

## **Policy B-1: Membership Policy**

**Date of last revision:** June 5, 2024

**Category:** OPC Membership

**Target audience:** Members

### **Purpose:**

The purpose of this Membership Policy is to establish clear guidelines and standards for membership within the Ontario Principals' Council. Our goal is to foster a professional community that is inclusive, supportive and dedicated to advancing the interests and development of our Members. This policy aims to ensure that all Members have access to the resources, opportunities and networks necessary to excel in their professional roles and contribute meaningfully to our shared mission and the wellness of Members.

This policy is intended to guide the management of membership processes, including application and termination, in a manner that is transparent, equitable and aligned with the core values and objectives of our association.

Ultimately, this Membership Policy is designed to enhance the value of membership, strengthen our professional community and ensure the sustained growth and impact of the OPC.

### **Policy:**

#### **1. Definitions**

- a) "Acting Position" means a temporary, interim or probationary assignment of an individual to the position of principal or vice-principal.
- b) "Associate" means an individual who does not qualify for membership and who belongs to a specified category of associates as defined by the Board of Directors from time to time.
- c) "Board of Directors" means the individuals identified in the Constitution as elected or appointed to the Board of the OPC.
- d) "Day" means a calendar day and shall include a part of a day.
- e) "District School Board" means an English language public provincially funded district school board in Ontario or other government of Ontario agency that is funded by a ministry of the government of Ontario.
- f) "Eligible individual" means an individual employed in a position that falls within a bargaining unit to which the OPC claims exclusive bargaining rights.
- g) "Excluded positions" are positions that are with employers who are parties to a Terms and Conditions Agreement with the OPC but are not within a bargaining

- unit to which the OPC claims exclusive bargaining rights.
- h) “Good standing” shall apply to those principals and vice-principals who have been granted membership in the OPC, and who are paying membership fees in accordance with this policy; or are exempted from paying membership fees in accordance with this policy and are registered with the Ontario College of Teachers and who are not terminated from membership; and shall include those members who, if terminated by their employer, have submitted a dispute challenging the termination that has not been resolved.
  - i) “Historical coverage” or “Historical protective services coverage” means the provision of Protective Services for matters that occurred while the Member was a teacher. For greater clarity, it does not apply to long-term disability or life insurance coverage or any other benefit or service that may be or may have been provided by the OPC from time to time, or while the Associate was a Member in good standing.
  - j) “Member” means an individual employed and working as a principal or vice-principal in a position that falls within a bargaining unit to which the OPC claims exclusive bargaining rights, who has paid the required membership fees and is otherwise in good standing; or an individual who has been approved for membership in accordance with this policy.
  - k) “OPC” means the Ontario Principals’ Council.
  - l) “Reassignment” and “Secondment” are used interchangeably and mean a temporary re-assignment to a role in the field of education in a position that does not fall within a bargaining unit to which the OPC claims exclusive bargaining rights. In order for an assignment to be considered temporary, the individual must retain a contractual right to be reinstated to an eligible position within the bargaining unit to which the OPC claims exclusive bargaining rights.
  - m) “Term Assignment” means an assignment of an individual to an occasional or supply principal or vice-principal position.

## **2. Membership Criteria**

- 2.1. Principals and vice-principals employed in permanent positions by a District School Board, or in any position governed by the Provincial T&C agreement between the OPC, the Crown and the School Board/Trustee Associations, are automatically eligible for membership in the OPC and may apply for membership in accordance with Section 5 of this policy.
- 2.2. Others may be eligible for membership in accordance with Section 4 of this policy.
- 2.3. Certain individuals who are ineligible for membership may be eligible to be Associates in accordance with Section 10 of this policy.

### **3. Reciprocal Membership**

If required by the constitution of an OPC District duly recognized under the OPC's District Recognition Policy, all OPC Members eligible to be Members of that OPC District shall be Members of that OPC District and pay applicable membership fees.

### **4. Membership in Special Circumstances**

4.1. Without expanding, limiting or altering the definition of Member, the following principals/vice-principals may become Members by following the procedure set out in Section 5.4.

4.1.1. Acting Positions – Membership is available to individuals employed in acting positions as principals/vice-principals so long as they are not retirees, and their employment is not governed by an agreement to which the OPC is not a party. Notwithstanding the foregoing, these individuals may only be eligible for membership if they are ineligible to receive support services from another bargaining agent.

4.1.2. Term Assignments – Membership may be available to individuals who are on Term Assignments as described in Section 1(n), subject to the approval of the Executive Director and the Director of Employee and Membership Services in their absolute discretion.

