### **2022-2023**

- Finance Committee
- Human Rights Committee
- New Member Engagement Advisory Work Group
- Protective Services Committee

### **2023-2024**

- Health & Safety/Workplace Safety and Insurance Act Committee
- Status of Women Committee

### **2024-2025**

- Communications and Political Action Committee
- Educational Services Committee
- OMERS Advisory Work Group
- Parliamentary/Constitution Council

## COMITÉ DES SERVICES EN LANGUE FRANÇAISE

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In reviewing the CSLF, the Committee to Review Committees and Councils had the opportunity to conduct an interview with the chair of the committee as well as the Executive Assistant assigned to CSLF, to discuss a written submission from CSLF to the Committee to Review Committees and Council. Terms of reference, function, operation and membership of the committee were discussed.

The CSLF plays an important role within OSSTF/FEESO to ensure that francophone members and members, who speak French as part of their role within OSSTF/FEESO, have their needs met within OSSTF/FEESO.

The CSLF had demonstrated there has been considerable improvement to the services provided to francophone members, which has facilitated a greater involvement in the actions and goals of the organization. There are now approximately 6500 francophone members within OSSTF/FEESO. The committee monitors French language services for Francophone members from District 31, 32, 33 and 35 as well as members who speak French within all Districts of OSSTF/FEESO.

Recent work of the committee includes, but is not limited to the following:

- Creating a francophone resource available in both languages in order to help members and provincial committee chairs. For example, the Acronym Wheel and an alphabetical list of these that are now available on the OSSTF/FEESO website.
- Has made recommendations to the Provincial Executive regarding translated content for the OSSTF/FEESO website.
- Every 3 years, the CSLF organizes a conference, which occurred most recently on May 10 and 11, 2019, in Ottawa, with the theme: *Bien nourrir notre identité francophone*. They invited a guest speaker and participants could select from four workshops. OTIP, OMERS and EFG had a table at the conference entrance in order to inform members of services they offer in French.
- A complete review of the OSSTF/FEESO website in order to determine if recommendations can be made in order to offer more services to Francophone members and members who speak French within OSSTF/FEESO.

### TERMS OF REFERENCE

- 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 coopted; 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 25 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. (.16)

### **COMMITTEE RECOMMENDATIONS**

There are no recommended changes suggested to the structure. The committee seeks to ensure that they have fair and equal representation, which includes francophone and anglophone districts in order to serve Francophone members, and members who speak French within OSSTF/FEESO.

The committee recommends that their terms of reference be expanded to consult and inform the membership of the activities and initiatives.

### **CRCC RECOMMENDATION**

The committee suggests that the CSLF have a clause added to their terms of reference which would align with the communication expectations of other committees within OSSTF/FEESO.

BIRT Procedure 9.3.3 be amended by the addition of a new subsection to read:  
 9.3.3.x to establish and maintain an effective communication network between the CSLF Committee and membership through the provincial organization with regards to the needs of francophone issues and French language services.



## **FACULTY OF EDUCATION ADVISORY WORK GROUP**

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The Faculty of Education Advisory Work Group's (FEAWG) role is to advise the Provincial Executive on any matters related to teacher education pertaining to Active or Associate Members and such other matters as may be referred to it by the Provincial Executive. In order to perform this role effectively, members of FEAWG act as liaisons of information, concerns, issues, advice, and data sharing between OSSTF/FEESO and the various Ontario faculties of education with English speaking Intermediate/Senior teacher education programs.

FEAWG members are the face of OSSTF/FEESO within the faculties of education. Teacher candidates (and faculty members) are encouraged to contact us regarding union related issues and questions that may occur during their teacher training and subsequent job search. Some FEAWG members attend their faculty's career fair to balance the information presented by recruiters from boards and other education employers.

FEAWG members also attend Federation Days at the faculties: to introduce Teacher Candidates to the valuable work of OSSTF/FEESO, including, but not limited to, ethics, stances, policies and the other work we do to protect and advance the cause of education. Each year, some members of FEAWG serve on the OTF Teacher Education Liaison Committee, as determined by the rotation established by OTF.

Finally, FEAWG members administer the OSSTF/FEESO Faculty of Education Award for each publicly-supported Ontario faculty of education with an Intermediate/Senior and/or Technological Education pre-service program, and make recommendations to the Provincial Executive as to the recipient of each award.

The members of FEAWG are the first contact many of our future members have with OSSTF/FEESO which often leads to long term engagement with the federation. The work group provides tremendous value in establishing a working relationship with each faculty, and in many cases provides leadership and consultation on emerging public education issues.

### **TERMS OF REFERENCE BYLAW 12.6.7**

2.6.7 Faculty of Education Advisory Work Group

12.6.7.1 The Advisory Work Group shall have, from among its members, members assigned to the OTF Teacher Education Liaison Committee, as determined by the rotation established by OTF. (A.16)

12.6.7.2 The Advisory Work Group shall advise the Provincial Executive on any matters related to teacher education pertaining to Active or Associate Members and such other matters as may be referred to it by the Provincial Executive. (A.16)

12.6.7.3 The Advisory Work Group shall administer the OSSTF/FEESO Faculty of Education Award for each publicly-supported Ontario faculty of education with an Intermediate/Senior and/or Technological Education pre-service program, and make recommendations to the Provincial Executive as to the recipient of each award. (A.16)

**WORKGROUP SUGGESTIONS:**

The FEA WG provided no suggestions for change to the current terms of reference, and the language in the constitution reflects the work of the committee.

**CRCC RECOMMENDATIONS:**

The current terms of reference satisfactorily encompass the work of the work group. The CRCC certainly supports its recent efforts to conduct an internal review of how representatives are selected by their various districts. They are also exploring ways to find additional opportunities to engage new members into becoming more engaged in the work of the union.

## MEDIATION SERVICES RESOURCE BANK

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The role of the Mediation Services Resource Bank is to address conflict between OSSTF/FEESO members and, using mediation and restorative practices, restore peace to enable members to return to work together.

The MSRB aims to provide our members a safe return to a workplace free from conflict. While mediation may not resolve all aspects of disagreement and discomfort, it does allow each participant to work with a better understanding of themselves and the others.

In addition MSRB provides a unique service to OSSTF/FEESO members and this saves our organization immense resources both at the local and provincial levels. Grievances, arbitrations and even dismissals (and the costs associated with these) are often avoided.

### TERMS OF REFERENCE

- 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. 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.16)
      - 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)
  - 10.5.5. 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. Based on the recommendation of MSRB, the Provincial Executive may remove a member of MSRB who is not regularly available to provide mediation. (A.16)
- 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)

In reviewing the Mediation Services Resource Bank, the Committee to Review Committees and Councils had the opportunity to interview the Executive Assistant assigned to MSRB. Three changes to the MSRB's Terms of Reference were suggested. All three amendments were developed through consultation with the members of the MSRB.

## CRCC RECOMMENDATIONS:

### **Recommendation 1: Removal of a member of MSRB**

Existing Language:

Procedure 10 – Membership and Constitutions/Terms of Reference of Councils

10.5 MEDIATION SERVICES RESOURCE BANK (MSRB)

10.5.9. MSRB Article 9 - Removal of MSRB Member

10.5.9.1. Based on the recommendation of MSRB, the Provincial Executive may remove a member of MSRB who is not regularly available to provide mediation. (A.16)

Resolution re: Removal of a member of MSRB

BIRT 10.5.9.1 be replaced with “The Provincial Executive may remove a member of MSRB.”

### **Recommendation 2: Making the number of members of MSRB flexible**

Existing Language:

Procedure 10 – Membership and Constitutions/Terms of Reference of Councils

10.5 MEDIATION SERVICES RESOURCE BANK (MSRB)

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. 12 members of OSSTF, broadly representative of the membership and with due regard to expertise in mediation, who shall be appointed by the Provincial Executive; (A.16)

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)

Resolutions re: Making the number of members of MSRB flexible

BIRT 10.5.4.1 be amended with the insertion of “up to” between “composed of” and “13 members”.

BIRT 10.5.4.1.1. be amended with the insertion of “up to” before “12 members of OSSTF”.

### **Recommendation 3: Establishing terms for members of MSRB**

Resolutions re: Establishing terms for members of the MSRB

BIRT 10.5.4 be amended by the addition of new subsections to read:

10.5.4.X. Members are appointed to MSRB for 5-year terms.

10.5.4..Y The Provincial Executive may reappoint a member of the MSRB whose term has expired for additional terms.

**The 2020 CRCC Report found below was initially included in Volume 3, AMPA 2020. Due to time constraints, this report did not get presented at AMPA and the motion to endorse the report was not put. As such, the 2020 CRCC Report has been included as part of the CRCC 2021 Report.**

## **Committee to Review Committees and Councils Report AMPA 2020**

### **PREAMBLE – COMMITTEE TO REVIEW COMMITTEES AND COUNCILS**

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Each year, the Committee to Review Committees and Councils (CRCC), a subcommittee of the Provincial Executive, is charged by the Annual Meeting of the Provincial Assembly (AMPA) with reviewing OSSTF/FEESO's committees and councils on a five-year rotational basis.

The following committees, work group and council were scheduled for review in the 2019-2020 school year:

- Communications and Political Action Committee
- Educational Services Committee
- OMERS Advisory Work Group
- Parliamentary and Constitution Council

This year, the Committee to Review Committees and Councils (CRCC) established timelines to bring a preliminary verbal report to the November meeting of Provincial Council and a written draft report to the February meeting of the Provincial Council for discussion and feedback. The review process and timelines are attached as **Appendix C**.

The CRCC met with the chairs of the Committees, Work Group and Council, and with assigned staff, to discuss the committee/council/work group work, and has received a report with suggestions to the CRCC and Provincial Executive. The guidelines that they followed in completing this report are attached as **Appendix D**.

## REVIEW SCHEDULE

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Based on the bylaws, the review schedule for the next four (4) years will be as follows:

### **2020-2021**

- Comité des services en langue française
- Faculty of Education Advisory Work Group
- Mediation Services Resource Bank

### **2021-2022**

- Active Retired Members Council
- Benevolent Council
- Environmental Advisory Work Group
- First Nations, Métis and Inuit Advisory Work Group

### **2022-2023**

- Certification Council/Certification Appeal Board
- Finance Committee
- Human Rights Committee
- New Member Engagement Advisory Work Group
- Protective Services Committee

### **2023-2024**

- Health & Safety/Workplace Safety and Insurance Act Committee
- Status of Women Committee



## COMMUNICATIONS AND POLITICAL ACTION COMMITTEE

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The role of the 2019-20 Communications and Political Action Committee (CPAC) has been to provide advice, assistance, training, support and resources to Districts/Bargaining Units regarding OSSTF/FEESO communication and political action. Committee members have worked hard at November regionals to empower local Communications Officers with many tools, strategies, and datasets to debunk the Ford's massive cuts to public education. The overarching goal has been to utilize the expertise of the committee to support the strategies to assist in preparation for local and provincial negotiations. The Protective Services and Communications/Political Action departments are working together to cultivate sustained public support for public education and our workers. It has contributed to consistent messaging throughout the province in defense of the public education system.

Some of the CPA Department tools that have been highlighted are:

- [betterschoolsstrongereconomy.ca](http://betterschoolsstrongereconomy.ca)
- [hereforstudents.ca](http://hereforstudents.ca)
- [bargainingforeducation.ca](http://bargainingforeducation.ca)

There is also a new emphasis on building coalitions with other progressive organizations, as well as parent groups.

The terms of reference appear satisfactory at this time.

### TERMS OF REFERENCE:

#### 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)

#### **COMMITTEE SUGGESTIONS:**

The committee provided no suggestions to the current terms of reference as the language in the constitution reflects the work of the committee.

#### **CRCC RECOMMENDATIONS:**

The current terms of reference satisfactorily encompass the work of the committee. There were no suggestions to add, or remove any terms. The committee remains focused on delivering service work in support of OSSTF/FEESO. CPAC is determined to provide locals with resources, content and capacity for all locals and bargaining units engaged in communications and political initiatives.

## EDUCATIONAL SERVICES COMMITTEE

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The mission of the Educational Services Committee (ESC) is to foster and promote the professional growth of OSSTF/FEESO members in order to enhance the quality of publicly funded education in Ontario. ESC critically evaluates and researches educational issues thereby providing direction, information, skills, and resources to members and the community.

This year the Educational Services Committee reduced the number of subcommittees from three (3) to two (2). The committee felt that this increased the number of participants and improved the diversity in each subcommittee.

The committee continues to work toward its goal of ensuring different sectors of the Federation are represented and are honouring equity and inclusion.

As the terms of reference underwent a review in 2019 and the changes were adopted at AMPA 2019, there are no further revisions or changes required at this time.

### TERMS OF REFERENCE:

#### 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)

**COMMITTEE SUGGESTIONS:**

The Educational Services Committee currently participates on the Corporate Intrusion Task Force. The suggestions or intentions would be to develop further opportunities to work with other committees.

**CRCC RECOMMENDATIONS:**

As the terms of reference underwent a review in 2019 and the changes were adopted at AMPA 2019, there are no further revisions or changes required at this time.

## **OMERS ADVISORY WORK GROUP**

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The OMERS Advisory Work Group is an advisory body to the Provincial Executive according to the following bylaw:

- 12.6.8.1 The Ontario Municipal Employees' Retirement System Advisory Work Group shall advise the Provincial Executive on any matters related to the Ontario Municipal Employees Retirement System and such other matters as may be referred to it by the Provincial Executive. (A.16)

The OMERS Advisory Work Group consists of ten (10) members from support staff bargaining units, who are appointed to the work group by the Provincial Executive.

The work group also includes a Provincial Executive Liaison and secretariat members. OSSTF/FEESO has a direct relationship with OMERS through a representative to the Sponsors Corporation and a representative to the Administration Corporation, both of whom are invited to attend the work group meetings.

The work group closely follows its mandate and provides advice to the Provincial Executive to undertaking initiatives. Fatima De Jesus and Chris Goodsir are the secretariat assigned, and are pension experts on OMERS working on behalf of our members.

Given the current changes occurring within OMERS and in the relationship between OMERS and OSSTF/FEESO, it is likely that the work group will become increasingly useful in the foreseeable future. The OMERS Advisory Work Group continues to be valuable to the Provincial Executive.

### **TERMS OF REFERENCE:**

- 12.6.8.1 The Ontario Municipal Employees Retirement System Advisory Work Group shall advise the Provincial Executive on any matters related to the Ontario Municipal Employees Retirement System and such other matters as may be referred to it by the Provincial Executive. (A.16)

### **CRCC RECOMMENDATIONS:**

No changes are recommended.

## PARLIAMENTARY AND CONSTITUTION COUNCIL

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The purpose of the Parliamentary and Constitution Council (PCC) is to help the Federation function as efficiently and effectively as possible. Both constitutional language and parliamentary procedure exist to ensure that proceedings are fair, clear, and accessible to all members.

One of the main duties of the PCC is to review constitutions on a five (5) year rotation for districts and bargaining units. The purpose of these reviews is to ensure that local language is clear, complete and not internally conflicting, thereby ensuring that a district or bargaining unit understands how it functions. The focus is on the work rather than the conflict around determining how or if things should be done.

Additionally, PCC acts as Steering and/or Speakers to Provincial Council, AMPA, and local AGMs. Upon request, PCC will also provide support and advice to these bodies regarding questions of parliamentary procedure, ensuring that proceedings are fair and accessible to all members.

Furthermore, the Strategic Action plan approved at AMPA 2019 tasked PCC to complete a review of all local bargaining units and district constitutions over the next three (3) years. Supplementary checklists and suggested changes will be provided to locals to use in planning for AGM's. As a result, this review has required additional meeting time and work for the council.

PCC continues to make progress on this part of the Strategic Action Plan.

### TERMS OF REFERENCE:

- 10.7. **PARLIAMENTARY AND CONSTITUTION COUNCIL (PCC)**
- 10.7.1. **PCC Constitution**
- 10.7.1.1. **PCC Article 1 – Name**
- 10.7.1.1.1. The name of this organization shall be the Parliamentary and Constitution Council. (A.16)
- 10.7.1.2. **PCC Article 2 – Objects**
- 10.7.1.2.1. to provide advice and assistance to OSSTF/FEESO on matters related to constitutions, bylaws, policies, procedures and Rules of Order; (A.16)
- 10.7.1.2.2. to provide steering and/or support for OSSTF/FEESO meetings (A.16)
- 10.7.1.3. **PCC Article 3 – Membership**
- 10.7.1.3.1. PCC shall consist of up to 12 members, who shall not be Provincial Councillors, as follows: (A.16)
- 10.7.1.3.1.1. 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)
- 10.7.1.3.1.2. up to 2 members who may be co-opted; (A.16)
- 10.7.1.3.1.3. one non-voting member from the Secretariat designated by the General Secretary; and (A.16)
- 10.7.1.3.1.4. 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)
- 10.7.1.4. **PCC Article 4 – Meetings**

- 10.7.1.4.1. The Parliamentary and Constitution Council's funding will be based on 4 meetings per Federation year. (A.16)
- 10.7.1.5. **PCC Article 5 – Duties**
- 10.7.1.5.1. 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)
- 10.7.1.5.2. To provide 2 or 3 of its members to act as a Steering Committee at meetings of the Provincial Council. (A.16)
- 10.7.1.5.3. 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 the Constitution, Bylaws, Policy, and Rules of Order (A.16)
- 10.7.1.5.4. To provide advice and assistance to Districts(s), Bargaining Units and Branches, on matters related to their constitutions, bylaws and policies. (A.16)
- 10.7.1.5.5. 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)
  - 10.7.1.5.5.1. matters of parliamentary procedures, the ordering of an agenda, and the sequencing of resolutions and procedures followed; (A.16)
  - 10.7.1.5.5.2. the drafting or phrasing of resolutions; (A.16)
  - 10.7.1.5.5.3. the possible effect of resolutions on procedures and/or on other resolutions; and (A.16)
  - 10.7.1.5.5.4. any other matters referred to it by one of these bodies. (A.16)
- 10.7.1.5.6. To, upon request, provide a Speaker and/or Steering Committee to District or Bargaining Unit general meetings whenever possible. (A.16)
- 10.7.1.5.7. 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)

#### **COMMITTEE SUGGESTIONS:**

The current Terms of Reference effectively describes the work of the PCC. The Chair and Staff assigned to PCC met with the Committee to Review Committees and Councils and raised a number of concerns with respect to the workload expected from committee members and that often times members are completing work on their own personal time. The PCC is funded for four (4) meetings per year and have experienced a significant amount of turnover in the last few and this has made it difficult to balance the requirement of completing their work. The PCC also recommended a housekeeping change to the Terms of Reference to reflect the practice of providing workshops at Leadership and when requested by bargaining units and/or districts.

#### **CRCC RECOMMENDATIONS:**

The Committee to Review Committees and Councils has reviewed the recommendations of the Parliamentary and Constitution Council and agree that the review of constitutions have placed additional workload to members of the committee, often which is completed on their own time. We believe the workload is temporary and the request for additional meeting time and the addition of members of the committee can be best met under the Strategic Action Plan. The recommendation to include training in the terms of reference is also not being included at this time because the Committee to Review Committees and Councils recommends that the Provincial Executive review the PCC after the completion of the Strategic Action Plan.

**COMMITTEE TO REVIEW COMMITTEES AND COUNCILS  
AMPA MOTION RECOMMENDATIONS**

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**Communications and Political Action Committee**

No motions required.

**Educational Services Committee**

No motions required.

**OMERS Advisory Work Group**

No motions required.

**Parliamentary and Constitution Council**

No motions required.



**ANNUAL REVIEW  
of  
STANDING COMMITTEES / COUNCIL / WORK GROUPS**

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## REVIEW PROCESS

In **2020-2021**, the following Committees/Council/Work Groups will be reviewed:

- Comité des services en langue française
- Faculty of Education Advisory Work Group
- Mediation Services Resource Bank

The Committee to Review Committees responsible for this process is a sub-committee of the Provincial Executive. Its membership is, Dave Warda Chairperson, Martha Hradowy, and Malini Leahy, Executive Officers.

The Process for the review will occur in the following sequence:

1. a letter will be sent to current Chairs and Secretariat Liaisons to Committees/Council/Work Groups under review;
2. Chairs will consult with Committees/Council/Work Groups to create a submission;
3. initial submissions of a written report to the Provincial Executive Sub-Committee from all interested parties by **Monday, November 2, 2020**;
4. members of the CRCC will seek clarification on committee submissions from Committee/Council/Work Group Chairs;
5. the Provincial Executive Sub-Committee will provide a preliminary verbal report outlining each Committees'/Council's/Work Groups' requests to the Provincial Executive **Thursday, November 19, 2020**;
6. a preliminary verbal report to the Provincial Council will be made by the Committee to Review Committees and Councils at the **Friday, November 20, 2020** meeting;
7. follow up interviews with current Chairs and/or Secretariat Liaisons will take place by **Friday, November 27, 2020**;
8. a written report to PE based on follow up interviews on **Tuesday, December 8, 2020**;

9. an information report from the Provincial Executive to the Chairs by **Wednesday, January 13, 2021** allowing an opportunity for feedback from Committee/Council/Work Group Chairs or secretariat by **Wednesday, January 20, 2021**;
10. an on-time report in writing to the Provincial Council presented at the **Friday, February 5, 2021** meeting; and
11. final report to the Annual Meeting of the Provincial Assembly in **March 2021**.

**ANNUAL REVIEW  
of  
STANDING COMMITTEES / COUNCILS / WORK GROUPS**

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**REPORT GUIDELINES 2020-2021**

In your report, please address the following areas:

**1. INTRODUCTION**

- a. What do you believe to be the role of your Committee/Council/Work Group, and what are the greatest contribution(s) of your Committee/Council/Work Group to the members of OSSTF/FEESO?

**2. In light of the discussion under 1(a) above please discuss:****a. TERMS OF REFERENCE**

- i. The effectiveness of the current terms of reference as they relate to the work of your Committee/Council/Work Group.
- ii. Whether there are any changes to the Terms of Reference that would more accurately reflect what your Committee/Council/Work Group is currently doing?
- iii. Whether there are any changes to the Terms of Reference that would more accurately reflect what you feel your Committee/Council/Work Group should be doing?
- iv. Whether there are any areas of responsibility, which rest with your Committee/Council/Work Group, which would be more appropriately assigned to another Committee/Council/Work Group and vice versa?

**b. INTEGRATION**

- i. Are there areas of responsibility, which your Committee/Council/Work Group is currently undertaking with other Committees/Councils/Work Groups?
- ii. Are there areas of responsibility, which your Committee/Council/Work Group could undertake with other Committees/Councils/Work Groups?

**c. SIZE AND STRUCTURE**

- i. What changes, if any, should be made to your Committee/Council/Work Group structure?

- ii. What is your Committee/Council/Work Group currently doing to ensure that the diversity of membership in OSSTF/FEESO is reflected in your Committee/Council/Work Group and what could your Committee/Council/Work Group further do?

**ANNUAL REVIEW  
of  
STANDING COMMITTEES / COUNCILS / WORK GROUPS**

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**REVIEW PROCESS**

In **2019-2020**, the following Committees/Councils/Work Group will be reviewed:

- Communications and Political Action Committee
- Educational Services Committee
- OMERS Advisory Work Group
- Parliamentary and Constitution Council

The Committee to Review Committees responsible for this process is a sub-committee of Provincial Executive. Its membership is Martha Hradowy, Chairperson, Malini Leahy and Dave Warda, Executive Officers.

The Process for the review will occur in the following sequence:

1. a letter will be sent to current Chairs and Secretariat Liaisons to Committees/Councils/Work Group under review;
2. Chairs will consult with committees/councils/work groups to create a submission;
3. initial submissions of a written report to the Provincial Executive Sub-Committee from all interested parties by **Monday, November 4, 2019**;
4. members of the CRCC will seek clarification on committee submissions from Committee/Work Group Chairs;
5. the Provincial Executive Sub-Committee will provide a preliminary verbal report outlining each Committee's/Council's/Work Group's requests to the Provincial Executive **Thursday, November 21, 2019**;
6. a preliminary verbal report to the Provincial Council will be made by the Committee to Review Committees and Councils at the **November 22, 2019** meeting;
7. follow up interviews with current Chairs and/or Secretariat Liaisons at Provincial Office will take place by **Friday, November 29, 2019**;
8. a written report to PE based on follow up interviews on **Tuesday, December 10, 2019**;

9. an information report from the Provincial Executive to the Chairs by **Wednesday, January 15, 2020** allowing an opportunity for feedback from Committee/Council/Work Group Chair or secretariat by **Wednesday, January 22, 2020**;
10. an on-time report in writing to the Provincial Council presented at the **February 7, 2020** meeting; and
11. final report to the Annual Meeting of the Provincial Assembly in **March 2020**.

**ANNUAL REVIEW  
of  
STANDING COMMITTEES / COUNCILS / WORK GROUPS**

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**REPORT GUIDELINES 2019-2020**

In your report, please address the following areas:

**1. INTRODUCTION**

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**2. In light of the discussion under 1(a) above please discuss:****a. TERMS OF REFERENCE**

- i. The effectiveness of the current terms of reference as they relate to the work of your Committee/Council/Work Group.
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- i. Are there areas of responsibility, which your Committee/Council/Work Group is currently undertaking with other Committees/Councils/Work Groups?
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**Employee Life  
and Health Trust  
Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## ELHT Advisory Work Group Report

The ELHT Advisory Work Group was created by a motion at AMPA and the current bylaw reads as follows:

**12.6.14.1 The ELHT Advisory Work Group shall advise the OSSTF ELHT on any matters related to the provincial benefits plan (A.16)**

The ELHT Advisory Work Group initially focussed their discussions on the process that would be used to deal with issues presented to it for discussion and deliberation. Issues have been discussed, and the work group has then provided recommendations to the ELHT, as per the mandate.

As a standard item at each of the meetings held, work group members are brought up to date on benefit issues. When necessary, ELHT and OTIP representatives, as well as OSSTF ELHT trustees, from time to time attend portions of the work group meetings in order to present topics for consideration or to act as resources prior to deliberations taking place.

There are many factors that may impact the stability and sustainability of the ELHT OSSTF benefit plan and its divisions. Eligibility of members for access to benefits was recently amended through the latest Central Agreements and is being implemented this school year and is but a single example of changes that may impact the plan. The work group also considers information gathered, in addition to financial data, and considers topics that will ultimately lead to the smoother operation of the plan. Information presented may be actual benefit usage and experience, member input, and trends in benefits. This additional information could also result in recommendations for change being made to the ELHT.

The work group has met once so far this Federation year and will meet as necessary, on an ongoing basis, when presented with issues for consideration and recommendations.

The current membership of the work group is as follows:

Paul Caccamo – Vice President  
Mary Arseneau – D19  
Thomas Barnes – D17  
Vicki Buder – D24  
John Mazara – D15  
Erin Roy – D9

Karen Littlewood – Vice President  
Lynn Auger-Parent – D33, Unit 59  
Lisa Black-Meddings – D12  
Dan Hawkins – D18  
Betty-Jo Raddin – D7  
Richard Seeley – D6A

With assistance from Provincial Office Staff:

Kerri Ferguson – Associate General Secretary, Protective Services  
Chris Goodsir – Director, Negotiations and Contract Maintenance  
Dave Russell – Executive Assistant  
Rob Shaheen – Executive Assistant

**Environmental  
Advisory Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## Report of the Environmental Advisory Work Group

The Environmental Advisory Work Group (EAWG) was established at AMPA 2011, with the purpose of providing advice to the Provincial Executive (PE) “on any matters related to environmental matters within the Federation and any other matters as may be referred to it by the PE” (bylaw 12.6.10.1). (Note: a precursor to the EAWG was created at AMPA 2008 as part of the Annual Action Plan - as an Ad Hoc Environmental Work Group with a specific mandate for one year to write a report to AMPA 2009, outlining environmental best practices for OSSTF/FEESO. The Ad Hoc Work Group also met in 2010 and 2011 with funding from the Contingency Account.)

While the terms of reference for the EAWG are not specifically defined beyond what is stated in bylaw 12.6.10.1, it has provided guidance on questions related to environmental issues. This included making recommendations to the Provincial Executive to address environmental issues at the provincial office site. The EAWG requested and was granted the opportunity to review the proposed plans for the redevelopment of the Provincial Office, provided feedback and offered suggestions. It was important to OSSTF/FEESO and the EAWG that the new Provincial Office has a minimal ecological footprint, both in construction and operation, and were encouraged by how EAWG ideas and suggestions were received. We anticipate and look forward to continued opportunities to collaborate with the building committee in this advisory capacity.

Usually, members of the work group meet about three or four times a year to discuss, plan and propose new ideas to be considered by the Provincial Executive. This past year has proved to be a challenge in this respect, as the pandemic prevented us from having in person meetings and limited the need to have remote meetings. As such, we have shifted our focus to researching and providing support for our organization and to consider environmentally responsive practices while using remote technology and conducting business and activities in an on-line environment. This has proved challenging especially when considering that both our leadership and membership have been focused on the difficulties associated with the 2020 educational environment.

The EAWG prepared activities to be implemented at both AMPA 2020 and Summer Leadership 2020, which included potential workshops and our information table. Once again, because of the pandemic, these initiatives have been placed on hold.

We continue to highlight our EAWG report (*Greening our Union*) and our guide for locals (*Small Steps to a Greener Union*), and we will be looking at creative modifications and suggestions to this document that reflect the new reality associated with remote learning.

At AMPA 2020, the EAWG submitted several motions aimed at creating and enhancing OSSTF’s work with other affiliates and with members of the broader labour. Unfortunately, most of those motions were not able to be considered at the Remote Annual General Meeting (RAMPA), were updated in the latter half of 2020 and have been submitted to AMPA 2021 for consideration.

## **Collaborative Initiatives**

The EAWG has continued to liaise with other environmental organizations, striving to create solid connections between like-minded groups that are working hard to address environmental challenges in the context of the education and labour movement. Issues related to climate change are obviously front and center in this work and we will continue to foster these relationships.

We have also worked with CPAC to provide suggestions for contract language specifically dealing with contractual issues that will result from a warming planet and a changing environment. Although bargaining continues to be challenging with a Conservative government, we continued to look at our workplace from an environmental perspective and suggested ways in which responsible environmental practices can further enhance the working conditions of our members.

The EAWG has focused on enhancing our collaboration outside OSSTF/FEESO and we regularly work with the Climate Action Network of Canada (a national organization that works closely with the CLC) and the Ontario Clean Economy Alliance (a group of nearly 100 organizations representing a broad cross-section of Ontario organizations that have united to show leadership in addressing the crucial issue of climate change). We continue to support the Green Economy Network (GEN). Members of the EAWG have attended planning meetings with the OCEA and the GEN, helping to shape their policy positions and communications strategy and participating in their various lobbying strategies.

Finally, the EAWG has undergone some structural changes including the adoption of term limits for their members. This change alone will help to encourage a broader range of perspectives on the EAWG and create even more opportunities for members of OSSTF who wish to contribute to our important work. The EAWG also increased the overall compliment of members by one this year, creating a workgroup of six members in addition to our Staff and PE liaison.

## **Environmental Initiatives**

Each year, AMPA approves District/Bargaining Unit funding for a variety of environmental initiatives. The EAWG would like to applaud the districts and bargaining units that have applied for environmental initiative funding with the ultimate goal of reducing the OSSTF/FEESO environmental footprint.

Districts and Bargaining Units are encouraged to review the OSSTF/FEESO *Financial Handbook* and consider applying for funding under one of the following budget lines:

2065 – Environmental Initiatives – \$12,000

2071 – Local Climate Change Initiatives – \$10,000

Also, please see information about account # 6390 – Carbon Neutral Offsets - \$2,000.

The Environmental Advisory Work Group is comprised of the following members:

Julie Hendren, District 15  
Glen Hodgson, District 4  
Hayssam Hulays, District 12  
Erin Leonard, District 14  
Matt Roy, District 6A

Amanda Watson, District 29  
Earl Burt, Treasurer, PE Liaison  
Steven Newstead, Secretariat Liaison  
Connie Ying, OSSTF/FEESO Staff

**Equity  
Advisory Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## Report of the Equity Advisory Work Group

The Equity Advisory Work Group, as per Bylaw 12.6.15, shall advise the Provincial Executive on any matters related to inclusion and equity within the Federation and any other matters as may be referred to it by the Provincial Executive.

In the nearly 10 years of existence, the Equity Advisory Work Group (EAWG) has retained its original composition of five members at large. Over that time, the EAWG has been called upon to provide advice and assistance to the Equity Officer and the Provincial Executive on a variety of OSSTF/FEESO equity initiatives. Examples of Federation projects that the EAWG has given input in include member-training workshops for a number of years at the Summer Leadership Conference, the 2015-2016 Member Participation survey, the Racial Justice workshop, the Gender 101 training for Mobile Drive employee groups, as well as the Equity Mentorship Program. Given the increased demand of the EAWG as a resource for the Provincial Executive and the Equity Officer, as well as anti-racism work that is expected, the Provincial Executive has expanded the size of the EAWG from five members to ten members.

This year, the Work Group has once again been busy with providing advice to the Provincial Executive on a number of matters. Among them, the Work Group has reviewed the OSSTF/FEESO Equity Statement, the voluntary self-identification process, and the framework on the Action Plan to Support Equity and Anti-Oppression. As well, the Work Group provided advice on a number of issues such as barriers to participation for members.

The Work Group has already met four times during this Federation year and will continue to do so in the spring.

The members of the Equity Work Advisory Group are:

Sylvère Baransegeta	D. 32 – Unité 64
Tisha Barnes	D. 22 – Niagara, TBU
Allison Cillis	D. 21 – Hamilton-Wentworth, TBU
Eric Keunne	D. 20 – Halton, TBU
Krista McCracken	D. 35 – Universities, Algoma University Support Staff
Desmond O'Connor	D. 1 – Ontario North East, PSSP
Hafeeza Patel	D. 12 – Toronto, OTBU
Sheil Patel	D. 19 – Peel, TBU
Solange Scott	D. 12 – Toronto, PSSP
Vanessa Stoby	D. 16 – York Region, TBU
Karen Littlewood	Provincial Executive Liaison, Provincial Office
Jenny Chen	Secretariat Liaison, Provincial Office
Rosemary Judd-Archer	Secretariat Liaison, Provincial Office

# Report of the Equity Officer



**E Q U I T Y**  
m a t t e r s



## Report of the Equity Officer

The major focus for this year is the Federation's commitment to dismantling all forms of racism—including anti-Indigenous racism, anti-Black racism—all forms of discrimination, and all forms of oppression within the Federation and beyond.

We have made and continue to make use of the internal expertise that exists in the Federation. As part of the process, the Provincial Executive has also sought the expertise of an external consultant to provide training on understanding how to challenge forms of oppression, and in particular, anti-Black racism. This expertise has helped us to create a set of principles that can guide us as we do this work. These guiding principles will help us to identify where change is needed (our goals) and how to implement those changes (our strategy). Located in Volume 3 is the paper, Action Plan to Support Equity and Anti-Oppression.

Work is well underway on the creation of two new workshops (Addressing Anti-Black Racism, Allyship) and two new resources (Canadian Black Lives, Canadian Women's Lives). These are expected to be available by early 2022. Due to the restrictions related to the COVID-19 pandemic, OSSTF/FEESO has shifted to providing professional developing and training in virtual settings. There are a number of equity related workshops available through the Educational Services Department that are written for members by members. Advocacy to Activism: A Blueprint for Equity, Equity in Practice, and Racial Justice are among a series of many equity related workshops available by request. To learn how to request a workshop for your bargaining unit, district, or worksite, please contact your Educational Services field secretary member.

OSSTF/FEESO encouraged participation in Pride activities and produced items for our members to distribute at the various activities. In 2020, Pride activities continued its traditions in virtual settings across the province.

As we continue to seek ways to engage our members, there are a number of ways that Provincial Office can assist members and district leaders. Account 2090 (Member Accessibility Funding) and Account 7392 (Addressing Barriers to Equity) continue to be available to members who require assistance in order to participate in OSSTF/FEESO activities without impediment.

OSSTF/FEESO continues to offer an Anti-Harassment Officer Training session to support district and bargaining unit leaders to implement their Anti-Harassment Policies and Procedures. The Provincial Executive encourages district and bargaining units to extend the Anti-Harassment Officers' Training session to a wide range of local leaders, including executive members, Grievance Officers, committee members, worksite representatives and designated Anti-Harassment Officers.

The In-House Equity Work Group, chaired by the Equity Officer, continues to meet with the General Secretary, a Provincial Executive liaison, Directors of departments, staff who are assigned to the provincial equity related assignments, as well as human resource staff at

Provincial Office to coordinate equity initiatives within OSSTF/FEESO.

Respectfully submitted,  
Jenny Chen  
Secretariat/Equity Officer

**Faculty of Education  
Advisory Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## Report of the Chairperson of Faculty of Education Advisory Work Group

### A. Role

The Faculty of Education Advisory Work Group (FEAWG), consisting of one OSSTF/FEESO representative as designated by the Teachers' Bargaining Unit of the district in which each faculty is situated, performs a number of valuable functions each year, including:

1. FEAWG members organize Federation Day presentations and other workshops at the Faculties of Education in co-operation with other members of their District, Bargaining Unit and provincial office. In addition, they actively promote the OSSTF/FEESO Certification Presentation. These presentations are our crucial first contact with our future members. They highlight key aspects of OSSTF/FEESO members' professional rights, duties and responsibilities, showcase the resources OSSTF/FEESO offers, ways to get involved in federation activities and review the Federation's social and political activism and collective bargaining achievements.
2. FEAWG members sit on the Teacher Education Liaison Committees (TELC) attached to each Faculty of Education in Ontario, with representatives from ETFO, OECTA, teacher candidates, faculty members and the Dean. Federation members chair the TELC following a schedule devised by the Ontario Teachers' Federation. The Affiliate representatives are the union voice on these committees, speaking for our current members who serve as associate teachers and our future members who are teacher candidates within the faculty.
3. FEAWG members are the face of OSSTF/FEESO within the faculties of education. Teacher candidates (and faculty members) are encouraged to contact us regarding union-related issues and questions that may occur during their teacher training and subsequent job search. Some FEAWG members attend their faculty's career fair to balance the information presented by recruiters from boards and other education employers.
4. FEAWG members encourage student representation on the Teacher Education Liaison Committee in each faculty. We invite one Intermediate/Senior General Education or Technological Studies teacher candidate from each faculty as a guest to AMPA to provide an opportunity for our future members to observe the decision-making body of our union.
5. FEAWG members encourage student activism and participation in the governance of their faculties as a first step in becoming activists in their schools and in their professional teaching lives.
6. FEAWG members sit variously as observers and participants on the Teacher Education Advisory Committee (TEAC) and sometimes other committees governing the operation of each Faculty of Education.
7. FEAWG members liaise with the Deans of the Faculties of Education.
8. FEAWG members who are chairs of their local TELC also sit on the OTF Teacher Education Liaison Committee.

9. FEA WG members take part, with members of OECTA and ETFO, in the College of Teachers' accreditation reviews of existing pre-service programs, or the accreditation of proposed new pre-service programs, of the various Faculties of Education.
10. Our members advise the Provincial Executive on various teacher education issues and on accreditation issues at the College of Teachers.

## **B. New and Continuing Issues**

FEAWG members continue to update, revise, and improve the information for teacher candidates presented at each faculty on Federation Day. The focus this academic year has been to update the generic Federation Day Presentation to be more user friendly and up to date with current issues and priorities.

The COVID-19 pandemic has brought new challenges to teacher candidates and associate teachers. While members are encouraged to continue to accept teacher candidates in their in-person or virtual classrooms, there is no intent to pressure anyone to take on more than they can handle during these extraordinary times. Advice for associate teachers during a pandemic was developed and shared via a D/BU and on the member-protected website. FEA WG continues to monitor the impact of the pandemic on practicum placements and the short- and long-term implications associated with 'alternative' placements underway this year to deal with a shortage of Associate Teachers.

Members of FEA WG have been successful in encouraging faculties to schedule Boundaries presentations offered by the affiliates for their first-year teacher candidates and to some concurrent university students. All faculties book this presentation from at least one of the affiliates for their teacher candidates, and all presentations have been virtual for 2020-2021.

OSSTF/FEESO offers one \$1,000 Faculty of Education Award at each of the publicly-funded Ontario faculties of education which have an English-language Intermediate/Senior and/or Technological Studies program. The criteria emphasize actively promoting unionism and the professional nature of teaching and advocating for fellow teacher candidates. All applications will come to the provincial office, and the recommendations of the recipient for each faculty will be done by FEA WG. Applicants, who in the opinion of the OSSTF/FEESO Provincial Executive, have shown a clear understanding and empathy for the values of unionism, and who are attempting to secure a job with a public secondary board are eligible for this award. A poster promoting this award was distributed to teacher candidates through their TELCs.

Members of FEA WG participated in the fifth OTF/Curriculum Forum Symposium on Teacher Education, *Creating Conditions, Conversations and Collaboration for Equity, Inclusion and Diversity in Teacher Education*, held virtually on February 5 -6, 2021. The purpose of the symposium was designed to enable FEA WG members and their colleagues from Teacher Education Liaison Committees (TELCs), Subject/Division Associations and Faculties of Education across the province to dialogue about a range of equity-seeking groups and related issues.

**Members of the faculty of education advisory work group:**

Laurie Lamothe, D3 Rainbow

Jake Loof, D4 Near North

Susan Robinson, D6A Thunder Bay

Tiffany Faubert, D9 Greater Essex

Tim Davis, D11 Thames Valley

Danica Izzard, D12 Toronto

Ryan Kelly, D13 Durham

Darcy Wight, D14 Kawartha Pine Ridge

Blair Vowles, D16 York Region

Toby Ley, D22 Niagara

Duane Faris, D25 Ottawa-Carleton

David Stewart, D27 Limestone

Provincial Executive Liaison: Dave Warda, OSSTF/FEESO Provincial Office

Secretariat Liaison: Peter Bates, OSSTF/FEESO Provincial Office

Respectfully submitted

Peter Bates, Secretariat Liaison

**First Nations, Métis, Inuit  
Advisory Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## **Report of the Chairperson of First Nations, Métis, Inuit Advisory Work Group**

The First Nations, Métis, Inuit Advisory Work Group (FNMI AWG) has met twice in the 2020/2021 Federation year prior to AMPA 2021. The Work Group is composed of eleven First Nations and Métis, a member of the Provincial Executive, and a Secretariat liaison. The Work Group has continued to offer advice to the Provincial Executive on several issues related to First Nations, Métis and Inuit education, and broader Indigenous issues affecting our Indigenous members, students, and communities. The Work Group created and facilitated a Land Acknowledgement training presentation, conducted a review of their terms of reference, provided input and advice related to the OSSTF/FEESO Anti-Harassment and Equity Statement, and the Equity Action Plan. The Work Group assisted with a letter of solidarity and support for 1492 Land Back Lane, and a letter to the Federal government calling on the end of delay in action, called for in the Final Report of Missing and Murdered Indigenous Women. The most significant project the Work Group undertook was related to OSSTF/FEESO's ongoing efforts to increase member awareness about Indigenous cultures. A new Land Acknowledgement Training presentation was developed by the FNMI AWG and presented at the November Provincial Council, additional presentations will be held for Federation members in the future. This action is another example of OSSTF/FEESO's ongoing efforts to implement the Calls to Action from the Truth and Reconciliation Commission.

This new resource provides support for members, leaders, and staff in learning about the treaty and traditional territory on which OSSTF/FEESO members live and work, and in engaging with reconciliation during every Federation event. This presentation is only a small step towards the larger goal of educating and supporting local leaders and members in their journey towards discovering the truth, so that meaningful reconciliation and connections with Indigenous Peoples across the province can continue.

The members of the Work Group recommend that Treaties Recognition Week, held annually during the first week in November, be embedded into the curriculum and done on a daily/regular basis. It will take time to establish these types of events, and it will take more than one generation to overcome the systemic racism that First Nations People face. OSSTF/FEESO should continue to take action that will assist in raising awareness about the significance of this week.

The Work Group also wants to recognize Dan Stevens (D4–TBU), who continues to be the OSSTF/FEESO representative on the OFL First Nations, Métis, Inuit Circle and the Canadian Teachers' Federation Advisory Committee on Indigenous Education. Strengthening OSSTF/FEESO's relationships with affiliate/coalition organizations benefits the FNMI AWG, and is instrumental in ensuring the broader labour movement continues to actively represent the interests of First Nations, Métis and Inuit workers, including education workers, at the provincial and national levels.

The FNMI Advisory Work Group continues to meet at least three times per year and provide immediate feedback electronically on urgent matters regarding First Nations, Métis and Inuit education issues to the Provincial Executive.

The Work Group has been able to function within the budget provided for 2020/2021. However, in light of the ongoing efforts to review internal structures, policies, procedures, combined with the increase in actions aimed at protecting and preserving the inherent rights of Indigenous Peoples occurring across the province and country, the Work Group anticipates that there may be additional unscheduled meetings required to respond to the requests for advice from the

Provincial Executive. The difficulties associated with the COVID-19 pandemic, combined with the inability to predict how often the Work Group's advice will be requested, make it a challenge to project future expenditures. Therefore, the Work Group is requesting that funding stays level for the 2021/2022 Federation year; however, should additional funds be required to fulfil their responsibilities, we hope that the resources and support required are made available. Members of the First Nations, Métis, Inuit Advisory Work Group are:

Charlene Camillo, District 11  
Lisa Corbiere-Addison, District 3  
Chris LaRocque, District 6A  
Garrett Metcalfe, District 13  
Sandra Miller, District 11  
Laurie Minor, District 35  
Marjorie Paleshi, District 24  
Daniel Stevens, District 4  
Farrell White, District 5B  
Sheila White, District 6A  
Dave Warda, Provincial Executive Liaison  
Dan Earle, Secretariat Liaison



**Local Staff and  
Elected Officials’  
Working Conditions  
Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## **Report of the Local Staff and Elected Officials' Working Conditions Work Group**

The Local Staff and Elected Officials Working Conditions Work Group was created by the Strategic Action Plan and approved at AMPA 2019. Its mandate is to provide advice to districts and bargaining units on best practices for OSSTF/FEESO districts and bargaining units as employers for hired (unionized and non-unionized staff), seconded staff and elected officials.

The Workgroup is composed of John Bernans, D.11, Susan Brighton, D.18, Paul Caccamo, Vice President, Pierre Côté, General Secretary, Cindy Gage, D.20, Matt Link, Legal Counsel, Michael Platt, D.12, Shannon Smith, D.22, Jim Spray, CFO and Marie-Claude Thibault, D.33.

The Workgroup met on November 7, 2019, November 12, 2020, November 30, 2020 and February 1, 2021. They reviewed existing practices in their districts, contracts and constitutional language. They openly discussed the challenges for union members to act as employers for small staffs and seconded members. They discussed concrete examples involving recent serious employment issues in a multitude of districts and bargaining unit. They also sought extensive advice from legal counsel on best practices.

Unionism is built on volunteerism and solidarity. Whereas volunteerism continues to be the cornerstone of union work, more and more districts and bargaining units have decided to have time-released officers, who are either elected or appointed into their roles. Many also hire full-time permanent staff to support the work of the districts or bargaining units.

Over the past few years, Provincial Office has seen an increase of issues in districts and bargaining units arising from the working conditions of the staff and/or elected officials. There is also a greater propensity than before to resort to or to threaten litigation when things go wrong. The legal landscape is also continually evolving. There is a greater requirement, now more than ever before, for "employers" to have the right processes, practices and policies in place. Informal practices are no longer acceptable. Documentation and accountability is now essential for all those concerned. The absence of documentation in the form of contracts, policies and formal practices, exposes the entities and the people who work for them to serious litigation and liability.

This is the reason the workgroup was created. Although there is nothing currently in OSSTF's Bylaws compelling districts and bargaining units to adopt best practices in their role as employers, the workgroup believes that an essential first step is to provide a template of documents to assist them in their roles. The Summer Leadership Conference has had a workshop for union leaders acting as employers for years now. Those workshops are not compulsory, however. Moreover, up until now there has not been a comprehensive repository of information available to districts and bargaining units to assist them in this area. The purpose of this report is to provide that information and to open the door to next steps in the evolution of OSSTF/FEESO districts and bargaining units as employers in their own right.

We firmly believe that this evolution toward greater accountability will be welcomed by all of those who work for OSSTF/FEESO. As a union, whether provincially or locally, we are fortunate to have such great employees and officers who work for us. All deserve our respect. Proper rules and policies need to replace good intentions and promises. We owe it to the people who work for us.

This report is written as a resource. It is organized into several sections:

- Employment Checklist (Appendix A)
- Sample Employment Agreements (Appendix B)
  - Sample of an actual comprehensive Bargaining Unit Staff Officer Contract (B-1)
  - Sample of an employee contract (B-2)
- Performance Review (Appendix C)
- Confidentiality Agreement (Appendix D)
- Sample Workplace Policies (Appendix E)
- Constitutional checklist/examples (Appendix F)

These resources are comprehensive documents that should be edited to suit the unique circumstance of the District and/or Bargaining Unit, and the circumstances surrounding the terms of employment for the Staff Officers or employees.

In addition to these resources, we strongly encourage Districts and Bargaining Units to engage in fulsome review of the Constitutions and Bylaws, Policies and Employment contracts and seek appropriate advice from Provincial Office and/or legal counsel.

## CHECKLIST – CONSIDERATIONS FOR HIRING NEW EMPLOYEES

### 1. Job Description and Posting

#### *Issues to Consider*

- Understanding the Position: Prior to drafting a job description and/or posting, develop a complete understanding of the position. To do so, consider: (a) all of the duties and responsibilities of the position; (b) their scope and level; (c) the context in which these are to be performed; (d) the amount of responsibility, authority and accountability required to perform the work; (e) the major and minor activities.
- Essential Competencies: Identify and choose only the most crucial/essential competencies required to demonstrate high performance for the role. When determining the essential competencies, consider factors such as: (a) the difficulty or criticality of the task being performed; (b) the impact on job outcomes; and (c) the impact on the performance of other employees.
- Experience and Training Required: Review the competencies and determine the various ways in which these could be acquired through education, experience (work, volunteer and/or life) and/or training. It is important to determine qualifications that are appropriate to the job on day one and not inappropriately high or low.
- Special Considerations: Some jobs may require additional specific criteria, which may be important to include in the job description and/or posting, such as: (a) criminal records review; (b) drivers or other licenses; (c) professional designations; (d) occupational certifications; (e) physical requirements; and/or (f) willingness statements (such as willingness to work in a loud environment).
- Cover the Key Areas: Job descriptions typically include the following key areas: (a) job title; (b) job location; (c) organizational structure (such as who the position reports to); (d) job purpose summary; (e) key responsibilities of the role; (f) hours of work; (g) salary and benefits; (h) contact and reference information.

### 2. Interview Process

#### *Issues to Consider*

- Interview Process: Prior to selecting candidates, the Company should develop a process to interview candidates. As part of this process, an interview team should be set up.
- Interview Questions: Interview questions should be prepared in advance. The questions should seek information about past job performance, skills, and personal traits which are directly related to the position. Questions should also be worded clearly and should be neutral.
- Documentation: If candidates are scored on competencies and other criteria or required to provide written answers to questions, copies of all such documentation should be maintained, ideally for a minimum of three (3) years or longer.

- Debriefing: We do not recommend providing debriefing sessions for unsuccessful candidates. There are risks that comments made during debriefing sessions can be misinterpreted causing potential liability for districts and bargaining units.

### 3. Background/Reference Checks

#### *Issues to Consider*

- Pre-Employment Testing: Should be restricted to determining fitness for duty and required in relation to a conditional offer of employment. Any testing should be necessary for the specific position and completed bearing in mind that accommodation issues may be raised as a result of the testing. Testing should be conducted by an employee's physician upon receiving a job description from the employer. An employer should not receive or have access to any specific information relating to the employee's condition and should only receive a confirmation of whether or not the employee is fit to perform a specific position. In special positions where an employee must be fit to perform the position, employers often have employees sign an acknowledgement that they are fit for duty.
- Human Rights: Ensure that any background checks do not reference one of the protected grounds under the applicable human rights legislation. Further, only background checks necessary for the specific position should be completed.
- Criminal Background Checks: The necessity of a criminal background check should be considered on a case-by-case basis, keeping in mind any human rights violation issues that may be raised. For example, criminal background checks may be appropriate in situations where employees work in the financial industry or where direct contact with clients/customers/patients/students is necessary.

### 4. Onboarding New Employees

#### *Issues to Consider*

- What to Obtain from Employees: During the onboarding process, the following should be obtained from a newly hired employee: (a) employment offer letter (signed); (b) void cheque for payroll; (c) presentation of social insurance number card and photocopy made of card; (d) TD-1 tax form (Federal); (e) TD-1 tax form (Provincial); (f) copies of Company policies, signed by employee.
- Policy Sign Off and Training Completion: after completing the onboarding process, the new employee should be provided with copies of all employer policies and sign acknowledgements as have received, reviewed and agreed to be bound by such policies. Copies of acknowledgement pages should be maintained in the employee's file. Any training that the employee is required to complete should also be noted and signed off on by the employee and maintained in the employee's file for future reference.

### Budget

- Establishing a budget: The local executive should consider establishing a budget for employment related expenses such as legal costs.

**EMPLOYMENT AGREEMENT  
(the “Agreement”)**

**Between:**

**OSSTF/FEESO District [X] Teachers’  
Bargaining Unit  
(the “TBU”)**

**and**

**(Staff Officer First and Last Name)  
“(Staff Officer Last Name)”**

**Article One - Employment**

- 1.1 The TBU agrees to employ (TBU Staff Officer Last Name) as TBU Staff Officer and (TBU Staff Officer Last Name) agrees to accept such employment in accordance with the terms set forth in this Agreement.
- 1.2 (TBU Staff Officer Last Name) acknowledges and agrees that during the term of this Agreement set out in Article 2.1 below, (TBU Staff Officer Last Name) has been granted a leave of absence without pay from [X] District School Board.
- 1.3 While seconded to the TBU, (TBU Staff Officer Last Name) will remain an employee of [X] District School Board on a leave of absence without pay as specified within the terms and conditions of the [X] TBU Collective Agreement.

**Article Two - Term of Agreement**

- 2.1 (TBU Staff Officer Last Name)’s employment shall be for a continuous period of two (2) years commencing on (date) (the “Agreement Term”) unless terminated in accordance with the provisions of Article 9.

**Article Three – Performance Appraisal**

- 3.1 The TBU President will conduct an annual performance appraisal of (TBU Staff Officer Last Name) and report to the TBU Executive and Council at their April meetings.
- 3.2 Documentation relating to the assessment of (TBU Staff Officer Last Name)’s competence and level of performance will be provided to (TBU Staff Officer Last Name) upon commencement and throughout the course of the performance appraisal process.

## Article Four - Salary and Expenses

- 4.1 The TBU will pay (TBU Staff Officer Last Name) an annual regular salary of Category 4 x 1.19 over the Agreement Term, to be paid through [X] District School Board payroll, less applicable withholdings and deductions, payable in accordance with [X] District School Board practices.
- 4.2 The TBU will reimburse (TBU Staff Officer Last Name) for expenses reasonably incurred in fulfilling the duties of the Staff Officer position, as verified by receipts, which include, but are not limited to, office supplies and services, travel, food, accommodation. At its sole discretion, the TBU may issue a credit card to the Staff Officer to reduce individual receipts.

## Article Five – Hours of Work

TBD

## Article Six - Sick Leave and Absences

### 6.1 Sick Leave Days

- 6.1.1 For each year starting (date), (TBU Staff Officer Last Name) will be eligible for sick leave paid 100% of (TBU Staff Officer Last Name)'s regular salary for up to (11) days of absence due to illness.
- 6.1.2 Sick days granted but remaining unused during the year may be banked up to a maximum of 120 days to be used during the following year for sick leave and/or disability benefits top-up to be paid at 90%. Any sick days granted but remaining unused at the date of (TBU Staff Officer Last Name)'s termination or resignation of employment or end of the Agreement Term shall be forfeited. For greater certainty, (TBU Staff Officer's Last Name) shall not be entitled to be paid out unused sick days upon cessation of employment with the TBU.
- 6.1.3 The TBU, through the President, reserves the right to require or request that an absence be certified by a qualified medical doctor, or dental practitioner, or registered psychologist. The TBU shall pay for the cost of such certification.
- 6.1.4 Deductions shall be made from (TBU Staff Officer Last Name)'s sick leave days for the number of working days of absence because of personal illness including medical appointments, where such appointments require a half or full day leave of absence. Working days shall not include Saturdays, Sundays, statutory holidays or annual vacation. No salary payments shall be made for absence beyond the number of sick days in 6.1.1 above. If the Staff Officer is still sick following the exhaustion of available sick days, the Staff Officer can apply for LTDI.

## Article Seven - LTD

TBD

- 7.X The TBU Staff Officer shall have access to the Provincial OSSTF/FESSO LTD plan.

## **Article Eight - Statutory Holidays, Vacation and Benefits**

- 8.1 In addition to all statutory holidays, (TBU Staff Officer Last Name) will be entitled to the two week Winter Holiday break and March break, when not required to perform Staff Officer duties.
- 8.2 The TBU Staff Officer shall be entitled to the same holidays as provided for under the TBU Collective Agreement, unless required to perform Staff Officer duties. If required to work on a holiday provided for under the TBU Collective Agreement, the TBU Staff Officer will be provided with at least two (2) weeks advance notice and be given a substitute holiday off with pay as mutually determined by the TBU and (TBU Staff Officer Last Name).

### **Benefits - TDB**

## **Article Nine - Termination and Resignation**

### 9.1 Termination by the TBU

This Agreement and (TBU Staff Officer Last Name)'s employment may be terminated at any time prior to the end of the Agreement Term:

- (a) For cause, as defined in Article 9.2; or
- (b) Without cause prior to end of Agreement Term, as provided in Article 9.4.

### 9.2 Termination for Cause

For the purposes of this Agreement, "cause" means:

- (i) the existence of cause of termination of employment as determined by the laws of the province of Ontario; or
- (ii) (TBU Staff Officer Last Name) breaches any material obligation under this Agreement and fails to rectify such breach within ten (10) days of provision of written notice to do so by TBU President.

### 9.3 In the event of a termination for cause in 9.2, (TBU Staff Officer Last Name) shall receive payment of any salary, to the date of termination. TBU shall have no other obligations to (TBU Staff Officer Last Name) under the TBU Collective Agreement.

### 9.4 Termination without Cause Prior to End of Agreement Term

The TBU may terminate this Agreement without cause at any time prior to the end of the Agreement Term by providing (TBU Staff Officer Last Name) with advance notice in writing and/or pay in lieu of notice and benefit continuance (to the extent permitted by the relevant policies) as follows:

- (i) Less than six (6) months remaining in the Agreement term: four (4) weeks;
- (ii) More than six (6) months but less than twelve (12) months remaining in



the Agreement Term: eight (8) weeks;

(iii) More than twelve (12) months but less than eighteen (18) months remaining in the Agreement Term: twelve (12) weeks; or

(iv) More than eighteen (18) months but less than twenty-four (24) months remaining in the Agreement Term: sixteen (16) weeks;

#### 9.5 Reasonableness

(TBU Staff Officer Last Name) acknowledges and agrees that the payments and benefits described in Article 9.4 are reasonable compensation in lieu of notice of the termination of (TBU Staff Officer Last Name)'s employment, and upon the TBU providing (TBU Staff Officer Last Name) with such payments and benefits, (TBU Staff Officer Last Name) shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, benefits, damages, costs or compensation in respect of (TBU Staff Officer Last Name)'s employment or the termination thereof, whether under this Agreement, the Employment Standards Act, 2000, statute, common law or contract, and (TBU Staff Officer Last Name) specifically agrees that upon receipt of the payments and benefits described in Article 9.5 (TBU Staff Officer Last Name) will execute a formal release document releasing the TBU from any and all claims related to (TBU Staff Officer Last Name)'s employment with the TBU or the termination of (TBU Staff Officer Last Name)'s employment by the TBU.

#### 9.6 Resignation by (TBU Staff Officer Last Name)

(TBU Staff Officer Last Name) shall be entitled to terminate this Agreement and (TBU Staff Officer Last Name)'s employment with the TBU, at any time and for whatever reason, upon providing one (1) month written notice to the TBU. The TBU shall be entitled, in its sole discretion, to accept such resignation effective immediately or at any time during the notice of resignation period and pay to (TBU Staff Officer Last Name) the applicable salary and benefits during the remainder of the notice of resignation period.

### Article Ten – Privacy

10.1 None of the information contained herein shall be divulged by either party to anyone other than their respective professional advisors, except for salary, vacation and benefit entitlements or as required by law.

10.2 Necessary information will be shared for purposes of payroll and benefits.

### Article Eleven – Conflicting Employment and Confidentiality

11.1 (TBU Staff Officer Last Name) agrees that, during the term of this Agreement, (TBU Staff Officer Last Name) will not provide services to a Conflicting Employer, whether in the form of employment, consulting or otherwise. For the purposes of this Article, “Conflicting Employer” means the Ontario Ministry of Education or any school board, government or government agency or trust generally, other than the TBU. Violation of this Article shall constitute a fundamental breach of this Agreement and may result in termination of this Agreement.