4.1.3. Secondments – Membership may be available to individuals who are on Secondments, subject to the approval of the Executive Director and the Director of Employee and Membership Services in their absolute discretion.

4.1.4. Membership is not available to Members who are reassigned to excluded positions. However, such individuals may be eligible to be Category 1 Associates in accordance with Section 1 of this policy.

4.1.5. Membership may be available to other individuals, subject to the approval of the Executive Director and the Director of Employee and Membership Services in their absolute discretion.

### **5. Becoming a Member**

5.1. To become a Member of the OPC, eligible individuals as defined in Section 1(f) must formally apply for membership by completing a membership application available from the OPC.

5.2. Applicants must demonstrate their ability to meet all the requirements of a Member in good standing as defined in Section 1(h).

5.3. Applications for membership must be received by the OPC within 60 days of the individual commencing work following their appointment to the position of a principal or vice-principal. If a principal or vice-principal fails to apply within 60 days, the Member shall not be entitled to protective services for any employment related event or circumstance that arose or occurred prior to becoming a Member except in accordance with section 12, nor shall the Member be automatically entitled to receive LTD/life

insurance coverage in the absence of providing medical evidence of insurability or other requirements acceptable to the insurer and subsequent approval.

- 5.4. Applications for membership in special circumstances must be received by the OPC within 30 days of the individual's first day of work as a principal or vice-principal. If a principal or vice-principal fails to apply within 30 days, the Member shall not be entitled to protective services for any employment related event or circumstance that arose or occurred prior to becoming a Member.
- 5.5. Applications shall not be deemed to have been received by the OPC unless or until the individual has provided payment information, their District School Board has received written authorization to make the appropriate payroll deduction or if the OPC has received payment directly from the individual.
- 5.6. Members shall notify the OPC of any changes to personal information and are encouraged to use the "My Profile" icon on the Member side of the OPC website for this purpose.
- 5.7. The Member bears the sole responsibility of notifying the OPC of any changes in membership status or personal information and the OPC shall not be held liable for any fees or charges incurred by the Member as a result of their failure to do so.

## **6. Benefits of Membership**

- 6.1. Members have the right to
  - a) receive professional and/or legal advice and support within the limits of the policies and procedures approved by the Board of Directors, delivered without charge
  - b) participate in the OPC's LTD, optional life and accidental death and dismemberment insurance plan where the District School Board participates in the group benefits plan and subject to the insurer's eligibility criteria for participation
  - c) provide input to frame a collective voice in contract negotiations with the Crown and School Board/Trustees' Associations
  - d) provide input to frame a collective voice in advocacy with the Ontario government, the Ontario College of Teachers and other education sector stakeholders on issues of importance to OPC Members including written submissions and litigation
  - e) access Member assistance programs offered through other providers as may be determined by the Executive Director
  - f) receive regular communication from the President on matters of interest to principals, vice-principals and the OPC
  - g) notice of professional development opportunities, as long as the Member does not opt out of commercial messages
  - h) access to education and training programs, mentorship and coaching programs, and effective networking opportunities at reduced rates
  - i) receive notice of, attend and participate in Annual Meetings and Special Meetings
  - j) access the Constitution, as well as to the Members-only side of the OPC website
  - k) receive Member-only mailings
  - l) access discounts from the OPC and through affinity programs, as may be determined by the Executive Director

- m) access notarial services in accordance with policies approved by the Board of Directors
- n) such other benefits and services as may be determined by the Board of Directors from time to time.