11.2 (TBU Staff Officer Last Name) agrees that, during the term of this Agreement, (TBU Staff Officer Last Name) will be exposed to or otherwise become aware of confidential information concerning the business of the TBU (“Confidential Information”). Confidential Information is a valuable asset, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of the TBU. The TBU agrees that at all times during (TBU Staff Officer Last Name)’s employment, other than as required in the normal course of business and in the best interests of the [X] TBU, and at all times following termination of (TBU Staff Officer Last Name)’s employment and/or this Agreement for any reason, (TBU Staff Officer Last Name) shall hold in confidence and keep confidential all Confidential Information (except information that is or lawfully becomes public information).

**Article Twelve – General**

- 12.1 Waiver. Failure to require compliance with any provision or condition provided under this Agreement at any one time, or several times, shall not be deemed a waiver or relinquishment of such provision or condition at any other time.
- 12.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the parties with respect to the subject-matter hereof.
- 12.3 Modifications. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.
- 12.4 Headings. The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.
- 12.5 Severability. If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted here from.
- 12.6 Survival. Notwithstanding the termination of the Agreement for any reason, all provisions of this Agreement which by their terms are to be performed following the termination hereof shall survive such termination and be continuing obligations.
- 12.7 Governing Law. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.
- 12.8 Acknowledgments. (TBU Staff Officer Last Name) acknowledges that (TBU Staff Officer Last Name) has had sufficient time to review this Agreement thoroughly, (TBU Staff Officer Last Name) understands the terms of this Agreement and (TBU Staff Officer Last Name)’s obligations hereunder; and (TBU Staff Officer Last Name) has been given an opportunity to obtain independent legal advice concerning the interpretation and effect of this Agreement.

IN WITNESS THEREOF the duly authorized signing officers of TBU and (TBU Staff Officer Last Name) have set their hands at the City of (name), in the Province of Ontario, Canada, this \_\_\_\_ day of \_\_\_\_\_, 2020.

(Indefinite Term Employment)

EMPLOYMENT AGREEMENT  
(the “Agreement”)

Between:

OSSTF/FEESO District [X] Teachers’  
Bargaining Unit  
(the “TBU”)

and

(Employee First and Last Name)  
“(Employee Last Name)”

**Article One - Employment**

- 1.1 The TBU agrees to employ (Employee Last Name) as (position title) and (Employee Last Name) agrees to accept such employment in accordance with the terms set forth in this Agreement.
- 1.2 (Employee Last Name) will report to (insert name / position) or their designate. In this role, (Employee Last Name) will perform such duties and exercise such responsibilities related to this position that the TBU may assign from time to time.
- 1.3 (Employee Last Name)'s employment with the TBU will commence on [date] (“Start Date”) and will continue for an indefinite term, subject to Article 7 as provided below. All service-based entitlements provided for in this Agreement will be determined based on the Start Date.

**Article Two – Probationary Period**

- 2.1 The first three (3) months of (Employee Last Name)'s employment with the TBU will be considered a probationary period. During this probationary period, the TBU will evaluate (Employee Last Name)'s performance and suitability for continued employment. This probationary period is not a commitment to or guarantee of employment for the length of the probationary period or any other period. The TBU may terminate (Employee Last Name)'s employment during the probationary period without any prior notice of termination or pay in lieu thereof.

### Article Three – Policies and Procedures

- 3.1 (Employee Last Name) agrees to comply with the policies and procedures established by the TBU, as may be amended by the TBU from time to time.

### Article Four – Salary, Benefits and Expenses

- 4.1 The TBU will pay (Employee Last Name) an annual regular salary of less applicable withholdings and deductions, payable in accordance with the TBU's usual payroll practices in force from time to time.
- 4.2 **Benefits TBD**
- 4.2 The TBU will reimburse (Employee Last Name) for expenses reasonably incurred in fulfilling the duties of (position title), as verified by receipts, which include, but are not limited to, office supplies and services, travel, food, accommodation. At its sole discretion, the TBU may issue a credit card to (position title) to reduce individual receipts.

### Article Five – Hours of Work

**TBD**

### Article Six - Sick Leave and Absences

- 6.1 Sick Leave Days
- 6.1.1 For each year starting (date), (Employee Last Name) will be eligible for sick leave paid 100% of (Employee Last Name)'s regular salary for up to **(11)** days of absence due to illness.
- 6.1.2 Sick days granted but remaining unused during the year may be banked up to a maximum of **120** days to be used during the following year for sick leave and/or disability benefits top-up to be paid at 90%. Any sick days granted but remaining unused at the date of (Employee Last Name)'s termination or resignation of employment shall be forfeited. For greater certainty, (Employee's Last Name) shall not be entitled to be paid out unused sick days upon cessation of employment with the TBU.
- 6.1.3 The TBU, through the President, reserves the right to require or request that an absence be certified by a qualified medical doctor, or dental practitioner, or registered psychologist. The TBU shall pay for the cost of such certification.
- 6.1.4 Deductions shall be made from (Employee Last Name)'s sick leave days for the number of working days of absence because of personal illness including medical appointments, where such appointments require a half or full day leave of absence. Working days shall not include Saturdays, Sundays, statutory holidays or annual vacation. No salary payments shall be made for absence beyond the number of sick days in 6.1.1 above. If the (position title) is still sick following the exhaustion of available sick days, the (position title) can apply for LTDI.

## Article Seven - LTD

**TBD**

## Article Eight - Statutory Holidays and Vacation

- 8.1 In addition to all statutory holidays, (Employee Last Name) will be entitled to the two week Winter Holiday break and March break, when not required to perform (position title) duties.
- 8.2 The (position title) shall be entitled to the same holidays as provided for under the TBU Collective Agreement, unless required to perform (position title) duties. If required to work on a holiday provided for under the TBU Collective Agreement, the (position title) will be provided with at least two (2) weeks advance notice and be given a substitute holiday off with pay as mutually determined by the TBU and (Employee Last Name).
- 8.3 (Employee Last Name) will be entitled to [insert number] vacation days each calendar year (pro-rated for any partial years of service). Vacation days must be taken at a mutually agreed upon time and must be scheduled in advance. All vacation requests should be submitted as far in advance as possible. **[Vacation time must be taken within the calendar year. Subject to applicable law, the TBU will not allow vacation to carry over to the following year.]**

## Article Nine - Termination and Resignation

- 9.1 (Employee Last Name)'s employment may be terminated by the TBU as follows:

### 9.1.1 Termination by the TBU Without Cause

**[Following the expiry of the probationary period,]** (Employee Last Name) may be terminated by the TBU at any time, without cause, upon the TBU providing (Employee Last Name) with:

- (i) notice of termination, pay in lieu of notice or a combination of notice and pay in lieu of notice, as required by and in accordance with the Ontario Employment Standards Act, 2000 (the "ESA"); (b) any continuation of benefits required under the ESA for the duration of the statutory notice period; (c) any severance pay required by the ESA; (d) any vacation pay required by the ESA for the duration of the statutory notice period; and (e) any other minimum entitlements required by the ESA for the duration of the statutory notice period; and
- (ii) an additional [number] weeks of notice of termination, or pay in lieu of notice, or any combination thereof.

The notice and/or pay in lieu of notice provided for above represents the TBU's maximum termination and severance obligations to (Employee Last Name). (Employee Last Name) hereby agrees to waive any right to further or additional compensation or benefits of any kind, whether pursuant to contract, the common law or otherwise. No other notice (including common law notice) or severance entitlements will apply.

### **9.1.2 Termination by the TBU With Cause**

Notwithstanding the above, save and as may be required by the ESA, the TBU reserves the right to terminate (Employee Last Name)'s employment for cause at any time without the notice or pay in lieu of notice set forth above, provided that (Employee Last Name) will receive payment of any wages and vacation pay earned up to the date of termination and any other statutory entitlements.

### **9.1.3 Resignation**

Should (Employee Last Name) decide to end (Employee Last Name)'s employment relationship with TBU, (Employee Last Name) will be required to provide (Employee Last Name) with one (1) months' written notice of (Employee Last Name)'s intention to resign. TBU has the right to waive a portion or all of the notice given by (Employee Last Name) and to direct (Employee Last Name) not to report for work for any part of the notice period. (Employee Last Name) would then be paid for the balance of the working notice period, up to a maximum of one (1) months' pay.

### **9.1.4 Minimum Statutory Entitlements**

For absolute clarity, in no event will (Employee Last Name) receive less notice, pay in lieu of notice, severance pay, benefit coverage or any other entitlement than is required by the ESA.

## **9.2 Reasonableness**

(Employee Last Name) acknowledges and agrees that the payments and benefits described in Article 9.1.1 are reasonable compensation in lieu of notice of the termination of (Employee Last Name)'s employment, and upon the TBU providing (Employee Last Name) with such payments and benefits, (Employee Last Name) shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, benefits, damages, costs or compensation in respect of (Employee Last Name)'s employment or the termination thereof, whether under this Agreement, the ESA, statute, common law or contract, and (Employee Last Name) specifically agrees that upon receipt of the payments and benefits described in Article 9.1.1 (ii) (Employee Last Name) will execute a formal release document releasing the TBU from any and all claims related to (Employee Last Name)'s employment with the TBU or the termination of (Employee Last Name)'s employment by the TBU.

### 9.3 Ongoing Application

This provision regarding Termination and Resignation shall apply regardless of any changes to the terms and conditions of (Employee Last Name)'s employment subsequent to (Employee Last Name)'s signing of this Agreement including, but not limited to, promotions and transfers, unless (Employee Last Name) and the TBU expressly agree otherwise in writing.

#### Article Ten – Privacy

- 10.1 None of the information contained herein shall be divulged by either party to anyone other than their respective professional advisors, except for salary, vacation and benefit entitlements or as required by law.
- 10.2 Necessary information will be shared for purposes of payroll and benefits.

#### Article Eleven – Conflicting Employment and Confidentiality

- 11.1 (Employee Last Name) agrees that, during the term of this Agreement, (Employee Last Name) will not provide services to a Conflicting Employer, whether in the form of employment, consulting or otherwise. For the purposes of this Article, “Conflicting Employer” means the Ontario Ministry of Education or any school board, government or government agency or trust generally, other than the TBU. Violation of this Article shall constitute a fundamental breach of this Agreement and may result in termination of this Agreement.
- 11.2 (Employee Last Name) agrees that, during the term of this Agreement, (Employee Last Name) will be exposed to or otherwise become aware of confidential information concerning the business of the TBU (“Confidential Information”). Confidential Information is a valuable asset, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of the TBU. The TBU agrees that at all times during (Employee Last Name)'s employment, other than as required in the normal course of business and in the best interests of the TBU, and at all times following termination of (Employee Last Name)'s employment and/or this Agreement for any reason, (Employee Last Name) shall hold in confidence and keep confidential all Confidential Information (except information that is or lawfully becomes public information).

#### Article Twelve – General

- 12.1 Waiver

Failure to require compliance with any provision or condition provided under this Agreement at any one time, or several times, shall not be deemed a waiver or relinquishment of such provision or condition at any other time.

## 12.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, representations, understandings and agreements whether verbal or written between the parties with respect to the subject-matter hereof.

## 12.3 Modifications

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

## 12.4 Headings

The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

## 12.5 Severability

If any provision of this Agreement is determined at any time by a court, arbitrator or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision or part thereof shall be severable from this Agreement and the remainder of this Agreement will be construed as if such invalid, illegal or unenforceable provision or part thereof had been deleted here from.

## 12.6 Survival

Notwithstanding the termination of the Agreement for any reason, all provisions of this Agreement which by their terms are to be performed following the termination hereof shall survive such termination and be continuing obligations.

## 12.7 Governing Law

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

## 12.8 Acknowledgments.

(Employee Last Name) acknowledges (Employee Last Name) has had sufficient time to review this Agreement thoroughly, (Employee Last Name) understands the terms of this Agreement and (Employee Last Name)'s obligations hereunder; and (Employee Last Name) has been given an opportunity to obtain independent legal advice concerning the interpretation and effect of this Agreement.

IN WITNESS THEREOF the duly authorized signing officers of TBU and (Employee Last Name) have set their hands at the City of (name), in the Province of Ontario, Canada, this \_\_\_\_ day of \_\_\_\_\_, 2021.



## PERFORMANCE REVIEW

Date of Evaluation:

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Name of Employee:

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Name of Evaluator:

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Period Covered by this Evaluation:

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The criteria listed in this evaluation should accurately reflect the employee's performance as it relates to the duties/expectations set forth in the job description.

## Rating Scale

Value	Description	Detailed Information
1	Unacceptable	Performance is consistently below expectations in most areas of responsibility. Significant improvement is needed in many important areas. The employee is not meeting the job requirements. Performance must improve substantially within a reasonable period of time or employee may be subject to discipline up to and including termination of employment for cause.
2	Needs Improvement	Performance does not consistently meet expectations in many important areas of responsibility. The need for further development and improvement is clearly recognized and must be demonstrated in the next performance review period.
3	Meets Expectations	Performance clearly and fully meets all the requirements of the position in terms of quality and quantity of work. It is described as good, solid performance, with thorough and on-time results. While minor deviations may occur, the overall level of performance meets all position requirements.
4	Exceeds Expectations	Performance frequently exceeds job requirements and areas of responsibility. Accomplishments are regularly above expected levels. Performance at a level beyond expectations is sustained, and the quality of work is uniformly high.
5	Exceptional	Performance far exceeds expectations due to exceptionally high quality of work in all important areas of responsibility resulting in an overall quality of work that is superior. Work quality is consistently high and contributions to the organization are exceptional.
N/A	Not Able to Assess	

**\*Overall Rating is calculated by adding the total scores of each competency**

Competency	Key Action	Comments	Rating
<b>Quality and Accuracy of Work:</b> Knows and understands the expectations for the work they are to complete.	<b>Organizational skills:</b> The Staff Officer demonstrates the ability to prioritize multiple competing tasks, and utilize tools to maintain an organized work environment and schedule.		
	<b>Ability to meet deadlines:</b> The Staff Officer prioritizes tasks to ensure deadlines are met in a timely manner.		
	<b>Problem solving skills:</b> The Staff Officer takes initiative in determining solutions and resolutions to workplace problems. Defines the goals, assesses options, and establishes the best possible solution with follow-through to completion.		
Total:			
<b>Attendance and Dependability:</b> is available for work on a consistent and timely basis	<b>Follows established protocols:</b> The Staff Officer ensures absences and time off are reported appropriately and in a timely manner.		
	<b>Attendance:</b> The Staff Officer demonstrates a strong attendance record and can be depended upon to arrive to work consistently and on time.		
	<b>Reliability:</b> Others can trust that the Staff Officer's work will be done accurately and in a timely manner as needed.		
Total:			

Competency	Key Action	Comments	Rating
<b>Communication Skills:</b> openly shares ideas with others and communicates effectively to ensure mutual understanding	<b>Written communication:</b> The Staff Officer is professional and clear in their written work, and communication is clear and concise as needed. The Staff Officer utilizes appropriate means of communication, in a timely manner, and may be adaptive in their way of demonstrating their point to others as needed.		
	<b>Verbal communication:</b> The Staff Officer is professional and clear for others to interpret. The Staff Officer utilizes appropriate means of communication, in a timely manner, and may be adaptive in their way of demonstrating their point to others as needed.		
Total:			
<b>Teamwork and Collaboration:</b> communicates well with others	<b>Collaboration:</b> The Staff Officer works well with others, and participates as an active member in groups to achieve goals and positive outcomes. The Staff Officer supports differing opinions and perspectives in order to achieve a common goal for the success of the organization.		
	<b>Work Environment:</b> The Staff Officer demonstrates a positive attitude in the workplace to foster an effective work environment		
Total:			

Competency	Key Action	Comments	Rating
<i>Administration: managing resources so that organizational objectives are met and promote compliance to policies, standards and legal requirements</i>	<b>Legal Standards:</b> The Staff Officer ensures compliance with professional standards, demonstrates understanding, and effective interpretation of policies and legal requirements.		
	<b>Organizational Policies:</b> The Staff Officer develops and maintains appropriate office procedures and policies.		
Total:			
<b>Results Management:</b> establishing courses of action for self and others to achieve results consistent with the strategic plan and articulated goals and priorities	<b>Planning:</b> The Staff Officer actively plans in advance for organizational goals and administration; correctly assesses difficulty of projects and anticipates/adjusts for problems; generates ideas for change or improvement		
	<b>Implementation:</b> The Staff Officer is able to effectively organize people and activities; achieves plans within given timelines, with the appropriate resources, and overall goals kept in mind.		
	<b>Monitoring/Evaluating:</b> The Staff Officer measures and evaluates performance against goals, learns from past experience, and is reflective during and after the process.		
	<b>Quality Improvement:</b> The Staff Officer monitors quality of casework and projects. Their quality of work meets pre-established standards, which is demonstrated by measures of thoroughness, accuracy, errors, and the need for checking and review of work.		

Competency	Key Action	Comments	Rating
Total:			
<b>Total Overall Rating for Performance Appraisal:</b>			

<b>Key Objectives for Next Review Period</b>
----------------------------------------------

Key Objectives	Timeline	Performance Indicators
1.		
2.		
3.		
4.		
5.		

**What resources are required to achieve these objectives?**

**What difficulties can the employee potentially face in progressing toward the achievement of these objectives?**

**Employee Comments**

**Evaluator Comments**

\_\_\_\_\_  
Signature, Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Employee

\_\_\_\_\_  
Date

## CONFIDENTIALITY AGREEMENT

Effective as of **INSERT**

B E T W E E N

**[the Employer]**

and

\_\_\_\_\_ (the "Employee")

**WHEREAS** the Employee is entering into an employment agreement with **[the Employer]** dated **INSERT DATE OF EMPLOYMENT AGREEMENT** and this Confidentiality Agreement, is attached as **Schedule "A"** to the said employment agreement and forms part of the employment agreement;

**NOW THEREFORE** the Employee acknowledges and agrees to abide by the following terms and conditions in this Confidentiality Agreement as a term of their employment:

## 1. Definitions

In this Confidentiality Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

**"Confidential Information"** means information known or used by **[the Employer]** in connection with its business and includes, without limitation, all **[the Employer]**'s financial, payroll, personnel, legal and operating information, information relating to any present and future plans and projects of **[the Employer]**, any secret, trade secret or know-how of **[the Employer]** or information relating to **[the Employer]** that is not generally known to persons outside **[the Employer]**, as well as all **[the Employer]** client and employee Personal Information.

**"Personal Information"** includes, any information about an identifiable individual, recorded or not, and in any form, but does not include an individual's name and business contact information.

**"Public Knowledge"** means information that is generally known in the trade or business in which the Employer is engaged, or is otherwise easily accessible through lawful, non-confidential sources

## 2. Acknowledgements Regarding Confidential Information

### 2.1 Acknowledgements of the Employee

2.1.1 During the course of employment with **[the Employer]** the Employee will be exposed to and will have an opportunity to learn or otherwise become aware of Confidential Information and Personal Information;

- 2.1.2 The Confidential Information is a valuable asset which is the property of **[the Employer]** exclusively, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of **[the Employer]**;
- 2.1.3 It is important in the interests of **[the Employer]** that the Confidential Information remain the exclusive confidential property of **[the Employer]** and that it not be used or disclosed except in accordance with the knowledge and consent of **[the Employer]** and in **[the Employer]**'s best interests.
- 2.1.4 The Employee further acknowledges that disclosure of Confidential Information may be detrimental to the best interests of **[the Employer]**. Accordingly, should the Employee use Confidential Information in a manner contrary to **[the Employer]** policy or practice or the terms of this Confidentiality Agreement, this may result in disciplinary action, up to and including immediate termination of employment of the Employee, and other appropriate legal action.

## **2.2 Confidential Information to be Kept in Confidence**

- 2.2.1 The Employee agrees that at all times during the Employee's employment with **[the Employer]** and at all times following termination of the Employee's employment,
- (a) the Employee shall hold in confidence and keep confidential all Confidential Information;
  - (b) the Employee shall not directly or indirectly use any Confidential Information except in the course of performing duties as an Employee of **[the Employer]** with the knowledge and consent of **[the Employer]** in **[the Employer]**'s interests;
  - (c) the Employee also agrees that they will not access, copy, alter, use, destroy or otherwise disclose Confidential Information except as required to conduct duties and responsibilities as an Employee, or as required by law; and
  - (d) the Employee shall not directly or indirectly disclose any Confidential Information to any person or entity, except in the course of performing duties as an Employee of **[the Employer]** with the knowledge and consent of **[the Employer]** in the **[the Employer]**'s interests. For the purposes of clarity, the Employee agrees not to discuss or reveal Confidential Information to friends or family members, to employees or contractors of **[the Employer]**, or to any other person(s) who do not have a legitimate need to know.
- 2.2.2 Nothing in this Confidentiality Agreement shall prevent the Employee, following termination of their employment with **[the Employer]**, from making use of or disclosing;
- (a) any Confidential Information which is or becomes a matter of Public Knowledge;
  - (b) any Confidential Information of which the Employee had specific knowledge prior to employment with **[the Employer]**, except to the extent that such Confidential Information has become the property of **[the Employer]**; or
  - (c) any Confidential Information of which the Employee obtains specific knowledge following termination of engagement by **[the Employer]** from a third party, unless

the third party obtained such Confidential Information directly or indirectly from an individual in violation of any duty of confidence owed to **[the Employer]**;

provided that the Employee is able to prove the existence of the circumstances referred to in subparagraphs (a), (b) or (c).

### **2.3 Requirement by Law to Disclose Confidential Information**

The Employee agrees that should the Employee be required by law to disclose Confidential Information, to the extent permitted by law, the Employee will notify **[name and role of person in Employer]** forthwith, and the Employee will only provide that portion of Confidential Information that the Employee is required or compelled by law to disclose.

### **2.4 Misuse of Confidential Information**

In the event the Employee becomes aware that Confidential Information has been misused, lost or stolen, or otherwise used in a manner not authorized by **[the Employer]** policy or practice, the Employee understands and agrees to immediately notify the President of the **[name and role of person in Employer]**.

### **2.5 Return of Materials Upon Termination of Engagement**

Upon ceasing to be an Employee of **[the Employer]**, the Employee shall promptly deliver to **[the Employer]** all documents, manuals, lists, data, records, codes, materials, prototypes, products, samples, analyses, reports, equipment, tools and devices relating or pertaining to **[the Employer]**'s business or containing or pertaining to any Confidential Information, including any copies or reproductions of the same, which are in the possession, charge, control or custody of the Employee.

### **2.6 Personal Information to be Kept in Confidence**

The Employee further acknowledges that **[the Employer]** is ethically and legally required to respect and protect the confidentiality of all Personal Information.

### **2.7 Reasonableness**

Any breach of the provisions of this Confidentiality Agreement by the Employee will result in material and irreparable harm to **[the Employer]** although it may be difficult for **[the Employer]** to establish the monetary value flowing from such harm. The Employee therefore agrees that **[the Employer]**, in addition to being entitled to the monetary damages which flow from the breach, will be entitled to injunctive relief in a court of appropriate jurisdiction in the event of any breach or threatened breach by the Employee of any of the provisions of this Confidentiality Agreement. In addition, **[the Employer]** will be relieved of any further obligations to make any payments to the Employee.

The Employee accepts that any breach of this Confidentiality Agreement will be grounds for disciplinary action, up to and including immediate termination of employment of the Employee.



I, \_\_\_\_\_, acknowledge that I have read and understand this Confidentiality Agreement agree to the terms and conditions set out herein.

\_\_\_\_\_  
Name of Employee (please print)

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of **[the Employer]** representative  
(please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature on behalf of **[the Employer]**

\_\_\_\_\_  
Date

## SAMPLE ATTENDANCE/ABSENTEEISM MANAGEMENT POLICY

### Purpose

The purpose of this Policy is to provide guidelines for identifying and managing attendance at work, ensuring that absences from work are taken for the purposes for which they are intended, appropriately supporting employees during absences, and facilitating early and successful return to work. Where absences are culpable, they will be consistently and objectively dealt with by utilizing progressive discipline as a tool to correct and improve an individual's attendance at work.

Performance standards for attendance, as outlined below, are intended to identify those circumstances under which the employee should be counseled or disciplined. No discipline will be imposed for absences protected under the laws of an employee's province.

The Employer is committed to complying with employment standards, human rights, workers' compensation, health and safety, and all other laws concerning employee attendance and well-being.

### Application

This Policy applies to all current employees of **[the Employer]** including full and part-time, contract, permanent and temporary employees.

### Definitions

#### A. Absence

An absence is the failure of the employee to be at work on a scheduled work day.

#### B. Scheduled Workday

A scheduled workday is the time during which the employee is scheduled and required to be working for the Employer on Employer business. This includes time the employee is required to be working in the office as well as out of the office (such as on a business trip, a sales call, training, or work-at-home day). An employee's manager is responsible for scheduling workdays. In accordance with the Employee Handbook, any employee who works during unscheduled hours without prior written authorization from his or her immediate manager may be subject to disciplinary action up to and including termination.

#### C. Late Arrival (LA)

A late arrival occurs when an employee arrives greater than five (5) minutes, after the start of a scheduled workday/shift or after the end of a break without prior permission. Employees are expected to report to their work areas and are prepared to perform their job duties and responsibilities, by their designated starting times for each scheduled shift.

**D. Early Departure (ED)**

An early departure occurs when an employee leaves work before the beginning of a break or before the end of a scheduled workday/shift.

**E. Excused Absence or Excused LA/ED**

A scheduled or excused absence or LA/ED is an absence or LA/ED that is not subject to progressive discipline action under this policy. Examples include:

- scheduled Employer holiday;
- scheduled vacation;
- sick leave;
- bereavement leave;
- jury duty leave;
- short-term disability leave;
- maternity leave;
- paternity leave;
- parental leave;
- adoption leave;
- compassionate care leave;
- unpaid emergency leave/family leave required under legislation;
- reservists leave;
- voting;
- other approved time off or leave of absence with or without pay; absences expressly protected from discipline by provincial laws.

Depending on an employee's jurisdiction, certain leave eligibility and other rules and restrictions may apply. **[The Employer]** will comply with all legislative requirements. Employees should consult their manager or Human Resources for applicable details and eligibility requirements.

**F. Unexcused Absence or LA/ED**

An unexcused absence or LA/ED is any absence or LA/ED other than an excused absence or LA/ED. Examples include:

- Unapproved incidental sick days in excess of the allotted sick days and other unapproved incidental absences due to illness or injury, even if reported in advance, if they do not comply with applicable notification, certification and approval requirements for such absence;

- unapproved incidental time off taken for personal reasons unless required by legislation;

- absences in excess of those previously approved, i.e. absences immediately following an approved leave of absence;

- other absences not approved or scheduled in advance, with or without pay.

## **G. Incidental Sick Day**

An incidental sick day refers to the occasional absences due to minor temporary illnesses or injuries. The term “incidental sick day” does not refer to absences due to a disability related leave or other serious health condition leave excused under the law.

Employees are eligible up to a maximum of six (6) paid incidental sick days per fiscal year. New employees will be eligible for a prorated number of sick days based on the number of months worked in their first year of employment. This cannot be accrued (carried over from year to year) and will not be paid if unused.” Additional approved incidental sick days will be unpaid.

## **Employee Notification Requirements and Special Circumstances**

### **A. For Absences and Late Arrivals**

Prior to the commencement of any scheduled shift and always in a timely and reasonable manner, employees should inform a member of management if they intend to be late or absent.

It is the employee’s responsibility to speak directly to a manager as soon as possible, ideally one (1) hour prior to their scheduled start time. If a manager is not immediately available, the employee should continue to call at reasonable intervals until they are able to speak directly with a member of management, no other forms of communication i.e. texting, email are permitted for this purpose. The employee should inform a manager of the reason for being late or absent and provide a date or time when they plan to report to work. This includes absences resulting from an employee’s failure to return to work as scheduled from a medical, personal or other leave of absence.

Employees eligible for Emergency leave are not required to provide advanced notice but must inform their manager as soon as possible that they are taking emergency leave and provide necessary documentation if requested by the Employer.

### **B. For Early Departures**

In the case of an early departure, the employee is expected to advise his or her manager as soon as the employee becomes aware of the need to leave early and obtain approval prior to leaving early.

Notwithstanding the foregoing, the Employer reserves the right to address situations where early departures or delayed arrivals of the employee are recurrent or where the Employer has reason to believe that they are fraudulent or that the justification is questionable.

### **C. Incidental Sick Days and Other Unscheduled Absences**

An employee who will be absent from work due to an illness or injury or for personal reasons is required to notify a manager of the absence and its anticipated duration,

in accordance with the notification procedures and processes outlined and communicated to the employee during departmental orientation.

In the case of incidental sick days or LA/ED, the Employer reserves the right to request an employee to provide the necessary supporting documents, including a valid medical certificate (associated costs will be at the employee's expense), justifying the absence under the following circumstances:

- When an employee is absent repeatedly or constantly or the frequency of his or her absences is important;
- When an employee is absent regularly on Fridays, Saturdays, Sundays or Mondays;
- When an employee is absent on a day that was refused in advance as leave;
- When the Employer has reasonable grounds to believe that the absence is fraudulent or that the justification is questionable ; or
- In the presence of any other serious reason.

If an employee is absent for six (6) or more consecutive scheduled work days and such absence has not been approved in advance, the manager should inform the employee to contact Human Resources to request the appropriate Short Term Disability Forms and follow up with Sun Life to proceed with the application.

#### **D. Approved Medical Leave of Absence**

An employee seeking to qualify an absence or a LA/ED as approved must comply with applicable notification, certification and approval requirements for such absence or LA/ED; otherwise, it will be treated as an unapproved absence or LA/ED and subject to disciplinary action under this policy. Approved Medical Leaves are subject to satisfying any eligibility requirements and to the terms and conditions of the Sun Life plan in place.

The employee is expected to keep his or her manager apprised of any changes in the employee's expected return to work date. It is the employee's responsibility to maintain contact with his or her manager and their assigned disability manager from Sun Life about the status of a leave.

If the employee fails to respond to requests for information without reasonable explanation, the employee may be subject to disciplinary action for unapproved absences, up to and including termination of employment.

#### **E. Unapproved Absences Following Expiration of Approved Leave**

If an employee fails to return to work on the designated return-to-work date after an approved leave or if the employee does not comply with the procedure for extending the leave, the employee may be subject to

disciplinary action for unscheduled absences, up to and including termination of employment.

Factors that will be considered in determining the disciplinary action taken include, among other things, whether the employee has maintained contact with his or her manager regarding the status of his or her return and the employee's cooperation with requests made by the Employer or its absence management vendor.

Management should consult with Human Resources for guidance in this type of situation.

## **F. Job Abandonment**

If an employee fails to report to work or contact their respective work location, without reasonable explanation, for three (3) consecutive shifts, and no communication is forthcoming, the Employer will initiate proceedings for termination on the basis of job abandonment.