## **7. Membership Fees**

- 7.1. The membership year is September 1 to August 31.
- 7.2. Membership fees shall be determined by the Board of Directors. They may be paid through payroll deduction, or by lump sum via credit card or cheque. Thirty days' notice will be given to Members of any changes in the rate or collection of membership fees.
- 7.3. A Member who joins within 60 days of their appointment as a principal or vice-principal shall be required to pay fees retroactive to the first day they commenced work following their appointment.
- 7.4. Members in special circumstances (except Members on term assignment) who join within 30 days of appointment shall be required to pay membership fees retroactively to the start of eligibility.
- 7.5. Members who join after the eligibility period set out in this section shall be required to pay membership fees from the first day of the month the Member joins.
- 7.6. Members on term assignment shall pay the term assignment fees as set by the Board of Directors in one installment within 30 days of commencing the first term assignment in the school year, which shall entitle them to all the benefits of membership for that school year, provided they otherwise meet the definition of Member and do not work beyond the month in which they reach the limits prescribed by the Ontario Teachers' Pension Plan (OTPP) during the school year for which they have requested membership. If a term assignment exceeds the limits, and following the Member's notification to the OTPP, the difference owing between the term assignment fee and the full membership fee must be remitted forthwith to maintain entitlement to the benefits of membership. Membership fees paid for term assignments are non-refundable. In no circumstances shall the total membership fees collected for one year exceed the yearly membership fee.
- 7.7. Overpayments shall be applied to membership fees in the subsequent year without interest, as applicable. Notice shall be given to the Member and the Member's District School Board so that, if required, appropriate adjustments may be made by the board or the OPC. In the event the Member paid a lump sum, the OPC will make any required adjustments and advise the Member. It is the exclusive responsibility of the Member to make any applicable amendments to their income tax return.
- 7.8. Overpayments resulting from the Member's failure to notify the OPC of their intention to resign or of a change in personal information that would preclude the Member from ongoing membership shall not be refunded.
- 7.9. Outstanding fees must be paid within 30 days of the OPC sending notice to the Member or membership shall be interrupted.

## **8. Leaves of Absence and Waiver of Fees**

If an OPC Member is on a statutory or approved medical leave of absence and not receiving their full salary, they may be eligible for a waiver of the OPC membership fees.

- 8.1. It is solely the responsibility of the Member to inform the OPC of their status and apply for the waiver of fees. Membership fees collected by the OPC in the absence of notification are non-refundable.
- 8.2. Confidential application by the Member, with supporting documentation, shall be made to the Executive Director and the Director of Membership and Employee Services. The decision of the Executive Director and the Director of Membership and Employee Services is final, subject to an appeal to an Appeal Committee as described in the related Appeal Procedure.
- 8.3. Upon return to work, it is the responsibility of the Member to inform the OPC within 60 days. Membership shall become null and void on day 61 if the Member returns to work without advising the OPC and they shall lose their entitlement to historical protective services coverage and for any period of previous membership in the OPC.
- 8.4. The remittance of membership fees must resume commencing the date of the partial or total return to work, whichever comes first.
- 8.5. If a Member remains on leave following the expiry of their statutory leave, the Member must, within 60 days of the expiry of the statutory leave, become an Associate of the OPC to maintain entitlement to historical protective services coverage in accordance with the OPC's policies.
- 8.6. If a statutory leave expires in July or August, and the Member returns to work in September, the Member shall not be required to apply for Associate status for July and August to preserve historical protective services coverage.
- 8.7. OPC Members on any other type of leave from their employer do not meet the membership criteria. To avoid an interruption in membership and to preserve entitlement to historical protective services coverage, an OPC Member on leave must become a Category 1 Associate and pay the appropriate fee pursuant to this policy (please see Sections 5, 12 and 13).
- 8.8. A former OPC Member who returns to work must return to full membership within 60 days or membership status shall be interrupted in accordance with this policy. Membership fees shall be owing from the first day the principal/vice-principal returns to work.

## **9. Termination of Membership**

- 9.1. Members who wish to resign from membership in the OPC shall submit the request in writing to the OPC. Members who resign their membership shall be required to pay membership fees until the last day of the month that the Member resigns. Membership fees collected by the OPC in the absence of notification by the Member are non-refundable. Resignation, other than for retirement, shall constitute an interruption of membership (see Section 13).

- 9.2. If a Member resigns from membership due to retirement to pension, as confirmed by the Member or their employer, they shall be required to pay membership fees until the last day of the month that the Member resigns. Associate status is not necessary for retired former Members of the OPC to maintain entitlement to protective services, delivered in accordance with the OPC's policies, for incidents from their past period of membership or historical protective services coverage.
- 9.3. The membership fees shall be prorated accordingly, and any overpayment may be refunded by the OPC to the Member upon request by the Member.
- 9.4. Members cannot change membership status retroactively. Any overpayments resulting from failure to notify the OPC of a Member's resignation or other employment changes shall not be refunded.
- 9.5. Membership, once granted, may be terminated by the Executive Director and the Director of Employee and Membership Services as per the OPC's policies and by-laws. Such discretion shall not be exercised arbitrarily or in bad faith.
- 9.6. Membership ceases immediately upon the death of the Member or upon the date that the Member no longer meets the definition of Member.