If you are absent three days in a row without notifying your supervisor or manager and without a reason considered sufficient by the Employer (The manager, under the advisement of Human Resources, will attempt to contact the employee by phone), you will be considered to have abandoned your job, and your employment will be terminated without notice or pay in lieu.

Availability must meet the needs of the business. If a change to your availability does not meet the needs of the business, or is not approved, it may result in a reduction or a complete loss of scheduled hours. Should you fail to provide suitable availability to be scheduled and remain at a status unable to be scheduled for a period of 120 days consecutively, it will indicate that you have voluntarily resigned from your position with **[the Employer]** and as such no notice pay or pay in lieu of notice is required.

## **Guidelines for Identifying Attendance Issues**

While the Employer understands that some absences are unavoidable, employees are expected to report to work on a regular basis and make a conscientious effort to minimize the amount of time they are absent from work.

The Employer has established attendance standards to assist management in identifying problems with employee attendance. These standards are to be used by management to identify and address employee attendance problems.

Attendance standards should be implemented uniformly and consistently throughout a department; however there may be valid operational reasons for differences between departments.

## **Excessive Absenteeism and LA/ED**

### **A. Attendance Point Schedule**

Employees may be disciplined progressively for excessive culpable absenteeism as they reach recommended point limits.

Unscheduled and unexcused absences and LA/ED are assigned points according to the point schedule outlined below.

<b>Number of Absences or LA/ED</b>	<b>Points</b>
Each unscheduled or unexcused LA/ED	1/2 point
Each unscheduled or unexcused absence of a single day	1 point
Each unscheduled or unexcused absence of two or three consecutive working days	2 points

Excessive absenteeism also includes the use of excused or unexcused absences before or after scheduled weekdays/weekends off and/or before/after scheduled/excused absences.

### **Steps for progressive discipline**

In order to identify and assist employees experiencing attendance issues at an early stage, attendance data will be kept for all employees.

Recommended steps for progressive discipline, measured in aggregate over a rolling 12-month period are:

**A. Employees with less than three (3) months of service (probation period):**

- First Unexcused Absence or LA/ED - Conversation
- 3 points – Recorded Verbal Warning
- 5 points – Termination of Employment

During the probation period, employees may be dismissed if they do not meet the attendance expectations for their position. Progressive discipline is not required in these cases.

**B. Employees with more than three (3) months of service:**

- First Unexcused Absence or LA/ED – Conversation
- 3 points – Recorded Verbal Warning
- 5 points – First Written Warning
- 8 points – Final Written Warning
- 10 points – Termination of Employment

**C. Seasonal/Temporary Employees: (Employees who work less than 16 hours a week.)**

- First Unexcused Absence or LA/ED – Conversation
- 2 points – Termination of Employment

### **Unusual Circumstances Surrounding Absences**

Unusual circumstances may exist resulting in discipline which is not sequential (i.e., does not go through all the separate steps outlined above) or may allow for more lenient treatment than that outlined above.

*Example 1.* An employee's unscheduled absence follows a recent request by the employee for personal, vacation or other time off (which request was denied by the employee's manager) and the unscheduled absence occurs on or around the same day or days as the requested time off. Such conduct may be the subject of discipline, which is not progressive and may include the issuance of a written warning and/or termination.

*Example 2.* Employee, due to circumstances beyond his or her control cannot physically get to work due to extreme weather conditions or disruption to transportation facilities. It is within management's discretion to exercise leniency under such circumstances.

### **Special Rule Regarding Insubordination, Negligence or Dereliction of Duties**

In appropriate cases, an attendance issue involving gross insubordination, negligence or dereliction of duties may be treated as an act of misconduct, permitting the issuance of a termination notice to the employee without any prior counseling or written warning. Managers who feel such action is warranted must contact their local Human Resources Manager.

### **Administration and Interpretation**

- A. This Policy does not impose any discipline for being legitimately unavailable for work. Its purpose is to assist employees to attain predictable attendance at work.

If an employee maintains a poor attendance record, fails to report to work without notifying a manager or fails to provide updates on their absence in a timely and continuous manner, disciplinary actions or assumed abandonment of employment may result.

Nothing in this policy shall preclude the issuance of a termination notice to an employee if the employee, following receipt of a warning for substandard attendance, either engages in misconduct or in any other manner fails to maintain his or her job performance at an acceptable level.

Nothing in this policy shall preclude the use of an employee's record of unscheduled absences (including late arrivals and early departures) for purposes of determining promotions, salary increases, demotions, transfers, or annual job performance, or making choices among employees in the event of job elimination.

Under no circumstances may an employee's record of approved or scheduled-in-advance absences be used as a basis for discipline or otherwise considered in connection with any action adversely affecting that person's employment. Attendance management will be applied in compliance with human rights legislation.

In connection with the administration of this policy, managers are expected to verify daily attendance records for completeness and accuracy and determine the cause of incidental absences. Such steps are to be taken consistently and regularly.

Questions regarding this policy should be directed to your manager.



## ACCESSIBLE EMPLOYMENT POLICY

### Overview

The Employer is committed to removing any barriers in employment faced by team members with disabilities. As such, we provide a working environment which complies with the requirements of the Employment Standards in the *Integrated Accessibility Standards, Ontario Regulation 191/11*, and as established under the *Accessibility for Ontarians with Disabilities Act, 2005*. It is important to the Employer that all employees with disabilities (including potential members) find our workplace to be welcoming and supportive. To that end, we have put in place the processes listed below.

This Accessible Employment Policy applies to all the Employer employees and job candidates in the Province of Ontario. **[NTD: These statutory requirements apply only to employees in the Province of Ontario however, because other provinces do not currently have similar requirements, there is nothing preventing the Employer from rolling these policies out across its Canadian operations, if applicable.]**

Recruitment **[NTD: Please note that this portion of the policy can be excluded from this policy however, the commitments it contains should be implemented by the Employer throughout the recruitment process.]**

The Employer notifies employees and the public about the availability of accommodations for job applicants who have disabilities, as follows: **[NTD: Please ensure that any existing documents or policies are updated to reflect the commitments below.]**

- **Job postings** - The following statement is included on all job postings: “The Employer endeavors to make its recruitment process accessible to any and all users. Reasonable accommodations will be provided, upon request, to applicants with disabilities in order to facilitate equal opportunity throughout the recruitment and selection process. Please contact **[insert applicable contact, and include their telephone number and email address]** to make a request for reasonable accommodation during any aspect of the recruitment and selection process. This contact information is for accommodation requests only; do not use this contact information to inquire about the status of applications.”
- **Interview Requests** - The following statement is included in the notification when an applicant is notified that they have been selected for an interview: “Reasonable accommodations are available, upon request, to facilitate the equal participation of candidates with disabilities throughout the interview and selection process.”
- **Candidate Testing Requests** - The following statement is included in testing requests **[NTD: Please remove this section if it is not applicable to the Employer’s recruitment practices (i.e. if no candidate testing is performed)]**: “Reasonable accommodations are available to candidates with disabilities. If you are a person with a disability and require accommodation to facilitate your equal participation in our candidate testing (e.g., assessment materials in an accessible format), please let us know.”

- **Offer letters** - In their offer letter, new employees are advised that “The Employer is committed to ensuring a safe, dignified, welcome and accessible environment that respects the dignity, independence, integration and equal opportunity of people with disabilities. A copy [or copies] of the Employer’s policies regarding accessible employment are available on the Employer’s Intranet [NTD: or specify location]. [NTD: Please note that the legal requirement is to advise new employees of the Employer’s policies regarding accessibility. This may be done by advising them where to find the policies (as we have proposed here), or including copies of the policies in a welcome package.] If you are a person with a disability and require reasonable accommodation during your employment with the Employer, please contact our [NTD: Insert contact title and details]. The Employer will work with you to create an Individual Accommodation Plan (“IAP”) and to ensure that your IAP accurately reflects your accommodation requirements, including any personalized emergency response information that you require (e.g. if you require assistance in the event of an emergency, due to a disability).”

### **Accessible Formats and Communication Supports**

The Employer will ensure that its employees who have disabilities have access to any information they need to perform their jobs and employment-related information that is generally available to all League employees in the workplace, in an accessible format, upon request.

**[NTD: This requirement would apply to things like employee handbooks, workplace policies, general training materials, etc. Please note that the requirement to provide materials in an accessible format only arises when an individual self-identifies as requiring materials in an alternate format.]**

### **Documented Individual Accommodation Plan (IAP)**

If an employee requires reasonable accommodation in the workplace due to a disability, the Employer will work with the employee to prepare an IAP outlining, among other things, any accommodation measures that will be implemented. The IAP will be provided to the employee in a format which takes into account his or her disability.

The IAP process will be kept as confidential as possible. No information will be released to other team members without the permission of the employee, except as where required for reasonable operational purposes: those who are informed will be advised on a “need to know” basis only (e.g., direct supervisor of the employee).

The IAP Process is as follows:

- Employee advises their **Manager or Human Resources** that they require an accommodation due to a disability. If the employee advises his or her Manager, the Manager is responsible for contacting Human Resources to engage this IAP Process.
- Employee participates in the development of the IAP with Human Resources. The employee may request to Human Resources the participation of one (1) representative from the workplace to participate in this process with the employee.
- Employee provides Human Resources with information and documentation regarding the employee’s functional limitations and advises how the Employer may be able to

accommodate the disability. The Employer will consider the employee's proposals however, ultimately it is up to the Employer to determine what, if any, reasonable accommodations will be provided, based on the documentation submitted by the employee and the Employer's operational needs.

- The Employer can, at its discretion, request an evaluation by an outside medical or other expert, at the Employer's expense, to assist in assessing potential options to accommodate the employee.
- Human Resources documents the accommodation requirements in the IAP, including any workplace emergency response information that may be required.
- Within **one (1) week** of finalizing the IAP, the Employer will provide the employee with a copy of the IAP in a format which takes into account the individual's disability. **[NTD: Please note that the regulation does not specify this one week timeline; it simply requires the employer to establish a timeline and process for providing the IAP to the employee. The Employer can establish a shorter or longer timeline if it chooses.]** A copy is placed in the employee's file and a copy will be provided to the employee's direct supervisor.
- Human Resources takes responsibility for ensuring the plan of action outlined in the IAP is in place.
- Each IAP is reviewed **in January of each year** **[NTD: The statutory requirement is that the employer must outline a schedule for when and how the IAP will be reviewed and updated. We recommend setting a specific month so that HR can plan accordingly and the requirement to review and update is not inadvertently overlooked.]** or when the Employer receives information suggesting that the employee's disability-related needs have changed.

If the Employer determines that it accommodation is not required or if the Employer cannot accommodate the employee without undue hardship, the employee will be provided with the reasons for this decision. **[NTD: Please note that there is no requirement to provide written reasons and no specific timeline for responding. However, employers are expected to provide responses to the employee within reasonable timelines in the circumstances.]**

### **Workplace Emergency Response Information**

The Employer will work with you to provide any additional reasonable accommodations that may be required in the event of an emergency and will document these measures in your IAP.

If you are a person with a temporary or permanent disability, and require assistance in the event of an emergency, please contact **[NTD: Include title and contact information]** so that the Employer can provide you with a personalized workplace emergency response plan, with your input and consent.

The Employer will review and update, if necessary, the response plan when:

- a) you change locations;
- b) your overall accommodation needs and/or accommodation plan are reviewed; and

c) when the Employer's general emergency policies are reviewed.

If you require assistance in emergency situations, the Employer will provide your personalized workplace emergency response plan to a designated person(s), with your consent and in a way that respects your privacy. **[NTD: To the extent that the Employer already has a policy or procedure for employees to identify their workplace emergency response information needs, please incorporate that process here.]**

### Return to Work Process

After an employee has been absent from work due to a disability, the Employer works with the relevant parties to successfully re-integrate the employee back to work. The Return to Work process is documented in the IAP [and a separate document or checklist, if the Employer already has an established process that it wishes to use as the primary process (however the reference to the document should be included in the IAP)], and may include the following:

- A Gradual Return to Work schedule
- Ergonomic assessments (e.g., chair, desk, computer, etc.)
- The purchase of items to support the individual (e.g., keyboard, mouse, etc.)
- Restrictions (e.g., no heavy lifting, etc.)
- Time off to attend doctor or specialist appointments
- Other accommodations, as specified by the doctor (e.g., exercising at desk, etc.) **[NTD: The above list includes examples of the types of measures that would typically be applicable however, it is not expressly required and can be removed or revised.]**

**[NTD: To the extent that the Employer already has a return to work process, please reference it here. The statute requires that the process “outline the steps the employer will take to facilitate the return to work of employees who were absent because their disability required them to be away from work”, but does not specify a format. The Ministry's template Return to Work plan, should you wish to use it, can be found here: <http://www.forms.ssb.gov.on.ca/mbs/ssb/forms/ssbforms.nsf/FormDetail?OpenForm&ACT=RDR&TAB=PROFILE&SRCH=&ENV=WWE&TIT=accessibility&NO=009-0047E> ]**

### Performance Management, Career Development and Redevelopment

The Employer strives to ensure that individuals with disabilities have the same access to career development and training opportunities as all other employees, and will provide reasonable accommodation where applicable. The Employer will consider the needs of employees with disabilities during any performance management process and when an employee is moved to a new position or is promoted.

Where an employee with a disability is redeployed, the Employer will work with that individual to ensure they are trained and accommodated, as is reasonable in the circumstances. **[NTD: please note that “redeployment” for the purposes of the regulation means “the reassignment of employees to other departments or jobs within the organization as an alternative to layoff, when a particular job or department has been eliminated by the organization.”]**

### For Further Information

For further information, please contact **[NTD: Include applicable contact person.]**

## **HARASSMENT, WORKPLACE VIOLENCE & DISCRIMINATION POLICY<sup>1</sup>**

**[Name of the Employer]** (the “Employer”) is committed to providing its employees with a workplace that recognizes every individual’s basic human worth and dignity. We take our responsibility for ensuring the health and safety of all our employees seriously and will not tolerate discrimination, harassment or violence, of any kind, in the workplace. It is the responsibility of all employees to maintain an environment free of workplace harassment and violence.

This policy defines conduct that is prohibited and sets out the responsibilities and obligations of all personnel of the Employer. It also sets out the procedures to be followed with respect to potential discrimination, harassment or violence related issues or complaints.

This policy applies to all employees, customers, contractors, or other workers or persons involved in the Employer’s operations. The policy applies whenever and wherever employees are engaged in work-related activities, including lunches, business related social functions, conferences or training sessions and on work related trips during non-working hours.

Any employee, proven to be engaging in any sort of activity involving discrimination, harassment or aggressive/violent behavior in the workplace, may be subject to disciplinary action up to and including the termination of their employment.

The Employer will investigate all complaints of discrimination, harassment and violence in the workplace and take whatever action is most appropriate to resolve the complaint.

### **1. Prohibition Against Workplace Violence**

The Employer strictly forbids and will not tolerate any form of workplace violence and will take whatever steps are reasonable to protect its employees from workplace violence from all sources.

For the purpose of this policy, workplace violence includes any actual or threatened exercise of physical force against another person in the workplace that causes or could cause physical injury to a worker.

All persons are encouraged to raise any concerns about workplace violence and to report any violent incidents or threats.

The Employer will investigate and deal with all incidents and complaints of workplace violence in a fair and timely manner, respecting the privacy of all concerned as much as possible.

### **2. Prohibition Against Workplace Harassment**

It is a violation of this policy for any Employer personnel to cause or allow any form of workplace harassment to occur. For the purpose of this policy, workplace harassment means engaging in a course of vexatious comment or conduct against an employee in a workplace that is known or ought reasonably to be known to be unwelcome. It includes objectionable conduct, comment or display made on either a one time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment.

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<sup>1</sup> If this is an Ontario workplace, the Ontario *Occupational Health and Safety Act* (OHSA) requires a workplace violence and harassment prevention program and a workplace violence risk assessment. See the Sample Workplace Violence & Harassment manual for Ontario, which provides additional guidance for employers and further details regarding the applicable OHSA requirements.

Workplace harassment includes what is sometimes referred to as discriminatory harassment (i.e., harassment based on any of prohibited grounds provided for under applicable human rights legislation), psychological harassment and sexual harassment.

Sexual harassment, for the purposes of this policy, is defined as:

**engaging in a course of vexatious comment or conduct against a worker, in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or**

**making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know the solicitation or advance is unwelcome.<sup>2</sup>**

To avoid any potential for confusion, workplace harassment is not intended to, and does not, limit or otherwise constrain the reasonable exercise of management functions in the workplace. More specifically, the reasonable actions, requests or other conduct by a manager or supervisor that is part of her or his normal job functions, including the direction of subordinates, the conduct of job assessments or evaluations and the taking of appropriate disciplinary action, will not constitute workplace harassment.

### **3. Prohibition Against Discrimination**

It is the Employer's policy to give equal opportunity in employment, training, compensation, and promotion to each individual without regard to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability or other categories protected by law, unless a bona fide occupational requirement exists and reasonable accommodation would cause undue hardship.

It is a violation of this policy for any employee to cause or allow any form of prohibited discrimination to occur.

### **4. Reporting & Investigation of Complaints**

*Please note, in the event of an emergency where there is an imminent threat to the safety of you or another person please dial 911 and remain in a safe place as near as possible to your workstation so that you are available to answer questions for the purpose of an investigation.*

The Employer will investigate and deal with incidents of harassment, discrimination or workplace violence in a fair and timely manner while, to the greatest extent possible, respecting the privacy of all concerned. Information about a complaint or incident will not be disclosed except to the extent necessary to protect employees, to investigate the complaint or incident, to take corrective action or as otherwise required by law.

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<sup>2</sup> Consider adding additional details to this section (i.e., examples of problematic behavior) to make it clear the types of conduct that are prohibited.

Anyone who believes that he or she is experiencing workplace harassment, discrimination or other conduct that potentially violates this policy should promptly report their concerns as soon as possible after the incident occurs.

Anyone who believes this policy is or may have been violated is encouraged to bring their concerns forward as soon as possible, using the following process:

### **Step 1 - Inform Offending Party that Their Behaviour is Unwelcome**

If appropriate, an employee should inform the offending party that their behavior is unwelcome and request that it stop. This may resolve the complaint. If the initial attempt is unsuccessful, or if the discrimination, harassment or aggressive behavior is of serious or threatening nature (which may make this first step inappropriate) or the employee does not feel comfortable addressing the offending party the employee should formally report the issue to either his/her manager or to the Human Resources Manager as outlined in Step 2 below.

### **Step 2 - Submit complaint to Supervisor/ Human Resources Manager<sup>3</sup>**

Complaints should normally be submitted to the employee's immediate supervisor, however, employees may submit their complaints directly to the Human Resources Manager or if that is inappropriate, to higher levels of management. All supervisors and managers have an obligation to report any complaint or concern regarding conduct that may potentially violate this policy.

### **Step 3 – Review/Investigation of Complaint**

Once a complaint or potential complaint has been reported, a meeting will be set up between the Human Resources Manager or their designate and the complainant to discuss the complaint and the options available to resolve it. As required, an investigation will be initiated to determine the facts and resolve the complaint appropriately. Interviews of the complainant, alleged wrongdoer, and any witnesses that the investigator(s) deem relevant may be conducted and documented by the Human Resources Manager or their designate. **If the allegations in the complaint involve a direct supervisor or bargaining unit executive member, the Employer may refer the investigation to an external investigator.**

### **Step 4 - Protection from Retaliation**

The Employer will not tolerate retaliation, taunts or threats against anyone who has reported any concern or made a complaint regarding a potential violation of this policy or who takes part in an investigation of any such concern or complaint in good faith. Any person who retaliates against anyone in relation to a concern raised or complaint made in good faith under this policy will be subject to discipline up to and including termination of their employment.

### **Step 5 – Results of the Investigation**

Where it is determined that harassment or other inappropriate conduct has occurred, the Employer will take prompt corrective action.

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<sup>3</sup> The Employer should consider who is the right person to address such complaints and appropriate training should be provided to the person so designated.

Once the Employer has completed its investigation of the complaint, the complainant and the respondent (if an employee) will be informed of the results of the investigation and if applicable whether any corrective action has been taken.

**5. Other Resources**

For additional support please consult the Employee Assistance Program. Contact **[name]** at **[email/telephone number]** for further information.

**6. Review of Policy**

This policy will be reviewed by the Human Resources Manager as often as is necessary, but no less frequently than once every twelve months<sup>4</sup>

Signed by: \_\_\_\_\_ 5

Date:

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<sup>4</sup> In certain provinces, there is a statutory requirement that the policy be dated and reviewed at least annually.

<sup>5</sup> In Ontario, the OHSa requires the policy to be signed by the “the highest level of management of the employer or at the workplace” (e.g., President, CEO, Senior Human Resources Professional or uppermost member of management at the workplace).



## MATERNITY/PARENTAL LEAVE POLICY

**[The Employer]** provides unpaid maternity and parental leaves that meet or exceed the minimum statutory requirements. When those requirements differ, the more generous ones will *generally* prevail in order to provide consistency and ease in communication and administration.

### Maternity Leaves

*Entitlement.* You are entitled to an unpaid maternity leave of up to 17 weeks, unless otherwise agreed to with your **manager**, if you meet the qualifying requirements, if any, under applicable employment standards legislation. Generally, this maternity leave may begin no earlier than 17 weeks before the expected birth date.

*Notice.* If you intend to take unpaid maternity leave, you must give **[the Employer]** at least 2 weeks written notice of the date that the leave is to begin. We encourage you to give more than the minimum notice whenever possible as your leave has an impact on everyone in your work area. Maternity/Parental Leave Request forms are available from the Human Resources. You must also provide a certificate from a legally qualified medical practitioner or a written report signed by a midwife stating the expected birth of your child.

If you want your maternity leave to end earlier or later than the date stated on your Maternity/Parental Leave Request form, you must give **[the Employer]** at least 4 weeks written notice in advance of the revised date the leave is to end.

*Special Circumstances.* There are, of course, special circumstances that may arise with respect to your pregnancy. For instance, you may need to stop working earlier than expected because of complications caused by your pregnancy or because of birth, still-birth or miscarriage that happens earlier than the expected birth of your child. These special circumstances will be handled in compliance with applicable employment standards legislation..

### Parental Leaves

*Entitlement.* Under provincial employment standards legislation, if you meet the qualifying requirements, if any, under applicable employment standards legislation, you are entitled to an unpaid parental leave from **[the Employer]** following the date on which your child is born or the date on which your child first comes into your custody, care and control. If you are the child's biological mother, your parental leave will generally begin as soon as your pregnancy leave ends. Otherwise (biological fathers, adoptive parents), your parental leave must begin no later than 78 weeks after the date on which your child is born or the date on which your child first comes into your custody, care and control. Your parental leave may last up to 61 weeks if it is following your maternity leave. If the leave is not subsequent to a maternity leave, you are eligible for 63 weeks of leave.

You will be considered the "parent" of a child if you are a biological parent of that child, if you adopt that child, or if you are in a relationship of some permanence with a parent of that child and you intend to treat that child as your own.

*Notice.* If you intend to take parental leave, you must give **[the Employer]** at least 2 weeks' written notice of the date that the leave is to begin. We encourage you to give more than the minimum notice whenever possible as your leave has an impact on everyone in your work area.

If you want your parental leave to end earlier or later than the date stated on your Maternity/Parental Leave Request form, you must give **[the Employer]** at least 4 weeks' written notice in advance of the revised date the leave is to end.

**[NTD: The below information may vary based on each Employer's needs/plans. The below is for sample purposes only.]**

### **Health Care**

You are eligible to continue your Health Care (medical and dental) coverage for yourself and your enrolled family members. **[The Employer]** will continue to pay the employer portion of the premium and if you wish to continue coverage, you will need to make arrangements to pay your premiums (the employee portion). You will be included in all appropriate annual enrollment opportunities.

### **Life and Accident Insurance**

The Employer will continue to pay for your Non-Contributory Life Insurance and Business Accident Insurance. You are eligible to continue your Contributory Life and Dependent Life Insurance while on leave. If you wish to continue this coverage, you will need to mail in your premiums.

### **Group Retirement Plans**

1. *RRSP & NRSP.* Employer contributions will continue to be deposited to your account while on maternity- or parental related leave. The employer contribution will be based on your pay rate prior to your leave. Employee contributions will be allowed if submitted directly to Canada Life via cheque.

2. *Excess Plan.* If only your Employer contributions exceed the CCRA limit (without Employee contributions), further Employer contributions while on maternity or parental leave will be deposited into this account.

3. *ESOP Fund Contribution.* You must be employed December 31st or the last business day of the calendar year to be eligible to receive this contribution. The ESOP Fund Contribution will be based on your full pay rate prior to going on leave and will continue through the your maternity/parental leave.

### **Reinstatement**

If you take maternity and/or parental leave in compliance with applicable employment standards legislation, **[the Employer]** will reinstate you when the leave ends to the position that you held prior to the start of the leave providing that position still exists. If your position no longer exists, **[the Employer]** will reinstate you to an equivalent position, unless your employment would have ended for reasons unrelated to your leave.

### **Vacation, Personal Time or Variable Holidays**

You may extend the length of maternity or parental leave by taking vacation, personal time or variable holidays. If you plan to add this paid time-off to your leave, please make sure that you discuss it with your manager at the time you discuss your need for the leave.

## BEREAVEMENT LEAVE POLICY<sup>6</sup>

### Policy

The Employer provides paid time off to allow eligible employees to handle personal matters due to death in the employee's immediate family or extended family.

### Definition of "Immediate Family"

For the purposes of this Policy, "immediate family" means:

1. The spouse or common law spouse of the employee.
2. The child, step child or foster child of the employee or the employee's spouse.
3. The parent, step parent or foster parent of the employee or the employee's spouse.
4. The son-in-law, daughter-in-law, step son-in-law or step daughter-in-law of the employee.
5. The brother, sister, step brother or step sister of the employee.
6. The grandchild or step grandchild of the employee or the employee's spouse.
7. The grandparent or step grandparent of the employee or the employee's spouse.
8. The brother-in-law, sister-in-law, step brother-in-law or step sister-in-law of the employee.
9. The designated legal guardian of the employee.
10. A relative of the employee who is dependent on the employee for care or assistance.

### Definition of "Extended Family Member"

For the purposes of this policy "extended family member" is defined as:

11. An aunt or uncle of the employee or the employee's spouse.
12. The nephew or niece of the employee or the employee's spouse.
13. A cousin of the employee or the employee's spouse.
14. The spouse of the employee's grandchild, uncle, aunt, nephew, niece or cousin.
15. A person who the employee considers to be like a family member.

### Paid Time Off

All regular full-time employees with three (3) months of continuous service will be allowed up to five (5) consecutive calendar days off work, without loss of base pay, for the death of an immediate family member.

All regular full-time employees with three (3) months of continuous service will be allowed up to three (3) calendar days off work, without loss of base pay, for the death of an extended family member.

Employees will not be paid for this time on a day for which other paid time off is provided, such

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<sup>6</sup> Under the **ESA**, an employee of an employer who regularly employs fifty (50) or more employees may use personal emergency leave in the event of a death in the family. The employer is not required to pay the employee taking personal emergency leave. Many employers choose, however, to provide a short paid bereavement leave to their employees. This Bereavement Leave Policy is a sample of such a leave. The number of days offered for the death of both an immediate family member and an extended family member in this Policy is fairly typical among employers who offer paid bereavement leave. However, the number of days offered is entirely at the discretion of the employer. Smaller employers who are not required to provide **ESA** personal emergency leave may prefer to offer unpaid (rather than paid) bereavement leave.

as a paid holiday, vacation or sick day, or on a day when they would not normally be performing work for the Employer.

In the event that additional time off is required, employees may, with the Employer's approval, use any available vacation days or sick days. Alternatively, the Employer may at its discretion grant additional unpaid time off work.

### **Death Outside of an Employee's "Immediate Family" or "Extended Family"**

An employee who wishes to attend the funeral of a person who is not an immediate family member or an extended family member, as defined above, may, with the Employer's approval, take up to one (1) full day without pay.

### **Notice**

An employee who wishes to take time off work under this Policy should notify his or her supervisor as soon as possible.

## WORK FROM HOME POLICY

### Intent

The purpose of this Working from Home Policy is to ensure a shared understanding between employees and the Employer regarding the terms of the **Working from Home Program**. Participation in the program is not a right or entitlement for an employee. The program and your participation in it may be modified or terminated at any time and for any reason by the Employer in its sole discretion.

The current Work from Home (“WFH”) program has been developed as a result of the current pandemic and the expectation is that we will be returning to the office on a full-time basis in the future.

Under the current program and until further notice, employees are required to work from home on a rotating schedule and to pay certain of their own expenses while carrying out their duties of employment. In some instances based on business needs employees will work from home on a full-time basis (WFH) plan. As such, this policy document outlines the expectations of employees when working from home or anywhere outside of the firm’s physical offices and details the firm’s WFH policies.

### Approval Process

Under the current program and until further notice, employees are required to work from home on a rotating schedule (one week in office, one week at home). This approval will be reviewed on an ongoing basis. The current program may be modified or terminated at any time and for any reason by the Employer in its sole discretion. Any requests for variation from the approved rotation schedule will require pre-approval by the employee’s Principal in consultation with HR. Please see HR for further details.

### Guidelines

This policy does not alter or replace the terms of an existing employment contract. Employees must comply with all Employer rules, policies, practices, and instructions.

Work hours, compensation, requests for reasonable accommodation and leave scheduling will continue to conform to applicable policies, agreements and applicable laws. Requests to work overtime or use leave time must be approved by the employee’s supervisor in the usual manner.

### Payroll

No changes will be made to the method or amount of payment for employees.

### Performance Management

It is expected that working from home will not affect the requirement that an employee meet performance standards, complete all duties and day-to-day functions, including communicating with colleagues, management, clients, and comply with all Employer policies. Employees must stay updated on department and work events. Employees must keep supervisors informed on the progress of assignments and reach out for support if needed. If an employee’s presence is required for a meeting at the worksite, reasonable notice will be provided.

## Records and Data Management

Employees are responsible for ensuring the safety and security of all Employer property and proprietary and confidential information in their home work space. Employees must comply with [refer to any IT and other security policies]. All completed and working copies of documents and Employer records (project or non-project related) must be saved on [the Employer's] servers only, so that documents and information are available to those who may require its use and security can be maintained.

Failure to use Employer approved devices to store data and corporate records may leave Employer data vulnerable to a breach and may result in disciplinary action up to and including termination.

All hard and soft copy documents and Employer records and data taken home or on personal devices, must be kept secure, treated as confidential and returned to the office and/or wiped from any personal devices, when an employee's work from home period has ended or employment is terminated. Security steps to be taken include locked file cabinets, desks, regular password maintenance and any other measures appropriate for the job and the environment.

## Working from Home Workspace Requirements

The Employer is interested in the health and safety of the of employees while working at home. By requesting and working from home under this Policy, the employee agrees to maintain their workspace in a safe condition, free from hazards and other dangers to themselves and all equipment. The Employer is not liable for any damage to an employee's home or personal property that result from participation in this program. Employees participating in this program are responsible for promptly notifying their manager or Human resources of an work-related injuries in accordance with the Employer's worker's compensation procedures.

Team members working off premises are required to have the following in place to be able to work safely and efficiently:

- An appropriate work environment that is quiet and free from distraction
- The Team member must have an ergonomically correct work space with appropriate lighting
- Working Internet with good and reliable connection
- A private space to discuss confidential information and ensure confidentiality of Employer information. It is an Employee's responsibility to ensure that Employer information is kept confidential at all times.

## Employer Property:

On a case-by-case basis, the Employer will determine, with information supplied by the employee and the employee's supervisor, the appropriate equipment needs (including hardware, software and other office equipment and supplies) for each telecommuting arrangement.

Employer owned resources may only be used for business purposes. Employees must take reasonable steps to protect any Employer property, resources, records and data from theft, damage or misuse. Depending on the circumstances, the employee may be responsible for any damage to or loss of Employer property or resources.

Equipment supplied by the organization will be maintained by the organization. Equipment

supplied by the employee, will be maintained by the employee. The Employer accepts no responsibility for damage or repairs to employee-owned equipment.

The employee must sign an inventory of all property received and agree to take appropriate action to protect the items from damage or theft.

Upon termination of employment or the end of the work from home arrangement, all Employer property must be returned to the Employer.

**Business Use of Personal Property:**

The employee is responsible for providing an adequate and safe workspace and furnishings while working from home.

**The Employer will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.**

## WHISTLEBLOWER POLICY

### Purpose

**[The Employer]** is committed to high standards of ethical, moral and legal business conduct. In line with this commitment, and **[The Employer's]** commitment to open communication, this policy aims to provide an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing.

This whistleblowing policy is intended to protect you if you raise concerns regarding **[the Employer]**, such as:

#### **[NTD: The below may vary depending on the client's needs]**

- Incorrect financial reporting which may include fraudulent activity or misappropriation of assets;
- unlawful activity;
- activities that are not in line with **[Employer]** policy, including the Code of Business Conduct; or
- activities, which otherwise amount to serious improper conduct.

### Safeguards

*Reprisals* - Reprisals of any kind for reporting legitimate concerns under this policy will not be tolerated.

*Confidentiality* - Every effort will be made to treat the complainant's identity with appropriate regard for confidentiality.

*Anonymous Allegations* - This policy encourages employees to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Concerns expressed anonymously will be explored appropriately, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

**Bad Faith Allegations - It should be noted that allegations made in bad faith may result in disciplinary action.**

### Procedure: 1. Process for Raising a Concern

*Reporting* - The whistleblowing procedure is intended to be used for serious and sensitive issues. Such concerns, including those relating to financial reporting, unethical or illegal conduct, may be reported directly to **[Name of person in Employer]** Should the allegations concern **[the aforementioned person]**, the allegations should be reported to **[name of alternative person(s)]**.



Employment-related concerns should continue to be reported through your normal channels such **[NTD: Name of appropriate person in Employer]**.

*Timing* - The earlier a concern is expressed, the easier it is to take action.

*Evidence* - Although the employee is not expected to prove the truth of an allegation, the employee should be able to demonstrate to the person contacted that the report is being made in good faith.

## **Procedure: 2. How the Report of Concern Will be Handled**

The action taken by **[The Employer]** in response to a report of concern under this policy will depend on the nature of the concern. The **[Name of person in Employer]** shall receive information on each report of concern and follow-up information on actions taken.

*Initial Inquiries* - Initial inquiries will be made to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved without the need for investigation.

*Further Information* -The amount of contact between the complainant and the person or persons investigating the concern will depend on the nature of the issue and the clarity of information provided.

*Investigation* - Further information may be sought from or provided to the person reporting the concern, including by material evidence and witness statements.

### **Retention of Records**

**[The Employer]** will retain records relating to any complaint, concern or submission and to the treatment and investigation thereof for a period determined to be appropriate based upon the nature and merits of the submission. The types of records to be retained by **[The Employer]** will include records of all steps taken in connection with the treatment and investigation, and the results of any such investigation.

### **Review and Approval**

This policy will be reviewed periodically by **[The Employer]**. The current version of this policy was approved by **[Name of person in Employer]** on [●], 2020.

## OCCUPATIONAL HEALTH AND SAFETY POLICY

**[The Employer]** is fully committed to the provision of a safe, healthy work environment and to the protection of employees from injury, occupational hazards and occupational disease. Our Employer is committed to meeting or exceeding all of the requirements, duties and standards set by applicable occupational health and safety (“OHS”) legislation.

To support this commitment, both **[the Employer]** and its employees are responsible jointly to implement and maintain an Internal Responsibility System directed at : (a) promoting health and safety and (b) preventing occupational injuries and illnesses and workplace accidents and incidents. The objectives of our health and safety program are as follows:

- ensure all employees of **[the Employer]** are aware of and understand their duties and responsibilities under OHS legislation;
- prevent injuries, equipment damage and property loss;
- establish accountability for occupational health and safety responsibilities;
- effect recommendations for the continuous improvement of our health and safety program;
- educate and train employees on the policies and procedures in place at our Employer as well as on known job related hazards and unsafe situations; and
- cultivate a positive safety culture for our employees.

**[The Employer]** is responsible for the provision of information, training and resources to support the Internal Responsibility System and ensure compliance with all relevant OHS legislation, this policy and our health and safety program. **[The Employer]** is accountable for the safety of employees and for compliance with the statutory and Employer health and safety requirements. Employees are required to work in compliance with statutory and Employer health and safety requirements and to report unsafe conditions and accidents and incidents to their manager immediately.

**[The Employer]** values each and every employee and is vitally interested in their health and safety. We encourage and require every employee not only to be concerned about their own OHS, but also to ensure healthy and safe work practices on the part of other employees with whom they work and our clients. We ask and require you to do your part in complying with the objectives of our OHS Policy. **[The Employer]** seeks to encourage a cooperative attitude and approach to health and safety in the workplace by all persons. Maintaining effective communication and a proactive approach to health and safety will make our workplace healthier, safer and more enjoyable as we seek to serve our clients.

## CONFIDENTIAL INFORMATION POLICY

### Purpose:

The purpose of this Confidential Information Policy (the “**Policy**”) is to ensure the appropriate handling and management of Confidential Information and to prevent the inappropriate use and/or disclosure of Confidential Information.

During the course of employment with **[the Employer]** the Employee will be exposed to and will have an opportunity to learn or otherwise become aware of Confidential Information belonging to the Employer.

The Confidential Information is a valuable asset which is the property of **[the Employer]** exclusively, the unauthorized use or disclosure of which would cause very serious harm to the economic interests of **[the Employer]**.

It is important in the interests of **[the Employer]** that the Confidential Information remain the exclusive confidential property of **[the Employer]** and that it not be used or disclosed except in accordance with the knowledge and consent of **[the Employer]** and in **[the Employer]**'s best interests.

The Employee further acknowledges that disclosure of Confidential Information may be detrimental to the best interests of **[the Employer]**. Accordingly, should the Employee use Confidential Information in a manner contrary to **[the Employer]** policy, this may result in disciplinary action, up to and including immediate termination of employment of the Employee, and other appropriate legal action.

### Scope:

This policy applies to all employees of **[the Employer]**. All such employees have an obligation to comply with the specific requirements of this policy.

### Confidential Information:

For the purposes of this Policy, “**Confidential Information**” includes information, in any form whatsoever, whether marked confidential or not, relating to **[the Employer]**'s technologies, designs, inventions, concepts, ideas, developments, methods, processes, techniques, know-how, trade secrets, creative works, systems, specifications, formulations, applications, models, drawings, data, documentation, reports, records, manuals, new products, marketing strategies, business plans, pending projects, RFPs and proposals, plans, studies, analysis, research and development, work effort estimates, customer lists, customer information, vendor lists, business and financial information, and other information which is confidential or proprietary to **[the Employer]**.

Without limiting the generality of the foregoing, “Confidential Information” includes information of the types described above which **[the Employer]** receives from any of its affiliates or related entities or other third parties (e.g. clients or potential clients, suppliers, etc.) and, which **[the Employer]** is obligated to keep confidential or which **[the Employer]** is obligated to use only for certain limited purposes.

### Confidentiality Policy:

Employees are required, at all times, to maintain the confidentiality of the Confidential Information and to protect the Confidential Information from infringement, theft, loss, deterioration, diversion, disclosure, reproduction, falsification or use for non-work-related, illicit or secret purposes. An

employee's obligation to protect Confidential Information continues even after the employee's employment relationship with **[the Employer]** ends.

Employees shall not disclose or use Confidential Information except as such disclosure or use may be required in connection with their employment with **[the Employer]**.

All **[the Employer]** records, reports, files and documents, or copies thereof, whether in electronic or physical form, are the property of **[the Employer]** and may not be removed from **[the Employer]**'s premises without approval.

In the event an employee is unsure about the confidentiality of certain information, he/she should discuss it with his/her supervisor before disclosing such information.

## CONSTITUTIONAL CHECKLIST AND SAMPLE LANGUAGE

A balance has to be struck between the amount of detail to be included in a Constitution and Bylaw document, policies and individual contracts. As a rule of thumb, general information such as positions, outline of responsibilities, release time should find their way into Constitution and Bylaws. Always be aware of the vote count required to make a change and ease of access to the structure to make a change when placing information in the Constitution and Bylaws. Less can be more when considering the amount of detail in relation to time release positions when it comes to Constitution and Bylaws.

More specific information about contractual obligations (Salary, benefits, working conditions), however, should best be placed in individual contracts that can be changed and adapted as new laws are enacted or circumstances change. The local executive should be charged with overseeing established contracts. Accountability for day-to-day monitoring of a particular contract should also be clarified (i.e. President or other Officer).

General guidelines about behavior should be placed into policies (selection process, confidentiality, harassment, working from home etc.). Work related Policies should be owned by the local executive and reviewed yearly. Changes should be made by motion at the D/BU Executive level.

By following this outline, you allow for more responsive and specific accountability and responsibility where it belongs and you potentially avoid being hamstrung by rules that are difficult to change because of the frequency of meetings (i.e. AGMs).

### General Checklist for Constitutions

- 1) Establish constitutional requirements  
Determine the essential components of a comprehensive description of release time positions and direct Districts and Bargaining Units to ensure these are included in their constitutions. Possible components could include:
  - which positions have release time
  - the amount of release time to which they are entitled
  - how members with release time are selected in general terms (i.e. selection body and methodology)
  - how these positions are funded
  - how vacancies in release positions are handled
  - General responsibilities for positions with release time (OSSTF Bylaws can serve as a content guide re GS, AGS and EA's).
  
- 2) Dedicated section in constitutions  
Direct Districts and Bargaining Units should create a new section within their constitutions dedicated to housing language specific to the subject of release positions. While existing language regarding release language can still exist elsewhere in a constitution, a dedicated section containing a determined list of essential components would be encouraged/required.

### 3) Budgets

Budgets should include sufficient funds or provide a mechanism to access reserve funds to:

- Fund time-release positions
- Fund replacements for medium to long term absences
- Fund legal expenses

### 4) Support and advice

Include the Parliamentary and Constitution Council in any initiative to improve local constitutional language on release time. Although members of PCC are currently occupied with the three-year project to review local constitutions, their expertise would be useful in either devising templates and/or assisting locals to write new proposed language.

## Examples of Good Constitutional Language

1. Clearly state which positions are release positions.

#### Example 1:

##### ARTICLE V - ORGANIZATION OF THE ESS

5.8 The ESS Bargaining Unit shall have up to three full-time equivalent release positions as follows:

5.8.1 the Bargaining Unit President;

5.8.2 the Bargaining Unit First Vice President; and

5.8.3 one full-time equivalent position to be appointed by the ESS Executive.

#### Example 2:

##### BY-LAW 20 - President Release Time

20.1 The ESS Bargaining Unit President shall have up to full time release from employment duties to fulfill the duties of Bargaining Unit President

#### Example 3:

##### Article 4: 4.8 Release Time

4.8.1 The District President shall be on full-time release.

4.8.2 The District Officer shall be on full-time release.

\*\* The first example is especially clear because the information falls under the section of the organization of the BU. The second example is clear too as it connects release time to a specific position. The third example takes an interesting tact by creating an article that directly deals with the concept of release time.

2. Provide procedures to deal with release officers who go on leave.

Example 1:

BY-LAW 13 STATUTORY LEAVE FOR TIME RELEASE OFFICERS

13.1 In the event that the District President requires a statutory/sick leave, the District Executive shall appoint the District Vice President as Acting District President, subject to the term of office.

13.2 In the event that the appointed District Officer requires a statutory/sick leave, the District Executive shall appoint an interim District Officer for the term of the leave, according to the procedures set out in By-Law 7.

13.3 Should any non-release time member of the Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, the District Executive shall appoint an acting replacement from among the members of the District Executive for the duration of the leave, subject to the term of office.

Example 2:

10.5 Vacancies Created by Statutory/Sick Leaves

10.5.1 In the event the PSSP President requires a statutory/sick leave, the Executive shall appoint the Vice President as Acting Bargaining Unit President for the duration of the leave, subject to the term of office.

10.5.2 In the event the Second Time Release position requires a statutory/sick leave, the Executive may appoint an Executive Member as Acting Vice-President for the duration of the leave, subject to the term of office.

10.5.3 Should any non-release member of Executive require a statutory/sick leave, or be temporarily appointed to fulfill an acting position as the result of a statutory/sick leave, the Executive may appoint an acting replacement from amongst the members of Executive for the duration of the leave, subject to the term of office.

\*\*Both examples provide fulsome descriptions as to what happens when a release officer must temporarily go on leave.

3. Working conditions / expectations of release officers

Example 1: D24 ESS

Policy 1 - President's Position

1.1 The Executive will give consideration to having the position of President as full-time release according to the Board's procedures.

1.2 Expectations of the full-time President's position would be forty hours per week, 12 months per year with the hours being flexible.

1.3 The position would be paid at the minimum Level \_\_\_\_, Step 5, salary grid of the current collective agreement or the current salary of the incumbent, whichever is higher. (A15)

1.5 Use of vacation and sick time is commensurate to the incumbent's current allocation of days of their Employer Collective Agreement but will be administered by the D/BU.

1.6 There would be no loss of salary, seniority or benefits provided the Bargaining Unit reimburses the Board for the replacement cost of the President's leave according to the Board's procedures.

#### 4. Remuneration of release officers

##### Example: D25 TBU

##### 1.16 Salaries and Benefits

1.16.1 The positions of Unit President, Professional Services Officer, Chief Negotiator and Membership Services Officer shall be full-time release positions and shall include summer duties.

1.16.1.1 The salary of the Unit President shall be determined at 110% of the level of maximum Category 4, Regular Day School that the XXX District School Board pays during the year of office;

1.16.1.2 The salary of the Chief Negotiator, Professional Services Officer and Membership Services Officer shall be determined at 108% of the level of maximum Category 4, Regular Day School that the XXX District School Board pays during the year of office.

1.16.2 The cost of the Employer's share of benefits for the Unit President, Chief Negotiator, Membership Services Officer and Professional Services Officer shall be assumed by the Bargaining Unit.

##### Example 2:

##### By-Law 4.0 Remuneration

4.1 The Educational Support Professionals Bargaining Unit President shall be paid on 12-month, full time release at a minimum of Level 8 Step 7 of the ESP Collective Agreement salary grid. Should the incumbent currently be at Level 8, 9 or 10 of the salary grid, an additional 5% will be added to the current salary.

4.2 The Educational Support Professionals Bargaining Unit Chief Negotiator/Member Services Officer shall be paid on 12-month, full time release at a minimum of Level 7 Step 7 of the ESP Collective Agreement salary grid. Should the incumbent currently be at Level 7, 8, 9 or 10 of the salary grid, an additional 5% will be added to the current salary. If in the judgement of the Budget Committee sufficient funding is not available, the Budget Committee shall present a budget to the members at the Annual General Meeting recommending a reduced percentage of release time for the following federation year.

4.3 The employer shall be reimbursed for the salary and benefits paid to the President.

4.4 The employer shall be reimbursed for the salary and benefits paid to the Chief Negotiator/Member Services Officer.

4.5 If the Budget Committee has recommended a reduced percentage of release time for the Chief Negotiator/Member Services Officer for the following federation year, the employer shall be reimbursed according to the same percentage.

\*\* Both these examples show good attention to detail regarding how those on release will be compensated. Other constitutions detail where the funding for these positions come from, either through levies or through collective agreements with the board.

#### 5) Budget

XX. The BU budget shall include sufficient funds to fully fund time-release officer and



staff positions.

- XX In the case of prolonged absences not anticipated in the yearly budget, the Executive will have the ability through motion to access the D/BU reserve to fund any shortfall.
- XX In the case of un-anticipated legal expenses related to employment, the D/BU Executive will have the ability to access the reserve fund through motion to pay the required amounts.

# **Report of the Long Term Disability Advisory Work Group to the 2021 Annual Meeting of the Provincial Assembly**

## Report of the Long Term Disability Advisory Work Group to the

Bylaw 12.6.14.1 states that:

*The Provincial OSSTF/FEESO LTD Advisory Work Group shall advise the Provincial Executive on any matters related to the Provincial OSSTF/FEESO LTD Plan and such other matters as may be referred to it by the Provincial Executive.*

The Work Group consists of representatives from Bargaining Units representing teachers who are members of the Plan. Current members of the Work Group are:

Mary Arseneau, District 19  
Thomas Barnes, District 17  
Nicole Bléau, District 13  
Jeff Denys, District 8  
Evan Cooper, District 25  
Gerry Harrison, District 16  
Dan Hawkins, District 18  
Danica Izzard, District 12  
Erin Roy, District 9  
John Wells, District 2  
Martha Hradowy, PE Liaison  
Dave Barrowclough, Secretariat Liaison

The Work Group meets regularly to review experience and claims data related to the Provincial LTD Plan. OTIP insures approximately two-thirds of the membership, and Teachers Life insures the remaining one-third. Data is provided by each insurance company and reviewed by the Work Group.

This year, the Work Group established terms for the members with a staggered phase-in so that each year a third of the work group will come up for renewal. This process was designed to maintain representation for districts under both OTIP and Teachers Life. There will be a DBU released each spring looking for applications to the work group for any expiring terms.

The Work Group also meets as necessary to receive updates on renewal discussions, and provides input and advice to the Provincial Executive on any plan design changes being considered.

The Work Group is scheduled to meet again on April 1, 2021 to review the data for the first two quarters of 2020-2021.

The Work Group also continues to be involved in an ongoing examination of various components of the Plan. This includes reviewing best practices with respect to early support of members, in order to assist in the long term sustainability of the Plan.

**MAC 216-19**  
[Continuation of MAC 203-17]  
**Governance**  
**Review Committee**  
**Report to the**  
**2021 Annual Meeting**  
**of the Provincial Assembly**

## MAC-203 2017 Report to the Annual Meeting of the Provincial Assembly March 2020

AMPA 2017 created MAC 203-17 by adopting the following motion:

*BE IT RESOLVED THAT AMPA establish a Governance Review Committee composed of 10 members representing the diversity of the OSSTF membership, the General Secretary or designate, the Treasurer, two additional members of the Provincial Executive and others as required.*

*The Governance Review Committee will consult broadly with relevant groups, with terms of reference to:*

- a) Review the Priorities and Core Union Strategies identified in the AMPA 2010 report of the Strategy and Structure Review Committee;*
- b) Review the bylaws related to the Provincial Assembly;*
- c) Review the bylaws, structure. Operations and timing of Provincial Council;*
- d) Review the bylaws, structure, and duties of the Provincial Executive and OTF Governors; and*
- e) Review operations and structures, from a financial perspective.*

*The Governance Review Committee shall present an interim report to the January 2018 and 2019 meetings of the Provincial Council and to AMPA 2018, with a final report and recommendation to AMPA 2019.*

At AMPA 2019, the Governance Review Committee was extended for one more year in order to allow it to complete its work. The final report of the Committee will be provided to AMPA 2020<sup>7</sup>.

The committee is composed of the following members: Lynn Auger-Parent, Roxanne Beauchamp, Domenic Bellissimo, Brad Bennett, Lisa Black-Meddings, Nicole Bléau, Earl Burt, Pierre Côté (Chair), Kate Davidson, John Gilbert, Keith Goulet, Jim Hendricken, Elpis Law, Karen Littlewood, Erin Roy, Jim Spray and Dave Warda.

Since AMPA 2019, the Committee has met on five separate occasions and formed subcommittees to discuss and report on the following items:

- MAC 202-17 [Amalgamation/Merging Bargaining Units Work Group] & MAC 523-19 [Work Group to Study Workload Challenges and Inequities Faced by Bargaining Unit Leaders in Support Staff Bargaining Units];
- Review of the Provincial Council Handbook;
- Governance in relation to the Policies and Procedures Manual;
- Review of the Committee to Review Process.

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<sup>7</sup> Because AMPA 2020 was impacted by the Pandemic, the MAC 203-2017 report was not introduced as planned. The presentation of the report was postponed to AMPA 2021. Other than minor editing, the final MAC 203-17 is presented unchanged with explanatory notes at AMPA 2021.

## MAC 203-17 Review of MAC 202-17 (Amalgamation/Merging Bargaining Units Work Group Report)

The following motion was passed at AMPA 2018:

BIRT AMPA endorse the report of the MAC 202-17 Work Group and refer it to the MAC 203-17 Governance Review Committee for further consideration in making its final recommendations.

The MAC 202 Report is attached, as **Appendix A**.

The MAC 202 Report focused on issues related to providing “the best representation and service” for members in bargaining units with less than 100 FTE members. The report notes that an FTE of 100 or less is not necessarily an impediment to effective local service, if the unit has significant time release or has access to support within a district structure where a district time-release officer provides assistance. However, it also points out that many smaller units have access to limited time-release and struggle with governance and service issues. While many complicated issues are discussed (but not completely resolved in the analysis), the MAC 202 Report suggests that mergers that allow for access to increased time release should be considered. Pages 5-6 of the report outlined “Findings, Conclusions and Recommendations,” including criteria for units where a merger is **NOT** feasible (“single site” bargaining units, bargaining units “across geographical boundaries,” “across Teacher and Support Staff lines”).

There are 52 bargaining units with 100 or less FTE (see yellow highlighting in the FTE column of the chart – **Appendix B**). The MAC 203-17 Work Group considered which of these units could merge and whether such mergers might help the new units gain access to more time release. The chart in **Appendix B** identifies 32 units with less than 100 FTE where mergers are possible (potential mergers are highlighted with the same colour in the bargaining unit column). The potential highlighted mergers do not include any units that the MAC 202 Report criteria highlighted as **NOT** being feasible (the MAC 203-17 Work Group added one more criteria where a merger would not be feasible, namely separate employers). If all of the identified units decided to merge, the list of 135 units could potentially be reduced to as low as 106 units. It would also reduce the number of units with less than 100 FTE from 52 to 22.

In some cases where a voluntary merger is undertaken, there may be an increased opportunity for better local service due to some increase in local time-release that could be effected by the merger. That is, each merged unit would result in a minor reduction of costs associated with Provincial Council, AMPA and Conferences (i.e. the smaller of the merged units would no longer send representatives to those meetings). These minor savings (approximately \$7,500) could be made available, on an ongoing basis, through a new #2000 series account (Funding for Bargaining Units that Voluntarily Merge) to the newly merged unit, which may assist with the purchase of some additional time release.

It should be emphasized that there are already many bargaining units at Provincial Council that are merged for OSSTF governance purposes (voluntary mergers have been encouraged for many years – the MAC 215-10 Report addressed voluntary mergers) or represent a wide variety of individual job classes. There are also a number of examples of small bargaining units that were initially organized as such, but were then constitutionally merged with an existing larger unit. Similarly, there are also a significant number of support staff units that have multiple job classes within one collective agreement bargaining unit. Therefore, for purposes of recognizing the bargaining unit as the basis of OSSTF governance, there is already a well-established

practice that “unit” may refer to a constitutionally defined unit, not just a collective agreement bargaining unit.

Joining a larger unit where there may already be leadership with some time release (and maybe more experience) may help members from smaller units access better local service and representation. Some very small units now struggle with things like having committees and dealing with finances and financial reporting. Local constitutional language that guarantees representation on the local constitutionally combined Executive can address the concern of a loss of representation at Provincial Council and AMPA.

Bargaining units that choose to merge would be required to develop an organizational structure that provides the best possible representation for all members within the merged unit. The constitution of a combined or amalgamated bargaining unit should clearly identify both the organizational structure and the bargaining structure, and should state with whom the responsibility for various aspects of representation rests.

Finally, the MAC 202 Report focused on bargaining units of 100 or less FTE and the pros and cons of merging such units with other units for greater scale and possibly for increased access to improved local service. While the discussion above has outlined a possible approach for units of 100 or less FTE, the Governance Work Group believes that there may be also benefits for units with larger than 100 FTE to consider merging with larger units on a voluntary basis. The MAC 215-10 Report addressed many issues related to voluntarily merging and provided assurance that units that choose to merge will not lose any funding on the Funding Master (such units are listed separately on the Funding Master with an asterisk noting that they have been merged). In conclusion, the MAC 203 Work Group believes that merging small bargaining units should be considered on a voluntary basis as a means to address ongoing concerns of workload and representation. To this end, we are recommending encouragement of voluntary mergers through the creation of two dedicated budget lines to facilitate them.

## **MOTIONS**

1. BIRT a new budget line with an allocation of \$10,000 be established to provide funding to assist any bargaining units that wish to voluntarily merge.
2. BIRT a new budget line entitled “Funding for Bargaining Units that Voluntarily Merge” be established with an allocation of \$15,000.

## **MAC 203-17 review of MAC 523-19**

MAC 523 was submitted as a late motion at AMPA 2019, as follows:

### **MAC 523-19**

Cost Estimate: \$40,950

Moved By: S. Indrevold

Dist Number: 2

Dist Name: Algoma

Seconded by: J. Posteraro

Dist Number: 2

Dist Name: Algoma

*BE IT RESOLVED THAT AMPA direct the Provincial Executive to create a Work Group to study*

*workload challenges and inequities faced by Bargaining Unit leaders in Support Staff Bargaining Units. The Work Group would be charged with, but not be limited to, studying workload, time release, equal pay for equal work, and compensation. Interim Reports will be presented to Provincial Council with a final report at AMPA 2020.*

*The Work Group will be composed of 13 members:*

- *4 local leaders from a broad range of Educational Support Staff, PSSPs, ECEs who serve in local leadership roles who have full time release to conduct Union business;*
- *4 local leaders from a broad range of Educational Support Staff, PSSPs, ECEs who serve in local leadership roles who do not have full time release to conduct Union business;*
- *1 member of the Finance Committee;*
- *Provincial Treasurer;*
- *Chief Financial Officer;*
- *1 member of the Protective Services Committee;*
- *Staff as assigned by the General Secretary.*

MAC 523 did not pass at AMPA, but was referred to the MAC 203 Governance Work Group for consideration. A motion that had some similar ideas was submitted on time for AMPA 2019, but was withdrawn after the district submitting it was informed that the MAC 203 Work Group would consider the concerns being raised.

MAC 523 calls for a work group “to study workload challenges and inequities” faced by Bargaining Unit (BU) leaders, including “time release” and “equal pay for equal work.” There are many local variables that impact on “workload;” including, but not limited to:

- the FTE/headcount of the bargaining unit;
- the ratio of the amount of time release to bargaining unit members;
- the number of bargaining unit officers without time release who are doing voluntary work;
- the number of work sites and the travel and communication challenges;
- the local political culture;
- the local constitutional requirements for the officer;
- the requirements of managing an office space and employees (or the lack of such);
- the labour relations climate with the employer.

Given the number and scope of the above variables, the Governance Work Group concluded that it is not feasible to study the question of “workload” or “equal work” for elected local bargaining unit leaders.

“Pay equity” and “equal pay for equal work” are legal regimes that apply in the context of an employment relationship. Employers are required by the Pay Equity Act to ensure that females are paid the same amount as male workers, who are doing work of comparable value. The Employment Standards Act requires that employers pay men and women the same when doing the same job. Local bargaining unit officials are not in an employment relationship with Provincial OSSTF. They are elected officials (in some cases appointed) and they largely set and control their own hours of work and intensity of work, subject to the considerations enumerated above and subject to the perceived potential political consequences at the next election cycle.



It is quite easy to gather information about the FTE size of bargaining units and the amount of time release that currently exists (this information is regularly gathered and reported on in Treasurer reports to Provincial Council). However, the work group did not think that there is a feasible way to assess and compare the question of “workload” or “equal work” for elected officials for 135 bargaining units.

It is quite feasible to survey local leaders about their level of pay (or such information might be gathered from the dues remittance information system), but that information would not address the implied premise of the motion. While not stated explicitly in MAC 523, the debate at AMPA seemed to imply that all local presidents regardless of which bargaining unit that they come from should have the same time release ratio to members and should have “equal pay.” Given that current time release ratios and pay scales vary widely across the province (even for similar types of bargaining units), a change of that nature is cost prohibitive. For illustrative purpose, it is useful to compare two bargaining units in the following Time Release and Levy Chart [see **Appendix C** for the complete chart]:

<b>D/BU</b>	<b>FTE</b>	<b>Time Release</b>	<b>Ratio of TR to FTE</b>	<b>Local levy</b>
D12 PSSP	901.9	2.0	1:451	0.3%
D18	77.2	1.0	1:77	\$12.25 per pay

The difficulty in ensuring that these two units have the same time release should be immediately apparent. To effect a ratio of 1:77 for the D12 PSSP would mean an increase to 11.7 officers with time release (or an increase of 9.7 officers). The cost of such an increase would obviously be exceptionally high and begs the question of which group would bear it: would there be an increase in a local levy or a provincial fee increase?

If MAC 523 is suggesting that pay for all time release officers be standardized (and no existing officers’ pay is to be reduced), then all local officers’ salaries would have to be raised to the level of a teacher time release officer’s salary at the top of the grid. Assuming that salary to be \$100,000 (some locals pay higher than that amount), the cost to cover the total bill for ONE fulltime time release officer for each bargaining unit (regardless of the FTE size of the unit) would be \$15.6M. This is \$1.4M higher than the total current allocation for District Rebate Funding (which includes allocations for other factors outside the Time Release columns of the Funding Master). To guarantee each unit a standardized amount of time release funding of \$100,000 on a pro-rated FTE basis of 1:100 (i.e. assuming that every 100 members generates \$100,000 in funding) would total \$52.8M. The total OSSTF/FEESO operational budget for 2019-2020, including District Funding, is \$49.3M.

If Provincial OSSTF is to assume responsibility for a much larger allocation of funds to districts and bargaining units to pay standardized salaries at the current highest rate with enhanced and standardized time release ratios as described above, it would require a significant fee increase (the current base fee of 1.3% would have to be more than doubled to generate an extra \$52.8M). It would also suggest a dramatic restructuring of the local and central bodies of the organization. That is, the only way for Provincial Office to standardize time release and pay would be to entrench such changes in the bylaws and to become the employer of all local officials. Such a change would likely mean the elimination of a local democratic culture, or at least a very significant reshaping of that culture.

## Equitable Funding to Districts

The current OSSTF/FEESO Bylaws stipulate that funding is by district. Hence, the Provincial Finance Committee prepares District Funding Masters for approval by the Provincial Executive. Funding masters do not stipulate how districts should divide the funding among bargaining units. The columns and rows of the funding masters show how the committee generated total funding. How districts divide funding between the bargaining units is dependent on local decision-making processes.

Each year the Finance Committee compares the year over year distribution of district funding across the province and tries to achieve a balanced and equitable distribution, considering factors such as: the FTE of districts, the number of bargaining units, geography, service needs, and equity in relation to the relative redistribution of fee income. The model that the Finance Committee uses is analogous to Canadian Federalism, where provinces with larger tax bases generate more revenue and provinces with smaller tax bases benefit from the redistribution that the Federal government accomplishes through social transfers.

Districts with a larger FTE, and therefore more fee income, generally receive less funding in relative terms. Funding from larger districts is re-distributed to districts that have less FTE and less fee income (and usually districts with more bargaining units - see **Appendix D** - chart and summary analysis). The Finance Committee must try to strike a balance with redistribution, while also recognizing the needs of larger Districts; so it tries to ensure that each district gets back a minimum of 20% of dues generated.

The issues surrounding district funding, time release funding, and equitable funding, therefore, are quite complex and include all of the following:

- District funding in relation to the total OSSTF budget;
- How funding is divided at the district level;
- The implications of centralized decision making versus local decision making;
- District and bargaining unit reserves;
- District and bargaining unit levies;
- District and bargaining unit properties or lease arrangements;
- District and bargaining unit office staff levels and needs;
- District and bargaining unit time release ratios;
- Distance and communication costs;
- Compensation for time release officers;
- Collective agreement provisions for remitting to employers for time release; and
- Fee income by bargaining unit in relationship to rebates to districts.

It is only with a comprehensive study of all of the above inter-related factors that OSSTF/FEESO could begin to have a well-informed discussion about whether it is appropriate to make significant changes to the current model of Provincial funding to districts and the current model of locally determined time-release for local officials.

## **Provincial Council – Election of Chairperson and Vice-Chairperson**

After implementing the motions approved at AMPA 2019 regarding Provincial Council, the work group discussed the logistics around the election of the Chairperson and Vice-Chairperson. Article 7 requires the elections to occur at the end of the first meeting of Provincial Council each Federation year.

Concerns were raised as the first meeting is held typically at the end of September, and since the election happens at the end of the meeting, the Chair and Vice-Chair do not effectively start their positions until the second meeting, which typically occurs in late November, almost 5 months after the Federation year has started. In comparison, the Provincial Executive are elected 4 months prior to their effective start date.

While the work group recognized that it would be ideal for the Chair and Vice-Chair to be elected by the current year's Provincial Councillors, the fact that these positions do not start their term until late November left too long a gap for duties to be completed.

The work group reviewed the possibility of moving the elections to the last Provincial Council meeting prior to the start of the next Federation year, typically held in late May/early June. The work group agreed that the benefits associated with having the Chair and Vice-Chair positions put into place prior to July 1 will allow them to effectively prepare for the first meeting of the year. The first meeting often requires the Chair and Vice-Chair to be involved in the decisions related to co-options of provincial committees and councils, appeals from Judicial Council, and appointments to internal Provincial Council committees. Having these duties done by a Chair and Vice-Chair who are already in place for the year makes sense. In order to facilitate this process and to have as much clarity as possible with respect to the following year's councillors, we will endeavour, should the motions pass, to hold the Provincial Council meeting as late as possible in the year.

### **PROC Motion A**

BIRT, if carried, CON Motion A take effect immediately.

Rationale: CONs and BYLs approved at AMPA don't take effect until July 1. However, this process outlined in that motion would need to be implemented at the May/June 2020 Provincial Council meeting.

### **CON Motion A**

BIRT Article 8.3.3 and its sub-articles be amended by substitution to read:

“8.3.3 Chairperson and Vice-Chairperson

8.3.3.1 The Provincial Council shall elect from its members a Chairperson and Vice-Chairperson at the last meeting of the Council in accordance with procedures outlined in the Provincial Council Handbook.

8.3.3.2 The term of office for the newly-elected Chairperson and Vice-Chairperson shall be one year and shall commence on July 1.

Rationale: Currently, these positions are elected at the end of the September Provincial Council meeting, resulting in a start date of November, 5 months after the year has started. Electing a Chairperson and Vice-Chairperson prior to the start of the Federation year ensures that

business that is required in September is handled by the Chair and Vice-Chair for that year.

## **OSSTF Handbook - Policies & Procedures<sup>8</sup>**

The MAC 203 Work Group turned its attention to the OSSTF Handbook with a view of streamlining the documents and ensuring that the content within its sections (Constitution, Bylaws and Policies and Procedures) is reviewed by the appropriate governance body. Particular focus was placed on the Policies and Procedures Manual.

In its deliberations and in order to facilitate decision-making, MAC 203 agreed on the following guiding principles to maximize efficiency and effectiveness:

1. When the function defines the organization as a whole, then the decision-making body is AMPA.
2. When the decision has a direct impact on the organization as a whole then the decision-making body is AMPA.
3. When the decision involves procedures, processes or mechanics that have impact only on specific bodies, functions or situations then they should properly be dealt with at an appropriate governing body other than AMPA.

In conducting the review, we understand that change can be contentious, procedures and decisions about those procedures can be political, and that changes need to be made judiciously proposed and with appropriate rationale. MAC 203 believes that much of the content in the Procedures section of the Policies and Procedures Manual can be moved to other documents or decision-making bodies. In order to guide its decision-making, MAC 203 reviewed the following documents: OSSTF Operations Manual, Provincial Executive Procedures, Provincial Council Procedures.

### **Procedure 1 (Preparation of the General Account Budget)**

This section was previously in the Bylaws but was moved to the Policies and Procedures during a previous review. The section outlines procedures for establishing and approving the budget at AMPA. It also describes the role of the Finance Committee. We believe that AMPA is the correct governance body for making changes to this section but that it really belongs in the Bylaws. We are recommending:

- 1.1 Move to new Bylaw 12.X Finance Committee under 12.x.x “Mandate”
- 1.2 Move to be included in X.X Finance Committee (current Procedure 9.6) that will be in Provincial Council Procedures
- 1.3 Move to Bylaw 20.2 Provincial Assembly
- 1.4 Move to be included in X.X Finance Committee (current Procedure 9.6) that will be in the Provincial Council Handbook

### **Procedure 2 (Elections)**

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<sup>8</sup> Because this report was already presented to November 2019 Provincial Council and January 2020 Provincial Council, we left this section unchanged for AMPA 2021. Delegates should be aware, however, that all of the motions related to this section were withdrawn prior to AMPA 2020 and are not resubmitted to AMPA 2021.

This section of the Policies and Procedures describes the AMPA election procedures. Similarly to Procedure 1, this section was previously in the Bylaws but was moved to the Policies and Procedures in 2014 as part of a previous review. We believe that AMPA is the right decision-making body with respect to governance. We also believe, however, that the section should be moved back to the Bylaws. We are recommending that it is moved to Bylaw 13.

### **Procedure 3 (Campaign Regulations)**

This Procedure is an adjunct to Procedure 2. It should accompany Procedure 2 and be moved to Bylaw 13.

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

This section deals with mediation. The Provincial Executive currently appoints members of the Mediation Council. Staff are also assigned in order to oversee the process. Field secretaries are also involved and may refer disputes to Mediation Council. For these reasons, we believe that the appropriate governance body for making changes and reviewing these procedures is the Provincial Executive. We are recommending that the section be moved out of the Policies and Procedures and be housed in a new document called Provincial Executive Procedures. In order to ensure transparency and that members are aware of the process, we are also recommending that the new Provincial Executive Procedures document is published yearly in a document named Provincial Executive Manual. We are also recommending that an internal policy, that reads, "There shall be provision for dealing with disputes affecting the professional relationships between Members," be added to the internal policies. This would compel the Provincial Executive to ensure that provisions are in place and maintained.

### **Procedure 5 (Judicial Council)**

Similarly to Mediation Council, Judicial Council is administered by the Provincial Executive to the extent that the Provincial Executive appoints members to Judicial Council and the decisions of Judicial Council go to the Provincial Executive for implementation. Again, with respect to best practices in governance, it would make sense that the body charged with oversight make decision with respect to changes. For these reasons, we are recommending the following:

- Move Procedure 5 to Provincial Executive Procedures and publish yearly in the OSSTF Operations Manual (already in Bylaw 16.1.1.11)
- n.b. Bylaw 6.2.2 replace "OSSTF/FEESO Polices and Procedures" with "Provincial Executive Procedures"
- n.b. Move Bylaw 6.2 and 6.3 to Provincial Executive Procedures
- n.b. Add to Bylaw 6.1 "There shall be a Judicial Council consisting of 10 members appointed by the Provincial Executive for 5-year terms" (current Procedure 10.5.1.3.1)

### **Procedure 6 (Appeals)**

Appeals are the purview of Provincial Council. As per the guiding principles listed above we are using, decisions should be made by the appropriate governance body. In the case of appeals, we are recommending that we move that section to the Provincial Council Manual. It is also important to note that there is already a Bylaw (Bylaw 7) that establishes appeals.

## **Procedure 7 (Districts in Difficulty)**

Procedure 7 deals with districts in difficulty. The procedure is the purview of the Provincial Executive. From that perspective, the Provincial Executive is the governance body best suited to review the process and make changes. In similar fashion to Judicial Council and Mediation Council, we are recommending that this section be moved to the Provincial Executive Procedures and be published yearly in an Provincial Executive Manual. We are also recommending adding a bylaw to that effect:

- Add Bylaw 16.1.7.X “to communicate, yearly, to all District and Bargaining Unit Executives, the procedure for Districts in Difficulty”

## **Procedure 8 (Trusteeship and Removal from Office)**

Procedure 8 deals with trusteeship and removal from office. Again this process is governed by the Provincial Executive. As with previous sections under the purview of the Provincial Executive, we are recommending the following:

- Move to Provincial Executive Procedures (delete 8.7 and 8.10 and insert “X.X “the General Secretary shall report to Provincial Council as per the Bylaws”) and publish yearly in Provincial Executive Manual
- Article 1 replace “OSSTF/FEESO Policies and Procedures” with “Provincial Executive Procedures”
- Add Bylaw 16.1.7.X “The General Secretary, or designate, shall report to each regularly scheduled Provincial Council meeting, investigations, decisions and status of all Trusteeship matters.”

## **Procedure 9 & 10 (Membership and terms of Reference of Standing Committees and Councils)**

OSSTF/FEESO standing committees and councils are creatures of both Provincial Council (the appointing body) and the Provincial Executive (whom the Committees advise). While it is important to identify the number of members in the Bylaws in order to provide clarity with the budget process, the actual terms of reference of committees should be controlled by the governance body that makes the appointment. In that respect, we are recommending to move all committee terms of reference to Provincial Council. They would need to be inserted in a new document called Provincial Council Procedures and changes would be voted upon in that structure. We are also recommending, however, that Bylaws be inserted as per below for every committee:

### **Bylaw 12.X Standing Committees**

12.X.X Educational Services Committee

12.x.x.1 Membership

12.x.x.1.1 The Educational Services Committee shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The Educational Services Committee shall have up to 16 members appointed by the PC

12.x.x.1.2 Provincial Executive and Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.3 Staff liaisons shall be as determined by the General Secretary

## 12.x.x.2 Mandate

12.x.x.2.1 the Educational Services Committee shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all educational services matters as per the Provincial Council Manual

### **Procedure 11 (Provincial Life Membership)**

The Provincial Life Membership process is administered by the Provincial Executive. Logically, changes to its terms of reference should come from the Provincial Executive. Bylaw 2.1.5 already defines Provincial Life Members. We are therefore recommending that the Procedure be moved to Provincial Executive Procedures and be published annually in Provincial Executive Manual.

### **Procedure 12 (Anti-Harassment Procedure)**

The anti-harassment procedure was implemented to address harassment at provincially sponsored events. Because the procedure is implemented by staff, changes should be the purview of the Provincial Executive. From a governance perspective, the Provincial Executive is best positioned to review and modify the procedure. We are recommending that the section be moved to the Provincial Executive Procedures and be published yearly in the Provincial Executive Manual. Policy 1.7 (Provincial Anti-Harassment Policy) would remain in the internal policies and could be amended at AMPA.

### **Conclusion**

In moving decision-making of procedures to the appropriate governance body, it is important to remember that there remains many checks and balance that members can access to ensure their voices are heard and, that ultimately, AMPA as the supreme decision-making body will retain its power to make changes it deems appropriate. These checks and balances include but may not be limited to:

- Members speaking directly to their Provincial Executive liaison about an issue;
- Members speaking directly to their Provincial Councillor;
- Provincial Councillors can bring issues to Provincial Council through motion and can also direct the Provincial Executive;
- Members can raise issues with their bargaining unit leaders, district or AMPA delegates, who can bring issues to AMPA. AMPA can always direct the Provincial Executive through motion.

MAC 203 reached consensus on these changes and believes that they are needed and appropriate for good governance. They would ensure that the right body is tasked with oversight and control when reviewing or contemplating changes in the procedures.

Please see attached in **Appendix E**<sup>9</sup> the AMPA motions related to the Policies and Procedures.

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<sup>9</sup> As indicated previously, all of the motions for this section were withdrawn and are marked as such in the Appendix.

## Summary of the Review of the Committee to Review Committees and Councils [CRCC]

Interviews were held with Harvey Bischof, Paul Caccamo, Cindy Dubu , Rob Gascho, Martha Hradowy, Jack Jones, Karen Littlewood and Scott Marshall and were conducted by Nicole Bleau, Kate Davidson, Jim Hendricken and Elpis Law.

A common goal that was established by all interviewees was that there needs to be a way to review and makes changes to committees and councils and ensure that they continue to be relevant.

Differing opinions:

- The current CRCC model is not the most effective way to accomplish this goal.
- We should maintain the CRCC.

In favour of maintaining the CRCC:

- It helps to identify small changes needed in committees and councils.
- CRCC works well with Chairs to update Terms of Reference to reflect the work actually done by the committee or council.
- It is a pathway for committees and councils to have input into their own structure and shape their futures.
- Allows the Executive Officers an opportunity to speak at the microphone and be seen.
- It is best to have an external review of committees rather than leaving them to do it internally.

Against maintaining CRCC:

- The current structure does not work – committee chairs are interviewed, and they usually say everything is fine and then they continue operating as usual.
- The process is not usually productive, and the committees and councils bring their own motions forward to AMPA when they see the need for change.
- Reviews can be done out of sequence. If a committee wants to make changes before the 5-year review, they can request it be done earlier. Also, reviews are sometimes imposed on committees and councils before the 5 years has elapsed.
- Large scale changes are not made through the CRCC process. The recent change of Collective Bargaining Committee to Protective Services Committee is evidence to support that CRCC is not needed. A major structural change took place independently from CRCC. The decisions involved were highly political, and it was best that CRCC was not involved.
- One person reported they were unable to remember a time when CRCC imposed changes on a committee or council.
- CRCC’s work can be time-consuming and yield little change. It takes a lot of time at Provincial Council and some time at AMPA. There may be a more efficient way of accomplishing its main goal.
- Committees are a function of Provincial Council but when they need to make changes, they come to AMPA.
- Committees and councils have the ability to make changes to themselves through AMPA, Provincial Council, or the Provincial Executive.
- Each Committee has a Provincial Executive Liaison who reports back to the Provincial Executive and this serves as a form of oversight.

The MAC 203 Work Group is therefore recommending the elimination of the CRCC.



Should the CRCC be eliminated, we are recommending that the following suggestions be implemented:

- The Provincial Executive create ad hoc work groups to review specific committees and councils, as needed and on the basis of information gathered by the Provincial Executive liaisons.
- Because committees are a function of both Provincial Council and the Provincial Executive, Provincial Council may also strike a workgroup to review a specific committee, as required.

### **Number of Provincial Council Meetings<sup>10</sup>**

The number of Provincial Council meetings was reduced from six (6) to five (5) last year. The MAC 203 Work Group believes that further refinement to the calendar of meetings should be considered. Currently, there is a Provincial Council meeting in September, November, January/February, April and June. We are proposing to move the September Provincial Council meeting to coincide with the start of Summer Leadership. It would be a streamlined meeting with a limited agenda focused mainly on approving co-options and other timely essential business. The meeting could be scheduled on the Thursday of the start of Leadership from 9 to 11 am to allow essential business to take place. Because the vast majority of bargaining unit presidents already attend Summer Leadership there would be no additional costs for the meeting but it would reduce the overall costs associated with Provincial Council meetings. More importantly, however, it would allow for all co-options and vacancies to be in place before the start of the year. This would allow committees to meet with their full complement early in the school year and would circumvent the awkwardness of having some committees meet without their co-opted members as is currently the case. Of note in our decision-making is also the fact that September Provincial Council during the last few years has tended to be of a short duration ending at around lunch time.

The change, if approved, would result in the following Provincial Council meeting calendar next year: August (coinciding with Summer Leadership), November, February, April and June.

We are therefore recommending moving September Provincial Council to coincide with Summer Leadership with a limited and focused agenda that ensures that co-options and vacancies are completed. The motions to allow this change to occur should properly be debated at Provincial Council and no motions are required at AMPA to achieve this change.

### **Provincial Executive Structure**

The MAC 203 Work Group reviewed the Provincial Executive structure and is not recommending changes at this time.

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<sup>10</sup> Provincial Council already discussed the recommendation contained in this section and decided against it.

***AMPA MOTION: BIRT AMPA 2020 endorse the final report of the MAC 203-17 Governance Review Committee.***

## Report of the MAC 202-17 Amalgamation/Merging Bargaining Units Work Group

### Work Group Members:

The MAC 202-17 Work Group is comprised of the following members:

Brad Bennett (Lead), AGS Protective Services	Bruce Hoffmann, D17 Plant Maintenance
Lori Foote, AGS Professional Services	Colin Matthew, D15 T/OT
Paul Caccamo, Executive Officer	JoAnne McGregor, D28 ECE
Karen Littlewood, Executive Officer	Pawel Mazurek, D35 Support Personnel of
Natalia Baby, D7 OTBU	Saint Paul University
Suzanne Conley-Cholak, D17 Office & Clerical	Janice Scott, D18 PSSP
Cindy Hayward, D5A ESPBU	

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At AMPA 2016, the following motion was passed:

BE IT RESOLVED THAT AMPA establish a one year Work Group to investigate amalgamating/merging bargaining units. The Work Group will review and focus on the following:

- the advantages, disadvantages, and feasibility of an amalgamation/merger, giving consideration to how to provide the best representation and service to members;
- the capacity of smaller bargaining units to represent members effectively;
- units of less than 100 FTE, particularly those with the same employer, but also units within a sector and with different employers that may benefit from some form of amalgamation/merger;
- supports for potential amalgamations/mergers, including planning, preparation, communication, logistics, and constitutional language;
- supports for units that amalgamate/merge;
- possible organizational efficiency and effectiveness from amalgamations/mergers;
- input from bargaining unit and district representatives through consultation, such as surveys, interviews or focus groups.

The Work Group will be composed of the following:

- eight Bargaining Unit Presidents or other Executive leaders, representing a variety of job classes and regions, as selected by the Provincial Executive, with preference for representatives from smaller units of less than 100 FTE,
- two Provincial Executive members, assigned by the President;

- appropriate provincial office staff, as assigned by the General Secretary.

MAC 212-16 was to report to Provincial Council meetings as appropriate, with an interim report to January 2017 Provincial Council and a final report with recommendations to AMPA 2017. As outlined in the mandate of the MAC 212-16 Work Group, the work was focussed primarily on small bargaining units, with particular attention to those units under 100 FTE. The discussions crossed over into a number of areas of the Federation, including member services, role and function of local leadership, dues, levies, time release and various district and bargaining unit structures including various degrees of cooperation between bargaining units.

In 2016/2017, the Work Group reached consensus on the following points and used these points to proceed with its work.

1. FTE and headcount are not the same and we must be aware of the fact that the Federation has to look after all members regardless of FTE status. This challenge is becoming more pronounced as the number of casual employees increases.
2. The geography of districts and bargaining units is a factor to be considered. This could warrant a discussion about regional pooling in some circumstances.
3. Members should be able to expect “same day service” from local leaders for matters of a serious nature, including discipline.
4. Generally, local leadership should be able to provide service to members within 24 hours. Response time can be dependent on the complexity of the issue and may require research and/or consultation.
5. It is sometimes difficult for OTs to get a representative to a school on short notice at the end of a school day, which can lead to members not being able to work the next day, until such meeting can occur.
6. District structures can be nebulous. Districts are often very helpful to small units, including providing subsidization in some cases. On the other hand, there is sometimes simply a “loose association” between bargaining units. In some cases, members are satisfied to be represented by leadership from another bargaining unit, but this is not universal.
7. Smaller bargaining units do not have a lot of (if any) release time which creates challenges in being available to attend meetings in person. The exception to this difficulty is in single-site bargaining units.
8. There is a significant difference in available service to members between having someone on full time release versus having limited or no time release.
9. The number of Bargaining Unit Executive positions being filled is not as important as the involvement of leaders and members. Some bargaining units can have a large number of Executive Members on paper yet be ineffective while other units can have fewer

Executive Members and be more effective. Regardless, time release is more important than the size of the Executive.

10. In addition to formalized amalgamations, there is also opportunity for similar bargaining units to work together and there is presently some degree of funding available for joint meetings.
11. Leaders can be more proactive when on time release. Trying to perform duties without time release leads to more reactive “picking up the pieces”.
12. Multiple job classes within bargaining units create additional complications with work to be completed.
13. Consideration must be given to the concerns of small groups about losing their voice locally and provincially through mergers.
14. It is possible to treat governance and training separately. For example, it may be more important to have voices from all units at AMPA and PC and less critical for events such as Leadership, conferences and Regionals.
15. It seems impractical to cross teacher/support staff lines for merging.
16. While there is a concern about smaller units losing their voice within larger groups, there is also a concern about the lack of influence that small groups often have with employers.
17. The pooling of resources for time release and day-to-day services is a better use of money than scattered time release. The best service to members comes through adequate time release and the associated expertise.

While the Work Group made significant progress in identifying and beginning to address a number of difficult and complicated issues, it had not reached a point where final recommendations could be made to AMPA 2017. Instead, the following recommendation was made and approved:

BIRT AMPA approve a one-year extension of the MAC 212-16 Amalgamation/Merging Bargaining Units Work Group for the 2017/2018 Federation Year with reports to Provincial Council as appropriate and a final report with recommendations to AMPA 2018.

Passage of this motion created the MAC 202-17 Work Group.

As the Work Group reconvened in the 2017-2018 Federation Year, it reviewed the work done previously, including the 17 points noted above as well as the following lists of advantages and challenges related to mergers and amalgamations.

### **Advantages**

- Increased opportunity for release time, leading to the potential for improved day-to-day service to members

- More bargaining power through larger numbers
- Financial efficiencies
- May lead to increased access to local expertise for members
- May lead to a more functional Executive
- Increased access to training/better networking
- Consistent service to members
- May provide better shared services including office, photocopier, etc.
- Increased access to political advice/agendas due to larger numbers
- More attention from employers/greater influence
- Can elevate the profile of job classes with small numbers
- Amalgamation between groups could lead to greater understanding of one another and possibility of greater solidarity

### **Challenges**

- Some bargaining units would not naturally fit together well with others due to specialization
- Conflicting interests
- Could lead to certain job classes being disregarded
- Small groups could feel lost within big groups
- Potential for loss of representation on local Executives
- Extra challenges where members work for multiple employers
- Potential for really small units merging and still remaining less than 100 FTE
- Units with good relationships with employers could jeopardize those relationships
- Potential funding losses
- Overcoming opposition to and fear of change
- Concerns of units that previously amalgamated

### **Consultation**

In order to receive answers to some of its questions, the Work Group invited presentations from leaders who had first-hand experience in dealing with combined units. We heard a number of presentations, including bargaining units with a combined constitution and combined collective agreement, bargaining units with a combined constitution and separate collective agreements with a single employer, and bargaining units with a combined constitution and separate collective agreements with multiple employers.

Having heard from these various presenters, members of the Work Group became more convinced than ever that there is value to members in looking to bolster the numbers within small bargaining units through combining with others.

All local presidents were then invited to participate in an online survey. 97 of our 151 bargaining units participated in the survey. The Work Group then read through the answers to the 30 questions that were asked as well as the comments that were provided. This information was discussed and distilled down to some significant survey results as follows:

- Time release and access to Federation Officers is critical to effective representation.
- The majority of time release is generated at the bargaining unit level, with some generated at the district level.
- Smaller bargaining units have less access to consistent time release with over 40% of responding units under 100 FTE reporting no consistent access. Access to regular/consistent time release rises to between 90% and 100% for various sized groups larger than 100 FTE.
- Mergers within sectors (T/OT or Support Staff) are more practical than trying to cross over.
- Mergers within the University Sector would not be practical.
- Mergers across employers' geographic boundaries would not be practical.
- Generally speaking, smaller units are more skeptical about merging than larger units.
- Approximately half of responding units believe that advocacy for members' issues would be diluted or lost through mergers. This concern is most significant in reporting from smaller units and less significant with large units.
- 70% of units that have previously merged report it as being successful or somewhat successful, while only 18.5% report it as being unsuccessful or somewhat unsuccessful.
- Overall, half of responding bargaining units believe that bargaining units smaller than 100 FTE are able to serve the day-to-day needs of members effectively or very effectively.
- Overall, half of responding units indicated that the needs of members of small bargaining units would be better met if numbers could be increase through mergers. This belief is more strongly held by large units (76.2 %) than small units (40.6%).
- Notwithstanding the above, only 38% of bargaining units reporting say they would presently consider merging with another bargaining unit.

## **Findings, Conclusions and Recommendations**

As the Work Group began its work, the general feeling about considering the merger of small bargaining units was one of trepidation, for reasons not unlike the reluctance observed in some of the survey results. However, after considerable input, discussion and thought, the focus kept coming back to member services. Further, having heard from some real-life experiences, it became evident that there are ways to address the concerns. Therefore, the MAC 202-17 Work Group has determined a number of key findings as follows:

1. Access to full time release is critical to day-to-day services to members. A lack of such access creates disadvantages to the members of small bargaining units. Members should be able to expect access to assistance on a timely basis.
2. In some cases, Districts have cooperative structures between bargaining units to provide assistance to one another. However, this is not universally true.

3. Although lack of time release is more prevalent among bargaining units of less than 100, this is not universally true. Full time release is more critical to service than the FTE of the bargaining unit. That is to say that achieving critical mass for full time release should be the concern, not an arbitrary FTE number.
4. Service and representation are not necessarily one and the same. For example, members of combined bargaining units can have separate collective agreements (representation) but share a common governance model to provide day-to-day services to members (service).
5. Bargaining units with all members working in a single site do not share the same time release requirements due to ongoing and regular access to bargaining unit leaders through close proximity. Therefore, the need to consider increasing size does not apply in these circumstances.
6. Merger across geographical boundaries is not practical.
7. Mergers within Districts 34 and 35 would not be practical.
8. Mergers across Teacher/Occasional Teacher and Support Staff lines would not be practical due to statutory complications, including but not limited to the School Boards Collective Bargaining Act.
9. Not all bargaining units are able to merge with others to create critical mass due to circumstances beyond their control, i.e. there is no one to merge with.

While the Work Group believes in these key findings, the issue of mergers has broad implications across the Federation, including consideration of governance, representation and budgeting. Therefore, we are recommending that this report be taken up by the MAC 203-17 Governance Review Committee to form part of its study and recommendations to AMPA 2019.

If this report is sent to the MAC 203 Work Group, in addition to the 9 key findings above, we would provide the following recommendations and considerations:

### **Attendance at Provincial Events**

Consideration should be given for continued representation at governance meetings including AMPA and Provincial Council for predecessor bargaining units. On the other hand, representation at conferences, workshops and other events should be left to the merged bargaining units. Collective Bargaining Committee Regionals and Conferences should continue to be delegated based on the number of collective agreements rather than constitutions.

### **Funding**

No bargaining unit should suffer any loss of funding as a result of mergers. In fact, Provincial savings achieved as a result of mergers should be redistributed to bargaining units in order to create greater funding for all.

### **Identity Protection**

In the event of mergers, there should be protected positions on the Executive of the combined bargaining unit to ensure that all predecessor bargaining units are represented. Separate collective agreements could involve separate bargaining teams.



## **Surpluses**

Existing bargaining unit surpluses of predecessor bargaining units should be pooled, but ONLY IF there is an agreed to framework prior to the merger. In the absence of agreement, surpluses should remain segregated and available only for the benefit of the affected predecessor unit members.

## **Enhanced Funding**

Where a bargaining unit is unable to merge with another bargaining unit because no such opportunity exists within the District, enhanced money should be provided to the bargaining unit to ensure that full time release can be achieved.

## **Recommendation:**

BIRT AMPA endorse the report of the MAC 202-17 Work Group and refer it to the MAC 203-17 Governance Review Committee for further consideration in making its final recommendations

BB/kp  
December 7, 2017  
Report to AMPA

**Potential BU mergers** (November 2019 - subject to errors and omissions)

**Appendix B**

D	BU	FTE	T Rise	Ratio	Levy	Notes
1	T/OT	245.1	2.0	123	No	
	ESS	172.2	0.6	287	No	
	PSSP	23.6	0		No	
	T-Moosonee	14.5	0		No	
	OT-Moosonee	2.7	0		No	
	ESS-Moose Factory	14.1	0		No	different location
	JBL-ESS Moosonee	11.8	0		No	different location
2	T	279.3	1.3	215	0.2%	
	OT	58.1	0.15	387	0.2%	
	ESS	413.4	1.1	376	0.27%	
	ECE	49.5	0		No	
	RCSSB - Noon Hour	14	0		No	separate employer
3	T/OT	394.5	2.0	197	0.16%	
	PSSP	32.2	0		0.16%	
	SSSC	8	0		0.16%	
	ESSU	116.5	0		0.16%	
4	T/OT	323.1	1.9	170	\$254.80	
	DECE/ESSP	234.5	1.0	235	No	
5A	T	155.7	1.35	115	\$180 yr	
	OT	40.6	0.11		\$10 yr	
	ESP	132.1	0.2	661	\$50 yr	
	OCL	56.5	0.2	283	0.35%	
5B	T/OT	94.2	1.33	71	\$77	
6A	T/OT	256.4	1.17	219	0.250%	
	LPS - SSP	201.5	1		0.3%	
	ECE	57.5	0.2	288	0.3%	
	TBCDSB SSP	222	1.0	222	0.4%	
6B	T/OT	97.8	1.0	98	\$160 yr	not merging Teacher and Support Staff units
	ESS	125	0.8	156	\$5.00 pay	
7	T	322.6	2.00	161	\$78 yr	
	OT	64.3	0.15	429	0.025%	
	PSSP	19.6	0		No	
	ESP	366	1.6	229	0.126%	
	OPT	127.7	0.4	319	No	
8	T/OT	428.5	2.0	214	0.08%	
	PSSP	9	0		0.08%	
	ESS	515.4	1.5	344	No	
9	T	785.9	3.0	262	0.133%	merge T and Con Ed Instructors
	OT	157.5	0.5	315	0.70%	
	PSSP	39.5	0.2	198	0.50%	

	ESS	705.3	3.0	235	0.167%	
	LESE	16.2	0		No	
	Con Ed Instructors	25.1	0		No	
10	T/OT	601.6	1.67	360	0.12%	
11	T	1557.5	5.0	312	0.12%	Merge T with Con Ed Instructors
	OT	421.8	0.1	4218	0.12%	
	PSSP	159.8	0.1	1,598	0.12%	
	Con Ed Instructors	85.5	0.1	855	0.12%	
12	T	4891.5	10	489	0.10%	
	OT	1089	1.5	726	\$0.50 day	
	PSSP	901.9	2.0	451	0.30%	
13	T	1431.7	4.0	358	\$126.50 yr	
	OT	283.1	0		0.18%	
	PSSP	95.4	?			not merging Teacher and Support Staff units
14	T	618.1	3.0	206	0.2%	
	OT	153.1	0.2	766	0.60%	
15	T/OT	427.8	2.0	214	\$136.50 yr	not merging Teacher and Support Staff units
16	PSSP	24.6	0		0.15%	
	T/OT	2909.5	4.5	647	\$15 yr	
	PSSP	143.8	?			
	YCDSB PSSP	92.1	?			separate employer
17	T	995.4	3.0	332	0.13%	Merge T with Instructors
	OT	213.7	0.1	2,137	No	
	Instructors	33.1	0		?	
	SMCDSB EA	501.6	2.0	251	\$66	
	SMCDSB OCT	99.5	0.2	498	\$115	
	SMCDSB Maint	21	0		?	
18	T	729.3	3.66	199	35.35 yr	
	OT	192.3	0.5	385	0.80%	
	PSSP	77.2	1	77	\$12.25 per pay	
	ESSP/ECE	677.8	3.0	226	\$10 per pay	
	OCT/TS	256.7	1.0	257	\$130 yr	
	ESS/WCDSB	179.6	1.0	179.6	0.50%	
	WCDSB OCT	52.7	0		No	
19	T	2610.7	5.0	522	\$40 yr	
	OT	625.5	1	626	0.18%	
	PSSP	192.9	0.5	386	\$40 yr	
20	T	1223	3.0	408	\$75	
	OT	332	0.25	1,328	0.50%	
	PSSP	111.3	0.05	2,226	\$70 yr	
	OCT	394.7	1.0	394.7	0.60%	

21	T/OT	1172.6	3.0	391	.2%	merge T/OT with Instructors
	PSSP	68.9	0.1	689	110 yr	
	OCT	358.2	1.0	358	110 yr	
	Instructors-ESL	31.2	0		50 yr	
	RC- PECW	54	0.1	540	100 yr	separate employer
22	T/OT	959.7	2.0	480	135.58 yr	
23	T	605	2.0	303	\$120 yr	
	OT	120	?		\$0.50 day	
	PSSP	51.1	0		No	separate employer
	CDSB ESS/ECE	272	0.8	340	\$25	
	CDSB Maint & Clnr	82.4	0.25	330	No	
24	T/OT	1450.6	3.0	484	0.05%	
	PSSP	69.1	0.1	691	No	
	ESS/STSWR	559.4	2.6	215	No	
	SMACA	71.6	0.15	477	No	
	CAMA	504.5	1	505	Yes (%?)	
	AEICW	60.9	0.1	609	No	separate employer
25	T	1555.5	4.0	389	\$150	
	OT	336.5	1	337	0.30%	
	PSSP	93.4	0.2	467	\$312 yr	
	SSP	1475.9	3.0	492	\$2 per pay	
	PSSU	757.5	2.0	379	\$156	
	ESP/STC	655	2.0	328	\$130	
	PECCS	99.7	0.5	199	0.40%	
26	T	603	3.0	201	0.20%	
	OT	71.5	0.1	715	0.20%	
	PSSP	46.7	?		0.20%	not merging Teacher and Support Staff units
27	T/OT	552.5	2.33	237	\$42 yr + .12%	merge T/OT with Instructors
	PSSP	46.9	?		\$130 yr	
	Instructors	13.7	0.5	27	\$44 yr	
28	T/OT	262.9	1.0	263	0.05%	
	ECE	55.2	?		No	
	Offc Mang	7.2	?		No	
29	T/OT	403.2	1.67	241	0.09%	
	PSSP					
30	PSAT	194.3	1.0	194	0.30%	
31	U.57 EA/OCT/PSSP/LunchRm	163.8	1.0	164	0.70%	
	U.60A OCT/EA/PSSP	375.8	1.05	358	0.30%	
	U.61 EA/ECE/OCTLuncRm	307.8	1.0	308	0.75%	
32	U.58 OCT/EA/PSSP	524.7	1.0	525	0.60%	
	U.64 OCT/EA/PSSP	666.2	1.0	666	0.05%	
33	U.59 CYW/EA/ECE/PSSP	428.7	1.0	429	No	

	U.65 EA/CYW/ECE	307.8	1.0	308	0.03%	
	U.66 OCT/ECE/CYW/PSSP	845.8	1.05	806	No	
34	Language Workshop	28.3	0		No	single site
	UTS	56	0.2	280	No	single site
	ILSC	83.6	0		No	single site
	RCM	93.7	?		?	single site
35	Brock	168.2	1.0	168	No	
	Algoma	76.4	0		No	single site and geography
	WLUSA	562	1.0	562	no	
	U of O	1267.3	2.0	634	No	
	Guelph	196.4	1.0	196	No	
	Saint-Paul U	55.1				single site and geography

Time Release Ratios and Local Levies						Appendix C
November 2019 - subject to errors and omissions)						
D	BU	FTE	Time Rel.	Ratio	Levy	NOTES
1	T	194.9	2.0	97	No	1 is appointed Federation officer and supports all units
	OT	50.2	0		No	
	ESS	172.2	0.6	287	No	
	PSSP	23.6	0		No	
	T-Moosonee	14.5	0		No	
	OT-Moosonee	2.7	0		No	
	ESS-Moose Factory	14.1	0		No	
	JBL-ESS Moosonee	11.8	0		No	
2	T	279.3	1.3	215	0.2%	1.0 Pres + 60 days for CN
	OT	58.1	0.15	387	0.2%	20 days year for BU work & 10 for Prov meetings - billed at daily rate
	ESS	413.4	1.1	376	0.27%	Pres + 20 days for CN = 1.1
	ECE	49.5	0		No	CA allows for up to 13 days - used for PC and other prov mtngs
	RCSSB - Noon Hour	14	0		No	
3	T	345.4	2.0	173	0.16%	
	OT	49.1	0		0.16%	
	PSSP	32.2	0		0.16%	
	SSSC	8	0		0.16%	
	ESSU	116.5	0		0.16%	

4	T/OT	323.1	1.9	170	\$254.80	Pres. 1; VP 0.5; VP 0.4 - \$9.80 per pay, including LTOs; 26 pays
	DECE/ESSP	234.5	1.0	235	No	EI rebate to unit - approx. \$12,000
5A	T	155.7	1.35	115	\$180 yr	Pres. 67; CN .67; treasurer maybe one day per yr
	OT	40.6	0.11		\$10 yr	
	ESP	132.1	0.2	661	\$50 yr	\$2.50 per biweekly pay for 10 months
	OCL	56.5	0.2	283	0.35%	
5B	T/OT	94.2	1.33	71	\$77	Pres 1.0, CN .33; LTO and daily \$.35 per day to max. \$7month
6A	T/OT	256.4	1.17	219	0.250%	
	LPS - SSP	201.5	1		0.3%	
	ECE	57.5	0.2	288	0.3%	
	TBCDSB SSP	222	1.0	222	0.4%	
6B	T/OT	97.8	1.0	98	\$160 yr	OT levy \$5 per semester
	ESS	125	0.8	156	\$5.00 pay	per pay
7	T	322.6	2.00	161	\$78 yr	1.0 Pres, VP .33, chief neg. 2/3; (Dist Treasurer also has 1/6 release)
	OT	64.3	0.15	429	0.025%	approx. 30 days per year
	PSSP	19.6	0		No	
	ESP	366	2.2	166	0.300%	1.0 Pres., 1.0 CN, Benefist Officer 0.2
	OPT	127.7	0.4	319	No	EI rebate to unit - approx \$9000
8	T/OT	428.5	2.0	214	0.08%	Elected president; appointed officer supports other units, as well
	PSSP	9	0		0.08%	
	ESS	515.4	1.5	344	No	1.0 President; 0.5 VP/Grievance Officer
9	T	785.9	3.0	262	0.133%	
	OT	157.5	0.5	315	0.70%	
	PSSP	39.5	0.2	198	0.50%	levy holiday from 2014 to 2017; 0.25% starting Sept. 2017
	ESS	705.3	3.0	235	0.167%	
	LESE	16.2	0		No	
	Con Ed Instructors	25.1	0		No	
10	T/OT	601.6	1.67	360	0.12%	1.0 Pres, .67 appointed officer

11	T	1557.5	5.0	312	0.12%	1.0 T Pres, 4 others not necessarily teachers & support all units
	OT	421.8	0.1	4218	0.12%	
	PSSP	159.8	0.1	1,598	0.12%	
	Con Ed Instructors	85.5	0.1	855	0.12%	
12	T	4891.5	10	489	0.10%	also a Dist PAC levy \$0.50 per pay
	OT	1089	1.5	726	\$0.50 day	also a Dist PAC levy \$0.50 per pay
	PSSP	901.9	2.0	451	0.30%	Dist PAC levy paid by unit - \$0.50 per pay per memb
13	T	1431.7	4.0	358	\$126.50 yr	\$5.75 per pay - 22 pays; (3 are District officers)
	OT	283.1	0		0.18%	days as needed; 0.15% is District Levy and 0.03% is for OTBU
	PSSP	95.4	?			
14	T	618.1	3.0	206	0.2%	reimbrs employer Cat 3. Step 0 + bnfits cost; Pres, VP & 1 appted
	OT	153.1	0.2	766	0.60%	
15	T/OT	427.8	2.0	214	\$136.50 yr	\$5.25 for 26 pays; Pres 1.0, Dist officer 1.0 assists PSSP unit
	PSSP	24.6	0		0.15%	
16	T/OT	2909.5	4.5	647	\$15 yr	
	PSSP	143.8	?			
	YCDSB PSSP	92.1	?			
17	T	995.4	3.0	332	0.13%	starting Sept 2018 - was .09%
	OT	213.7	0.1	2,137	No	
	Instructors	33.1	0		?	
	SMCDSB EA	501.6	2.0	251	\$66	Pres 1.0, VP 1.0, (another 40 days available for BU business)
	SMCDSB OCT	99.5	0.2	498	\$115	23 pays at \$5 for FT, PT \$4, supply \$3, Lnch hour \$1
	SMCDSB Maint	21	0		?	
18	T	729.3	3.66	199	35.35 yr	reduced from \$40.08
	OT	192.3	0.5	385	0.80%	
	PSSP	77.2	1	77	\$12.25 per pay	
	ESSP/ECE	677.8	3.0	226	\$10 per pay	

	OCT/TS	256.7	1.0	257	\$130 yr	\$5 per pay for 26 pays; casuals \$5 per pay
	ESS/WCDSB	179.6	1.0	179.6	0.50%	.5 pres and .5 VP
	WCDSB OCT	52.7	0		No	CA allows up to 25 days for pres and 15 days for other membs
19	T	2610.7	5.0	522	\$40 yr	nght+summr sch \$10 lvy; bd pays for 5 at cat 3 step 0
	OT	625.5	1	626	0.18%	President 1.0
	PSSP	192.9	0.5	386	\$40 yr	2.5 days week for Pres; reimburses to employer at half cost
20	T	1223	3.0	408	\$75	
	OT	332	0.75	443	0.60%	to a maximum of \$50 per yr
	PSSP	111.3	0.05	2,226	\$70 yr	10 days per year
	OCT	394.7	1.0	394.7	0.60%	a maximum of \$50 per year
21	T/OT	1172.6	3.0	391	.2%	
	PSSP	68.9	0.1	689	110 yr	.5 days per week
	OCT	358.2	1.0	358	110 yr	
	Instructors-ESL	31.2	0		50 yr	\$2.50 per pay - 20 pays; CA allows for 25 days per yr
	RC- PECW	54	0.1	540	100 yr	pres uses 20 days over/above PC; \$5 per pay for 20 pays
22	T	798.9	2.0	399	135.58 yr	
	OT	160.8	0.35	459	0.32%	0.32% also paid by Con Ed and Instructional Outreach
23	T	605	2.0	303	\$120 yr	
	OT	120	?		\$0.50 day	
	PSSP	51.1	0		No	CA allows 20 days - used for attendance PC & other Prov mtng
	CDSB ESS/ECE	272	0.8	340	\$25	
	CDSB Maint & Clnr	82.4	0.25	330	No	
24	T/OT	1450.6	3.0	484	0.05%	3 full time release officers
	PSSP	69.1	0.1	691	No	20 days per school year in CA
	ESS/STSWR	559.4	2.6	215	No	2 full time release officers plus 120 additional days per year in CA



	SMACA	71.6	0.15	477	No	30 days per year in CA
	CAMA	504.5	1	505	Yes (??)	
	AEICW	60.9	0.1	609	No	24 days per 12 month year in CA
25	T	1555.5	4.0	389	\$150	
	OT	336.5	1	337	0.30%	1 time release officer, paid as 0.66 LTO
	PSSP	93.4	0.2	467	\$312 yr	\$12 per pay at 26 pays
	SSP	1475.9	3.0	492	\$2 per pay	
	PSSU	757.5	2.0	379	\$156	
	ESP/STC	655	2.0	328	\$130	1% per pay to a maximum of \$5 per pay - 26 pays
	PECCS	99.7	0.5	199	0.40%	
26	T	603	3.0	201	0.20%	2 for TBU and one supports all units
	OT	71.5	0.1	715	0.20%	
	PSSP	46.7	?		0.20%	
27	T/OT	552.5	2.33	237	\$42 yr + .12%	T Pres. 1.0; T CN 0.5; T DO 1.0 supports all units; OT levy .32% gross
	PSSP	46.9	?		\$130 yr	\$5 per pay - 26 pays
	Instructors	13.7	0.5	27	\$44 yr	\$2 per pay - 22 pays (\$1 for part-timers); 0.5 TimeR District Off support
28	T/OT	226.9	1.0	227	0.05%	provides support for District and smaller units
	ECE	55.2	?		No	
	Offc Mang	7.2	?		No	
29	T/OT	403.2	1.67	241	0.09%	
30	PSAT	194.3	1.0	194	0.30%	also release days for Exec meetings
31	U.57 EA/OCT/PSSP/LunchRm	163.8	1.0	164	0.70%	CA allows for another 70 days for union business
	U.60A OCT/EA/PSSP	375.8	1.05	358	0.30%	
	U.61 EA/ECE/OCTLuncRm	307.8	1.0	308	0.75%	also another 90 days available from CA for union business
32	U.58 OCT/EA/PSSP	524.7	1.0	525	0.60%	
	U.64 OCT/EA/PSSP	666.2	1.0	666	0.05%	
33	U.59 CYW/EA/ECE/PSSP	428.7	1.0	429	No	EI rebate - approx. \$8,000; sometimes uses 4th day in a week

	U.65 EA/CYW/ECE	307.8	1.0	308	0.03%	
	U.66 OCT/ECE/CYW/PSSP	845.8	1.05	806	No	EI rebate - approx. \$26,000
34	Language Workshop	28.3	0		No	CA allows up to 25 days per yr for union business
	UTS	56	0.2	280	No	
	ILSC	83.6	0		No	occasional time release used
	RCM	93.7	?		?	
35	Brock	168.2	1.0	168	No	EI rebate - approx. \$10,700; reimburse at 70%; also 40 days
	Algoma	76.4	0		No	
	WLUSA	562	1.0	562	no	
	U of O	1267.3	2.0	634	No	only required to reimburse employer for 2
	Guelph	196.4	1.0	196	No	reimburse employer at 50%
	Saint-Paul U	55.1				

## Equity and District Rebate Funding

The columns of the chart illustrate the following:

Column 1 – the amount of funding generated for the district in 2018-19

Column 2 – the change in FTE from 18/19 to 19/20 used in funding master calculations

Column 3 – the amount of funding generated for the district in 2019-20

Column 4 – the dollar difference in funding received from 18-19 to 19-20

Column 5 – the percentage difference in funding received from 18-19 to 19-20

Column 6 – the fees received by all the bargaining units in the district in 2017-18 fiscal year

Column 7 – the 2019-20 funding master allocation as a percentage of fees received in 17-18

Column 8 – the FTE used for the district for the 2019-20 funding master calculations

Column 9 – the FTE for the District as a percentage of the total Provincial FTE

Column 10 – the 2019-20 funding master allocation for the District as a percentage of the total allocation for District Rebate funding

### Columns #9 and #10

As a measure of how the Funding Master redistributes funding, Columns #9 and #10 are instructive:

- Three districts (14, 18 and 34) receive the same percentage of total funding as their percentage of the total FTE (% of membership).
- Fifteen districts (9, 11, 12, 13, 16, 17, 19, 20, 21, 22, 24, 25, 32, 33, 35) receive less funding as a percentage of total funding than their percentage of the total FTE. These districts tend to be larger urban districts (except 22, 32, 33 and 35), or districts with a larger total FTE and a lesser number of bargaining units. The smallest FTE in the grouping being D22 with 959.7 FTE.
- Nineteen districts (1 to 8, 10, 15, 23, 26 to 31) receive more funding as a percentage than their percentage of the total FTE (these tend to be rural districts with a larger number of bargaining units).

### Column #7

Eight districts (10, 11, 12, 13, 14, 16, 19, 22) receive funding that is less than 25% of the fee income that they generated (the lowest two being Districts 16 and 19 with 21.0% and 20.5% respectively) – these eight tend to be the larger urban districts, or districts with fewer bargaining units than many other districts.

Seven districts (1, 2, 5A, 5B, 6B, 30, 31) receive funding that is more than 50% of the fee income that they generated - these tend to be smaller FTE rural districts with a # of bargaining units (except PSAT - one unit but geographically dispersed).

AMPA motions related to MAC 203 P&P subgroup

**BIRT Article 1.1 be amended by deletion of “and Procedures” - Withdrawn**

**BIRT Bylaw 6.1 be amended by the addition of a new subsection that reads:**

There shall be a Judicial Council consisting of 10 members appointed by the Provincial Executive for 5-year terms - **Withdrawn**

**BIRT Bylaw 6.2 be deleted - Withdrawn**

**BIRT Bylaw 6.3 be deleted - Withdrawn**

**BIRT Bylaw 12 be amended by the addition of a new section that reads: - Withdrawn**

Bylaw 12.X Standing Committees

12.X.X Comite des services en language francaise (CSLF)

12.x.x.1 Membership

12.x.x.1.1 The CSLF shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The Educational Services Committee shall have up to 12 members appointed by the PC

12.x.x.1.2 Provincial Executive and Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.3 Staff liaisons shall be as determined by the General Secretary

12.x.x.2 Mandate

12.x.x.2.1 the CSLF shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all French language services matters as per the Provincial Council Procedures

12.X.X Communications and Political Action Committee (CPAC)

12.x.x.1 Membership

12.x.x.1.1 The CPAC shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The Educational Services Committee shall have up to 25 members appointed by the PC

12.x.x.1.2 Provincial Executive and Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.3 Staff liaisons shall be as determined by the General Secretary

12.x.x.2 Mandate

12.x.x.2.1 the CPAC shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all communications and political action matters as per the Provincial Council Procedures

12.X.X Educational Services Committee

12.x.x.1 Membership

12.x.x.1.1 The Educational Services Committee shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The Educational Services Committee shall have up to 16 members appointed by the PC

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

#### 12.x.x.2 Mandate

12.x.x.2.1 the Educational Services Committee shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all educational services matters as per the Provincial Council Procedures

#### 12.X.X Finance Committee

##### 12.x.x.1 Membership

12.x.x.1.1 The Finance Committee shall be funded based on 9 meetings per Federation Year

12.x.x.1.2 The Finance Committee shall have up to 10 members appointed by the PC

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

##### 12.x.x.2 Mandate

12.x.x.2.1 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

#### 12.X.X Health and Safety/Workplace Safety Insurance Act Committee

##### 12.x.x.1 Membership

12.x.x.1.1 The HS/WSIAC shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The HS/WSIAC shall have up to 14 members appointed by the PC

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

##### 12.x.x.2 Mandate

12.x.x.2.1 the HS/WSIAC shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all health and safety and Workplace Safety Insurance Act matters as per the Provincial Council Procedures

#### 12.X.X Human Rights Committee

##### 12.x.x.1 Membership

12.x.x.1.1 The HRC shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The HRC shall have up to 12 members appointed by the PC

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

##### 12.x.x.2 Mandate

12.x.x.2.1 the HRC shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all human rights matters as per the Provincial Council Procedures

#### 12.X.X Protective Services Committee

##### 12.x.x.1 Membership

12.x.x.1.1 The PSC shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The PSC shall consist of up to 34 as follows:

12.x.x.1.2.1 up to 9 members with threshold experience, appointed by the Provincial Council;

12.x.x.1.2.2 20 members appointed by the Provincial Executive as follows:

12.x.x.1.2.2.1 10 designated Support Staff members and 10 designated T/OT members who shall form the basis of the Central Bargaining Advisory Work Group;

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

12.x.x.5 Mandate

12.x.x.2.1 the PSC shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all protective services matters as per the Provincial Council Procedures

12.X.X Status of Women Committee

12.x.x.1 Membership

12.x.x.1.1 The SWC shall be funded based on 7 meetings per Federation Year

12.x.x.1.2 The SWC shall have up to 12 members appointed by the PC

12.x.x.1.3 Provincial Executive liaisons shall be as determined by the Provincial Executive

12.x.x.1.4 Provincial Council liaisons shall be as determined by Provincial Council

12.x.x.1.5 Staff liaisons shall be as determined by the General Secretary

12.x.x.2 Mandate

12.x.x.2.1 the SWC shall maintain terms of reference, provide reports on its activities and advise other bodies of OSSTF regarding all status of women matters as per the Provincial Council Procedures

**BIRT Bylaw 13.2.3 be deleted. - Withdrawn**

**BIRT Bylaw 13.2 be amended by the addition of a new subsection that reads: - Withdrawn**

13.2.x 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;

**BIRT Bylaw 13.2 be amended by the addition of a new subsection that reads: - Withdrawn**

13.2.x Nominations for elected positions at AMPA shall be as per "Appendix A Nominations as per Bylaw 13.2"

[n.b. Appendix A will be old Procedure 2.1]

**BIRT Bylaw 13.3.1 be amended by substitution to read: - Withdrawn**

Campaigns for elected positions outlined in Bylaw 13.1.1 shall be conducted in accordance with Campaign Regulations found in "Appendix B Campaign Regulations as per Bylaw 13.3.1" and the Campaign Guidelines and Procedures as approved by Provincial Council.

[n.b. Appendix B will be old Procedure 3]

**BIRT Bylaw 13.4 be amended by substitution to read: - Withdrawn**

13.4.1 Elections of positions outlined in Bylaw 13.1.1 shall be by ballot, by those qualified to vote, present and voting;

13.4.2 Balloting procedures shall be as per "Appendix C Balloting as per Bylaw 13.4"

[n.b. Appendix C will be old Procedure 2.2]

**BIRT Bylaw 13.5 be amended by substitution to read: - Withdrawn**

Vacancies in elected positions outlined in Bylaw 13.1.1 shall be filled in accordance with Appendix D.

[n.b. Appendix D will be old Procedure 2.3]

**BIRT Bylaw 16.1.7 be amended by the addition of a new subsection that reads: -  
Withdrawn**

The General Secretary, or designate, shall communicate, yearly, to all District and Bargaining Unit Executives, the procedure for Districts in Difficulty

**BIRT Bylaw 16.1.7 be amended by the addition of a new subsection that reads: -  
Withdrawn**

The General Secretary, or designate, shall report to each regularly scheduled Provincial Council meeting, investigations, decisions and status of all Trusteeship matters

**BIRT Bylaw 20.2 be amended by the addition of a new subsection that reads: - Withdrawn**  
20.2.x Any resolution with a cost estimate submitted to AMPA must be referred to the Finance Committee before presentation to AMPA.

**BIRT Internal Policy 1 be amended by the addition of a new section to read: - Withdrawn**  
1.x There shall be provision for dealing with disputes affecting the professional relationships between Members

**BIRT Procedure 1 be deleted. - Withdrawn**

**BIRT Procedure 2 be deleted. - Withdrawn**

**BIRT Procedure 3 be deleted. - Withdrawn**

**BIRT Procedure 4 be deleted. - Withdrawn**

**BIRT Procedure 5 be deleted. - Withdrawn**

**BIRT Procedure 6 be deleted. - Withdrawn**

**BIRT Procedure 7 be deleted. - Withdrawn**

**BIRT Procedure 8 be deleted. - Withdrawn**

**BIRT Procedure 9 be deleted. - Withdrawn**

**BIRT Procedure 10 be deleted. - Withdrawn**

**BIRT Procedure 11 be deleted. - Withdrawn**

**BIRT Procedure 12 be deleted. – Withdrawn**

**MAC 218-19**  
**Addressing Corporate**  
**Intrusion in Public**  
**Education Task Force**  
**Report to the**  
**2021 Annual Meeting**  
**of the Provincial Assembly**



## **AMPA REPORT – MAC 218-19 – Addressing Corporate Intrusion in Public Education Task Force**

### **The Task Force, Its Scope and Mandate**

The Task Force was created in 2019 to review and assess the preliminary work of the AMPA 2018 *Addressing Corporate Intrusion into Public Education Work Group*. In its first year, the focus was on ways to mobilize existing OSSTF/FEESO structures and resources to continue the mandate of the Work Group. This mandate can be found in Appendix 1.

The Task Force has two (2) representatives from each of the following Provincial Committees:

Protective Services Committee (PSC) – (interim) John Mazara (D.15);  
Educational Services (ESC) – Nicole Clark (D.18), Pamela Linklater (D.26); and  
Communications/Political Action (CPAC) – Larry Farquharson (D.11), Donna Beischlag (D.17).

Provincial Executive members on the Task Force this year are Earl Burt and Malini Leahy. Provincial Office staff are also assigned to support the work of the Task Force.

This is the second report to AMPA with the final report to be presented in 2023. In addition to the original mandate, the Task Force is focusing on e-learning as the current threat of privatization to public education. The focus on e-learning is in response to the Government's push in the last round of bargaining to make e-learning mandatory for all secondary school students. The Government has since announced that it wants TVO/TFO to consolidate the delivery of all e-learning courses in the province. This announcement came in the fall of 2020, well after bargaining ended and while students were engaged in remote learning due to the pandemic.

OSSTF/FEESO recognizes that threats to public education will be on-going. Committee representatives on the Task Force asked their respective committees to develop plans to address corporate intrusion in public education. The summary of plans and initial progress to date are outlined below.

### **Protective Services Committee (PSC)**

An internal PSC Corporate Intrusion Work Group was created in 2020 with the following members: John Wells (D.2), John Bernans (D.11), Kelly Morin-Currie (D.23), and Tom Golightly (D.20).

The mandate of this work group is to look at ways to address issues and concerns of corporate intrusion and privatization in education by developing resources for the protection of our public education system, identifying potential bargaining issues, and making recommendations.

In order to address this mandate, the work group's scope is to:

- Focus on use of technology as a tool or platform and identifying issues such as privacy, surveillance, and use and ownership of data.
- Focus on outsourcing of member jobs by having credits/services delivered electronically through private corporations/companies.

The PSC work group's objectives are to:

1. Investigate the potential impacts on public school funding and the funding model;
2. Develop model language addressing corporate intrusion and privatization; and
3. Suggest appropriate modifications to the Negotiating Priorities.

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

Providing our members with information on the threats of privatization and corporate intrusion and influence is very important. As a start, ESC produced an information postcard (see Educational Services Committee Report in AMPA 2021 Volume 3) for members that identifies some key points that they should know about the Pearson report, why it is important, and where they can get additional information.

ESC continues to monitor publications, trending information, and news for items that are of importance to our members with respect to Corporate Intrusion. We are working with the different groups on the Task Force to identify items for future projects that would be of importance or interest to our members.

### **Communications/Political Action Committee (CPAC)**

Communication and lobbying will be crucial if we are to protect public education. CPAC has developed a draft *Frequently Asked Questions* circular for distribution to members (see Appendix 2). On-going discussions for other communications and lobbying materials are in progress within the greater scope of developing an education platform in preparation of the 2022 Provincial Election. These discussions did yield the following Policy Motion that CPAC is putting forward to AMPA 2021:

*BIRT it is the policy of OSSTF that publicly-funded school boards in Ontario should not outsource e-Learning to private and/or business organizations.*

with the rationale that any delivery of online learning courses for credits must stay in the public sphere and not be turned over to private, for-profit companies.

CPAC is preparing to include the content of the two special meetings/consultations held this past January and February in OSSTF/FEESO's education platform. At the writing of this report, it is very likely that aspects of the Ford government's plans to expand privatization in public education and assessment were items discussed at these meetings.

### **Update on Other Work Group Initiatives**

OSSTF/FEESO has an internal staff work group working on the TVO expansion into e-learning that was announced in the fall of 2020. The work group includes staff from Protective Services, in-house legal, and Educational Services. This work group is working on joint analyses and responses in conjunction with OTF work groups, which include representatives from all four affiliates.

With expansion of online learning comes an expansion and move to on-line assessment and evaluation. EQAO is pushing ahead with their plans for online standardized testing. Pilot tests of the Ontario Secondary School Literacy Test (OSSLT) and the Grade 9 Mathematics Assessment were and are being held in 2020-21. The OTF Assessment Work Group and all of

the affiliate members that sit on the EQAO Advisory Committee are active in preparing joint responses to these expansion plans by EQAO.

### **Conclusion**

The pandemic has not curtailed the efforts of the Ford Government from moving ahead with plans for increased privatization in, and diminishment of, public education. OSSTF/FEESO continues to put resources into addressing the threats to public education by this and any future government.

## **APPENDIX 1 – Addressing Corporate Intrusion in Public Education Task Force Mandate**

Three of the mandates of the AMPA 2018 Addressing Corporate Intrusion into Public Education Work Group were carried forward to the MAC 218-19 Task Force. The Task Force is to focus on ways to mobilize existing OSSTF/FEESO structures and resources to continue the mandate as defined in items 4, 5, and 6 of the originating Work Group motion:

4. determine ways to raise awareness by the members of OSSTF/FEESO on the issue of corporate intrusions in education, especially through the use of technology;
5. the development of a plan for the protection of the public education system, our members, and our students from commercialization and corporatization in education;  
and
6. the identification of potential related bargaining issues and their referral to the Provincial Collective Bargaining Committee.

**MAC 202-20  
Ad-Hoc Work Group  
to Review  
Equity Mentorship Program  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## Report from the Ad Hoc Work Group to Review Equity Mentorship Program [MAC 202-20]

The MAC 202-20 Ad Hoc Work Group was tasked by AMPA 2020 to review the Equity Mentorship initiative and provide a report to AMPA 2021. The Members of the Ad Hoc Work Group were:

Jen Hare, TBU D17  
Richardo Harvey, PSSP D12  
Nicole McLister, PSSP D11  
Shannon Smith, TBU D22  
Irene Taylor, ESS D9  
Michelle Teixeira, TBU D12  
Jennifer Speiran, TBU D16  
Karen Littlewood, Provincial Executive Liaison  
Rosemary Judd-Archer, Secretariat  
Jenny Chen, Secretariat

The following is a report that provides a description of the pilot program, review, and recommendations.

### Introduction

In 2015, OSSTF/FEESO conducted a Member Participation Survey regarding to barriers to participation. Survey results identified that the further an OSSTF/FEESO leadership role is from the worksite, the less likely members from an equity-seeking group would fill those roles. The survey also found that 70% of our members self-identified as women, racialized persons, First Nations, Metis, Inuit persons (FNMI), LGBTQ2SI persons or persons with a disability. Of those, 13% also identified as belonging to more than one group. In light of these findings, a formal mentorship program for members of equity-seeking groups was recommended as a positive development to making our Federation more inclusive. Addressing barriers to leadership opportunities was determined to be a necessary initiative for OSSTF/FEESO as we worked to create a union that represents the make-up of our membership. It was determined that barriers to leadership can be systemic or attitudinal. Making this long-term investment in our equity-seeking members through leadership development has been an important and essential step for our union. We have always dedicated a great deal of resources to increase member engagement in OSSTF/FEESO. It is important to ensure that the insights and lived experiences of members of equity-seeking groups are included.

In 2016, delegates at the Annual Meeting of the Provincial Assembly (AMPA) approved the development of a formal, intensive mentorship program for members from equity-seeking groups and to identify resources that were needed to promote engagement and the presentation of a [report](#) with recommendations to AMPA 2017. A budget of \$125,000 was allocated to support the entire 3-year pilot project. This three-year pilot program supported members of equity seeking groups (i.e. women members, racialized members, members with a disability, LGBTQ2SI members, First Nations, Métis, Inuit (FNMI) members, as well as francophone members) who were interested in further developing their leadership involvement in the Federation. Due to the many challenges associated with a lengthy central agreement negotiation with the provincial government and then followed by the COVID-19 pandemic, AMPA 2020 approved an extension for the Equity Mentorship pilot program by an additional year. The budget allocation for the four years is as outlined in the chart below.

<b>2017-2018</b>	8 Mentors	\$ 16,000.00
	Resources & promotion	\$ 5,000.00
	<b>Total Year 1</b>	<b>\$ 21,000.00</b>
<b>2018-2019</b>	8 Mentors	\$ 16,000.00
	15 Mentees	\$ 28,000.00
	Resources	\$ 8,000.00
	<b>Total Year 2</b>	<b>\$ 52,000.00</b>
<b>2019-2020</b>	8 Mentors	\$ 16,000.00
	15 Mentees	\$ 28,000.00
	Resources	\$ 8,000.00
	<b>Total Year 3</b>	<b>\$ 52,000.00</b>
<b>2020-2021</b>	8 Mentors	\$ 16,000.00
	15 Mentees	\$ 28,000.00
	Resources	\$ 8,000.00
	<b>Total Year 4</b>	<b>\$ 52,000.00</b>
<b>Total Budget for pilot program</b>		<b>\$177,000</b>

## Pilot program

### 2017-2018

Mentor application\*, selection\* and mentor training

- Application process and approval for Level 1 mentee candidates
- Content/curriculum development with Mentors

The major focus in the year's work was the launch of the inaugural OSSTF/FEESO Equity Mentorship Program. Fifteen members, representative of self-identified equity seeking groups, were selected based on an application process. Over the course of the pilot program, four participants left the program due to a variety of reasons.

Candidates of this program worked with a pool of resource mentors to gain:

- networking opportunities
- the ability to develop an action plan for leadership
- tips for goal setting
- tips for skills building
- access to OSSTF/FEESO leaders and staff
- the ability to adapt to leadership challenges

In the 2020-2021 Federation year, the following members remained in the program as mentees:

- Sherry-Ann Bowen-Gordon PSSP D16
- Deborah Buchanan-Walford TBU D12
- Angelique Cimankinda Kanku Unit 66 D33
- Christine Goudreau Unit 61 D31
- Jen Hare TBU D17
- Richardo Harvey PSSP D12
- Cheryl Lampkin ESSP/ECE D18
- Nicole McLister PSSP D11
- Carol Pinnock TBU D24
- Matthew Schroeder TBU D24
- Jennifer Speiran T/OT D16

- Solange Scott PSSP D12

The mentors who have remained in the program are:

- Blair Vowles TBU D16
- Danica Izzard TBU D12
- Irene Taylor ESS D9
- Michelle Teixeira TBU D12
- Shannon Smith T/OT D22
- Susan Rab OTBU D25

## **2018-2019**

### **First meeting at Provincial Office**

At the inaugural meeting of the Equity Mentorship Program, staff and mentors conducted orientation for mentees by providing:

- an overview of the mentorship program
- tour of provincial office
- Introduction to organizational structure and leadership pathway options

Mentors took the lead with program curriculum in small group guided discussions based on the following curriculum documents: i) Roles and Responsibilities of Mentors and Mentees, ii) The Initial Mentoring Meeting, iii) Planning the Mentoring Relationship Worksheet, as well as iv) Mentee Leadership Plan for Success. As well, mentors and mentees had an opportunity to spend an hour with the four Directors. In addition to learning about the services provided by each department, there was also an opportunity to hear about their individual journeys and pathways to provincial office.

### **Second meeting with Provincial Committees/Councils**

The second meeting offered mentees the opportunity to visit one of our Provincial Standing Committees. The Communications and Political Action Committee, the Educational Services Committee, and the Protective Services Committee all welcomed mentors and mentees and offered a glimpse of the leadership opportunities involvement in these groups can offer.

In between meetings, mentors and mentees continued to connect with each other via telephone/video conference calls so that mentors can offer enrichment support and tutorials that are based on the mentees' individual skills and interests. In addition, local leadership connections were discussed to support the mentees to increase their involvement in their District and Bargaining Unit. As well, staff from provincial office facilitated training with two workshops – Managing Conflict, Meeting Expectations: All in Favour? – that were tailored for the mentorship program.

### **Third meeting at April Provincial Council**

- Thursday evening orientation - Sector Councils and PC
- Review procedure
- Review agenda, reports etc.
- Attend PC on Friday morning
- Lunch with mentees and provincial councillors



## **2019-2020**

### **First meeting at Summer Leadership in August**

- Orientation of Level 2 program conducted by mentors and staff
- Mentees developed personal leadership profile and plan with assistance from their mentor
- Attended selected leadership workshops

### **Second meeting at AMPA in March**

- Mentees reviewed personal leadership profile and plan
- Guest status at AMPA
- Pre-AMPA conference call
- AMPA Orientation – volumes, procedures, cards, motions
- Attended equity caucuses
- Continued mentee training from last meeting

### **Third meeting at Provincial Office in May**

- Mentees reviewed personal leadership profile and plan

### **Review of the Equity Mentorship Pilot Program 2017-2021**

As a first of its kind, the OSSTF/FEESO Equity Mentorship Program provided opportunities for members belonging to marginalized groups to increase their participation within Federation. There are a number of compelling examples in the various ways this group of mentees progressed in their individual journey to increase their leadership roles, both at the local and provincial level within the union. Examples of these successes include running for bargaining unit executive positions, appointments to provincial committees/councils/work groups, AMPA news team, and writing for the OSSTF/FEESO Education Forum magazine.

Members of this mentorship program believe that this type of program is necessary. By increasing access and breaking down some of the systemic barriers to participation for those groups that have been historically marginalized, OSSTF/FEESO can aspire to having Members from marginalized groups take on leadership roles at all levels of Federation.

Yet, in retrospect, the Equity Mentorship Program was found to be far from perfect. Overall, the scope of the program was ambitious. First, the program needed to have a narrower focus to allow applicants the ability to connect their own personal goals and aspirations to the program. Second, this program is not meant to be an introduction to OSSTF/FEESO. Third, the union, through this program did not have an identifiable strategy to increase representation of marginalized groups in leadership roles.

To improve the program, the mentees and mentors brainstormed the following suggestions:

- Increase time available for mentees and mentors
- Time available for mentors at the beginning of the program to know their role
- Training for the mentors about mentoring; provides an added value who apply to be mentors
- Clear expectations set up for mentees/mentors (e.g. what happens when someone can't attend a meeting)
- Front load mentee/mentor time to build relationship; bigger chunk of time at the beginning of the program
- Mentees should be selected before mentors are selected

- Facilitated discussions re: barriers to participation to leadership roles in the union; what actions can we take? What solutions are available?
- Be purposeful about the Equity Mentorship Program; actively identify the issues and address the systemic barriers
- Connecting mentors/mentees take time; when meeting, having 1.5 days or 2 days allows for time and space to form connections
- 3-5 phone/video individual sessions; allow for flexibility
- “share the wealth”; having small breakouts so that you have access to more mentors and their areas of expertise
- Have a menu of options available to mentees when attending leadership opportunities; not everyone needs to attend the same event
- Variety of communication formats: phone conversations, telephone town halls, virtual meetings
- Mentees want to know more about OSSTF/FEESO opportunities
- How could we have pathways from one mentor to another (e.g. primary pairing and secondary pairing)
- Build a program that is responsive to the needs of the mentees
- Have a “pool of mentors”; may not be assigned to a mentee right away
- Have regular check in with staff assigned to the program
- When attending events, provide more structure to have contact between mentors/mentees or with staff; avoid attaching a formal group meeting to an event
- Provide more time and space for conversations to occur between mentee/mentors
- Advertise the program widely; whose voices are missing? How can we increase representation?
- Provide option to build local leadership connection; could be with another district
- How do we keep the program “front of mind” within Federation and not let it be tokenism (e.g. provide structured roles to lead an equity caucus meeting)
- Provide regular updates about the program at Provincial Council, committees, PE reports to districts and bargaining units, Update, Education Forum, social media
- Cannot simply become photo opportunities for the union
- Attending leadership opportunities should not be too early in the program; could happen in the second year
- Attending events is important; push to the second year so that we are more intentional about the conversation between mentor and mentee; to include any other parties involved (e.g. the Speaker at Provincial Council)
- Allow flexibility when attending events
- “your goals are your own”; not place limits on what the goals might be

### **Recommendation for the Equity Mentorship Program 2021-2024**

Upon review, the MAC 202-20 Ad Hoc Work Group recommends that the Equity Mentorship Program continue with a two-year structure. Ideally, funding for this program would be allocated to have twelve mentees and six mentors.

### **Timelines & Budget**

#### **2021**

- Work group made up of current mentors/mentees to work with staff to create the course content for the next group – **early spring**
- Advertising and Promotion – **mid spring**
- Selection of mentees – **mid spring**

- Advertising and promotion (mentors) – **June**
- Selection of mentors – **early fall**

**Year 1 (2021-2022)**

Leadership coaching course for mentors – 2 days	6 mentors @ \$635 x 2	\$7,620
3 days of course work for mentees with mentors	6 mentors @ \$635 x 3	\$11,430
	12 mentees @ \$635 x 3	\$22,860
3 days of mentee/mentor sessions	6 @ \$635 x 3	\$11,430
	12 mentees @ \$635 x 3	\$22,860
Resources	18 @ \$500	\$9,000
Total budget for Year 1		<b>\$85,200</b>

**Year 2 (2022-2023)**

2 days of course work for mentees/mentors	6 mentors @ \$635 x 2	\$7,620
	12 mentees @ \$635 x 2	\$15,240
3 days of mentee/mentor sessions	6 mentors @ \$635 x 3	\$11,430
	12 mentees @ \$635 x 3	\$22,860
2 funded leadership opportunities (e.g. conference, committee/council meeting, Provincial Council, Leadership conference, AMPA)	6 @ \$975 x 2	\$11,700
	12 @ \$635 x 2	\$15,240
Resources	18 @ \$500	\$9,000
Total budget for Year 2		<b>\$93,090</b>

**RECOMMENDATION:**

**THAT** the Provincial Executive submit the following motions to AMPA 2021:

1. **BIRT** AMPA 2021 endorse the Report from the Ad Hoc Work Group to Review Equity Mentorship Program [MAC 202-20].

Rationale: Refer to the report

2. **BIRT** the Equity Mentorship Program be funded \$85,200 for the 2021-2022 Federation year for the first year of the program.

Rationale: Refer to the report

PE#117/2020-21-Appendix A

**New Member Engagement  
Advisory Work Group  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## Report of the New Member Engagement Advisory Work Group

The New Member Engagement Advisory Work Group, as per Bylaw 12.6.11.2.1, advises the Provincial Executive on any matters related to new member engagement and such other matters as may be referred to it by the Provincial Executive.

This work group is comprised of up to 8 people who have been active members of OSSTF/FEESO for eight years or less, and who have been appointed by the Provincial Executive. The work group meets up to three times per year. These are two year terms and the current group, appointed fall 2020, consists of 2 support staff and 5 teachers.

The New Member Engagement Advisory Work Group monitors the “AskOSSTF / DemandeFEESO” section of the website, which consists of a “landing page” and five Related Link pages: <http://www.osstf.on.ca/en-CA/askosstf.aspx>. Each Related Link page consists of a variety of “frequently asked questions” within that category. The work group provides ongoing input to content for this section of the website in order to keep the content relevant and practical.

As the scheduled spring 2020 conference could not take place, the work group, with assistance from staff, is hoping to host some online sessions for new members in the spring of 2021.

Members of the work group are:

Ian Bain (D4, TBU)  
Laura Cipolla (D16, TBU)  
Elizabeth Coats (D20, OCTU)  
Danny Gray (D4, TBU)  
Grace Liu (D12, OTBU)  
Carly Webb (D14, OTBU)  
Nicole Wells (D9, ESS)

Martha Hradowy – PE Liaison  
Rosemary Judd-Archer – Staff

**OMERS**  
**Advisory Work Group**  
**Report to the**  
**2021 Annual Meeting**  
**of the Provincial Assembly**

## Report of the Chairperson of the OMERS Advisory Work Group

The OMERS Advisory Work Group was established in 2002 to advise the Provincial Executive on any matters related to the Ontario Municipal Employees' Retirement System (OMERS), or any such matters referred to it by the Provincial Executive.

The OMERS Advisory Work Group includes the following members:

- Vicki Buder, District 24, Waterloo
- Kate Davidson, District 18, Peel
- Penny Huettlin, District 7, Bluewater
- Angèle Lacroix, District 32 Unit 64, Centre-Sud-Ouest de l'Ontario
- Randal O'Keefe, District 24, Waterloo
- Samantha Wilson, District 21, Hamilton-Wentworth
- Paul Caccamo, Vice President, OSSTF/FEESO, Provincial Office
- Brad Bennett, General Secretary, OSST/FEESO, Provincial Office
- Lamia Sabbagh, Secretariat, OSSTF/FEESO, Provincial Office

The work group meets on an ad hoc basis to address issues and provide advice to the Provincial Executive regarding the OMERS plan. The group typically meets following the OMERS Spring Information Meeting.

The opportunity for the Advisory Work Group members to meet directly with the OMERS board members and senior staff has proven extremely valuable. Through this process, the Advisory Work Group members have been able to convey to the decision-makers how administrative and policy directions at OMERS affect the members in the field day to day.

The work group continues to provide highly useful advice to the Provincial Executive regarding the information members and local leaders need to ensure that members of OSSTF/FEESO, who are OMERS members or potential members, are able to participate fully in the OMERS pension plan.



**Pensions Officer  
Report to the  
2021 Annual Meeting  
of the Provincial Assembly**

## **Pensions Officer Report**

Pensions and retirement security continue to be a focus for both our membership and all Canadians. Defined Benefit Pensions are the best option for ensuring a life of dignity and financial independence in retirement. With employers in the university sector and our partners in both the Ontario Municipal Employees' Retirement System (OMERS) and Ontario Teachers' Pension Plan (OTPP), OSSTF/FEESO continues to address challenges confronting the funding status of all members' pension plans. OSSTF/FEESO participates in these discussions through representation on Pension Committees with the Ontario Teachers' Federation (co-sponsor with the Ontario Government), the Ontario Federation of Labour, Canadian Labour Congress, the newly minted University Pensions Project (UPP), and our current specific University Pension Plans. We also have a seat on both the OMERS Administrative Corporation (OAC) and the OMERS Sponsors' Corporation (SC). Our members have a voice in their pension matters through these representatives.

### **University Pensions**

The University Pension Plan (UPP) received final approval by the Superintendent of the provincial Financial Services Regulatory Authority (FSRA) in late November 2020 to establish the UPP as a Jointly Sponsored Pension Plan (JSPP). The anticipated date of transfer of assets and accrual of credited service under the UPP is July 1, 2021.

The Provincial Government amended a regulation under the Pensions Benefits Act to formally exempt the UPP from solvency funding requirements in a similar manner to most broader public sector JSPPs such as OMERS, OTPP, OPTrust, and HOOPP. This change will now require the UPP to only submit valuations on a going concern basis and will most likely reduce costs for both plan members and employers in the short and long term.

The UPP Board of Trustees, chaired by Gale Rubenstein, announced on July 21, 2020 that Barbara Zvan will be the inaugural President and Chief Executive Officer of the UPP. Trained as an actuary, Barbara Zvan joined the OTPP in 1995 as an assistant portfolio manager. As Chief Investment Risk Officer, she supported the Plan Sponsors in plan design decisions and the Board in determining the appropriate investment benchmarks and risk appetite. She crafted OTPP's responsible investing and climate change strategy and directed the organization's enterprise and operational risk management approach. Her decades of experience at the OTPP will serve the UPP very well.

On January 21, 2021, Barbara Zvan announced the appointment of Henry Kim as the Chief Financial Officer (CFO) of the UPP. He is the first member of the Leadership Team and he will be responsible for the Corporate and Investment Finance functions of the UPP. Henry Kim will bring his more than 20 years of experience from the pension (CPPIB) and institutional asset management industries to create the necessary infrastructure to facilitate a smooth, measured transition of responsibility from the current plan administrators at the three founding universities – Queen's University, the University of Guelph and the University of Toronto – to the UPP over time. He will also contribute to key decisions related to strategic initiatives, operational processes, and organizational culture.

On January 21, 2021, the UPP Joint Sponsors were pleased to announce that Trent University and the Joint Sponsors had reached agreement, in principle, that the Contributory Pension Plan for Trent University Faculty Association (TUFA) members will be converted to the University Pension Plan (UPP) effective January 1, 2022. The conversion is conditional upon member

consent, as was done for the OSSTF-TARA Bargaining Unit and all other plan members at the University of Guelph, University of Toronto and Queen's University in June 2019. Trent University and TUFA will be working closely with the UPP Joint Sponsors, the UPP Board of Trustees, and FSRA, over the next year to complete all of the regulatory and other work that is required to meet the timelines for conversion.

The UPP will be open to all other Ontario Universities to voluntarily join and it will be up to individual unions, on each campus, to negotiate their entry into the UPP. Once a tentative agreement is ratified by the membership and the University, the parties will go through the PBA regulated consent process and, if successful, request entry into the plan from the UPP Sponsors. OSSTF will continue to work with local bargaining units in *D35 - Universities* to assess what are the pros and cons of moving from their current pension plan to the UPP and to facilitate the education of OSSTF members, other unionized employee groups, and University employers about the UPP wherever OSSTF has members in the sector.

## **OMERS**

The COVID-19 pandemic has meaningfully impacted the global economy, the investment environment and pension landscape. OMERS 2025 Strategy was set with the long-term in mind and continues to reflect the appropriate priorities for the organization.

Within this context, OMERS management continues to assess the impact of COVID-19 on each initiative set out in the Strategy. Key themes that are being considered include the potential for more regulation, taxes and debt, strained budgets, rising geopolitical tensions, reversal of globalization, unequal sector and country impacts, changing habits and technology proliferation and more scrutiny on collective social responsibility.

Following the 2020 Plan Review process, on June 24, the OMERS Sponsors Corporation Board (SC Board) approved five amendments to the OMERS Primary Pension Plan. The following is a summary of the changes:

1. Extending leave purchase deadlines - Extends the deadline to complete a leave purchase by one year for members who return from a leave of absence in 2020 or 2021. This change has now been implemented.
2. Reducing or eliminating the 36-month employment requirement for purchases of periods of reduced pay - Reduces or eliminates the 36-month employment requirement for purchases of periods of reduced pay, subject to changes to the Income Tax Regulations. This change has now been implemented.
3. Permitting temporary layoffs as purchasable service - Allows members to purchase credited service for periods of absence due to temporary layoff that were initiated in 2020 or 2021. This change has now been implemented.

4. Non-full-time expansion - Removes the current eligibility requirement for non-full-time employees to join the Plan so that all non-full-time employees may elect to join the Plan at any time. This change is effective January 1, 2023, which means that, until then, the current eligibility requirement continues to apply.
5. Shared Risk Indexing - Provides the option for the SC Board, based on its annual assessment of the Plan's health and viability, to reduce future inflation increases on benefits earned after December 31, 2022. This change is effective January 1, 2023 and does not affect benefits earned before that date.

The first three amendments, which were introduced to support members and employers through COVID-19, have been fully implemented as described above. Further communication with respect to the administration of the final two amendments, which are not effective until January 1, 2023, will be developed over the coming months, well in advance of the implementation date.

On August 20, the SC Board announced the unanimous election of Frank Ramagnano and Barry Brown as the Board's Chair and Vice-Chair, respectively, for a two-year term effective January 1, 2021. The unanimous decision comes after thoughtful study by the SC to replace its legacy Co-Chair approach to Board leadership with a Chair and Vice-Chair arrangement.

Pierre Côté is the new SC Executive Director, Strategy, Stakeholder Relations and Communications. Pierre's initial focus will be on providing strategic advice on topics including stakeholder relations, communications and long-term planning.

The inflation adjustment for OMERS pensioners, as of January 1, 2020, was 0.94%.

## **OTPP**

On January 1, 2020 Jo Taylor succeeded Ron Mock as President and Chief Effective Officer of Ontario Teachers' Pension Plan.

On January 1, 2020, OTPP had a preliminary surplus of \$6.1 billion resulting in the plan being 103% funded, the seventh consecutive year that the plan is fully funded. Inflation protection available through the expanded Conditional Indexation Provisions regime will continue to be applied at 100% of the Consumer Price Index on all service, including post-2009 pension credit. OTPP members are encouraged to visit the OTPP website to set up their i-Access profiles to create comparisons of different retirement scenarios, as well as learn about maximizing their pension benefits, if they took any time off during their careers.

On January 21 the OTPP announced its commitment to achieve net-zero greenhouse gas emissions by 2050. Over the coming months, Ontario Teachers' will hold itself accountable by establishing concrete targets for portfolio emissions and our investments in climate solutions and will report on its progress annually. Key elements of Ontario Teachers' net-zero approach will include:

1. Increasing investments in climate-friendly investments and solutions;
2. Ensuring portfolio companies manage and report their emissions annually;
3. Working with portfolio companies to achieve net zero emissions by 2050;
4. Use the proceeds from our green bond offering to invest in climate friendly opportunities;

5. Increasing the resiliency of our assets with physical risk assessments of our direct holdings; and
6. Advocating for clear climate policies and partnering with global organizations to effect change.

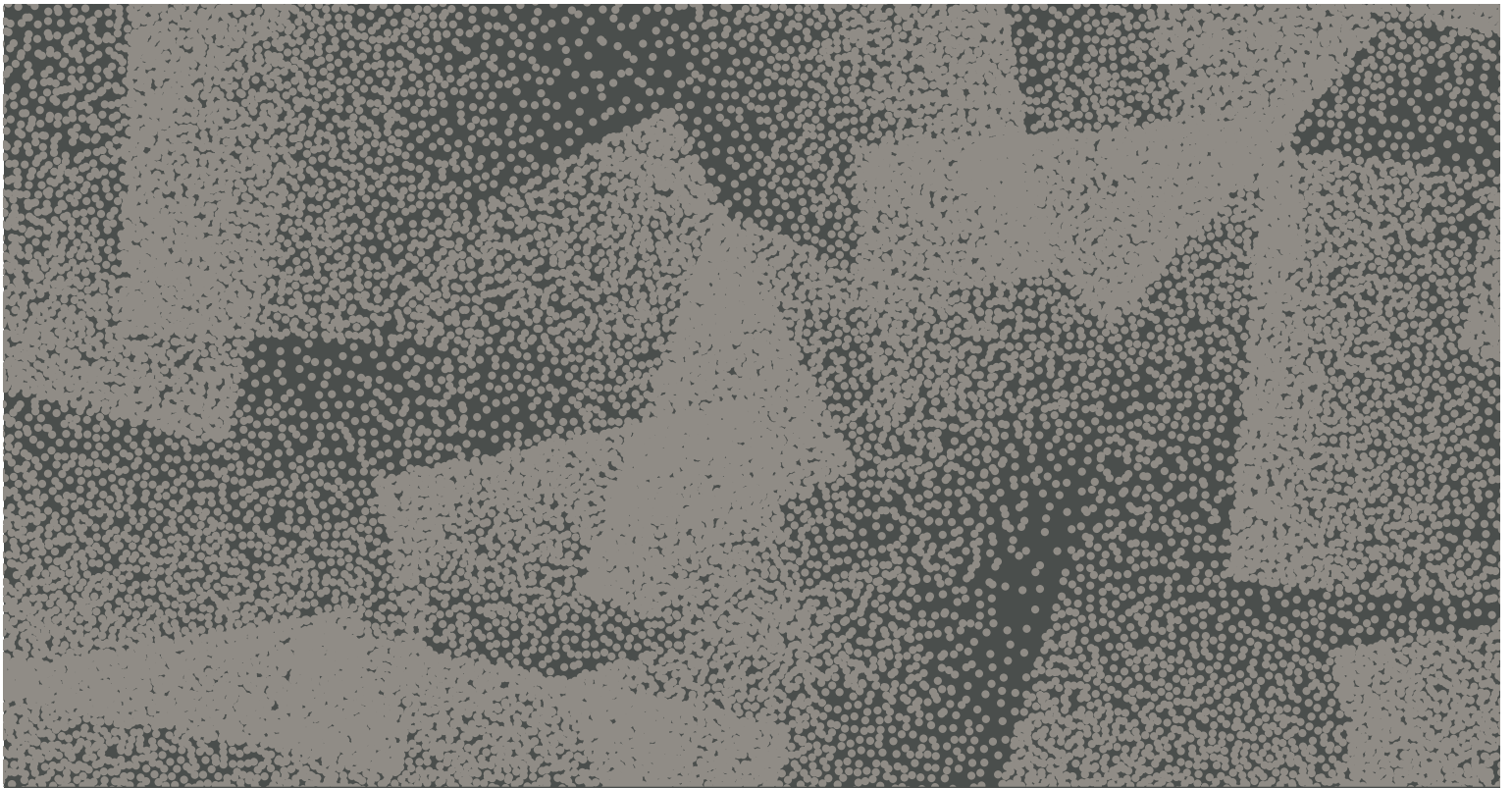
The inflation adjustment for pensioners, as of January 1, 2020, is 1.0%.

When unfunded liabilities occur, all of these pension plans must, by law, file balanced valuations, relying on contribution rate increases, decreases in benefits, or a combination thereof to achieve balance. The 2020 funded status of both OMERS and OTPP will be announced at the spring information meetings held in April.

Lamia Sabbagh, Marc Robillard, Fatima De Jesus, Lisa MacMaster, and Rob Shaheen are assigned to pensions. OSSTF/FEESO provides retirement/pension workshops to local Bargaining Units and Districts and information to members who call and email with questions. For the 2020-2021 Federation year OSSTF/FEESO continues its partnership with Educators Financial Group to co-present the pension workshops. As a result of the COVID-19 Pandemic, the pension workshops have been offered to members across the province in a live webinar format.

OSSTF/FEESO members are represented on several committees to promote the best possible pensions for our members.

<b>Committee</b>	<b>OSSTF/FEESO Representative(s)</b>
<b>OMERS Sponsors' Corporation</b>	Sandra Sahli
<b>OMERS Administrative Corporation</b>	Paul Elliott
<b>Employee Sponsors of OMERS Caucus</b>	Paul Caccamo, Brad Bennett, Lamia Sabbagh
<b>OTF Executive</b>	Harvey Bischof, Brad Bennett, Parker Robinson
<b>Partners' Consultative Committee</b>	Harvey Bischof, Brad Bennett, Lamia Sabbagh, Parker Robinson
<b>Tri-partite Sustainability Workgroup</b>	Harvey Bischof
<b>Tri-partite Communications Workgroup</b>	Lamia Sabbagh
<b>OTF Pension Committee</b>	Lamia Sabbagh, Marc Robillard
<b>OFL/CLC Pension Committees</b>	Lamia Sabbagh
<b>University Pension Committees</b>	Marc Robillard



**Ontario Secondary School Teachers' Federation**

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