## **10. Associate Criteria**

- 10.1. Those who meet a category description as outlined below may apply to be Associates of the OPC, subject to the approval of the Executive Director and the Director of Employee and Membership Services in their absolute discretion. Associate status, once granted, may be terminated by the Executive Director and the Director of Employee and Membership Services in their absolute discretion. Such discretion shall not be exercised arbitrarily or in bad faith.
  - 10.1.1. CATEGORY 1 Former Members of the OPC who retire to pension, Former OPC Members employed as Ontario District School Board senior staff, Supervisory officers and directors who are not former OPC Members, Former OPC Members on leave or on secondment who do not meet the definition of Member. Retaining Category 1 Associate membership may ensure continuous coverage (See Section 13).
  - 10.1.2. CATEGORY 2 Individuals with an interest in education.
  - 10.1.3. CATEGORY 3 School Administrators working in Indigenous Community Schools in Ontario.
  - 10.1.4. CATEGORY 4 Honorary Life Members
- 10.2. A person who meets the definition of Member shall not be an Associate. Members may also be Honorary Life Members (Class 4 Associates).

## 11. Benefits of Associate Status

Associates are entitled to different benefits, depending on categories as follows (also see Schedule 1);

### 11.1. CATEGORY 1

- a) preservation of protective services coverage, in accordance with Section 12 of this policy and any other applicable OPC policies
- b) ability to apply for or maintain LTD, optional term life/accidental death and dismemberment coverage, subject to the insurer's eligibility criteria for participation in those programs (Exception: Retirees are not eligible for LTD coverage and can only maintain life/accidental death and dismemberment coverage in place at retirement.)
- c) access to professional learning at reduced rates
- d) access to the coaching program
- e) access to Member discounts from the OPC
- f) access to notarial services in accordance with the OPC's procedures
- g) such other benefits and services as may be determined by the Board of Directors from time to time

### 11.2. CATEGORY 2

- a) access to professional learning opportunities at Member rates
- b) access to some networking opportunities as determined by the Executive Director from time to time
- c) access to OPC's coaching program

### 11.3. CATEGORY 3

- a) professional and/or legal interpretation of applicable employment contract terms
- b) Protective Services within the limits of the policies, procedures and the OPC's experience at the discretion of the Protective Services Team
- c) ability to apply for or maintain LTD, optional term life/accidental death and dismemberment coverage, subject to the insurer's eligibility criteria for participation in those programs
- d) access to professional learning at Member rates
- e) access to Member discounts from the OPC
- f) access to notarial services in accordance with the OPC's procedures
- g) such other benefits and services as may be determined by the Board of Directors from time to time

### 11.4. CATEGORY 4 Honorary Life Members

- a) access to the Constitution
- b) participation in professional learning at Member rates.



## 12. Historical Coverage

Some Members and Associates are entitled to historical Protective Services.

- 12.1. Members who have not experienced an interruption in membership are entitled to historical protective services coverage.
- 12.2. Associates of Category 1 are entitled to preservation of their entitlement to protective services, delivered in accordance with the OPC's policies, for incidents from their past period of Membership or historical protective services coverage, if they were a Member prior to promotion, have never experienced an interruption in membership as defined herein, and have taken out Associate status within 60 days of beginning the new position, as applicable.
- 12.3. Members and Associates who are ineligible for historical coverage due to an interruption in membership may regain historical coverage by paying the required fee and serving a waiting period of 12 months from the date the fee is paid. Historical coverage shall not be available to the individual for any matter that the individual had notice of either prior to or during the waiting period.
- 12.4. Members who are ineligible for historical coverage at no cost may access fee for service in accordance with the OPC's policies.

## 13. Interruptions in Membership

- 13.1. Interruptions in membership shall be deemed to occur when membership fees remain outstanding for more than 30 days from the date the OPC notifies the Member that fees are outstanding.
- 13.2. Retirement shall not constitute an interruption in membership.
- 13.3. Members who return to teaching (or otherwise become ineligible for membership) due to having been declared redundant by their employers in accordance with Regulation 90/98, and who subsequently are reinstated to the position of principal or vice-principal, shall not be considered to have interrupted membership, provided they resume their membership within 60 days of commencing employment in the position. However, a return to teaching unrelated to redundancy shall constitute an interruption in membership, unless the former Member becomes an Associate of the OPC within 60 days of their change in position.
- 13.4. Interruptions in membership shall disentitle Members to Protective Services for the period of interruption as well as historical Protective Services.
- 13.5. Interruptions in membership shall also disentitle Members to LTD/optional insurance coverage, OPC mailings, access to the Member-only side of the OPC website and attendance at OPC workshops at the Member rate during the interruption period. Members who reinstate their membership following an interruption must reapply for LTD/optional insurance as per the insurer's eligibility requirements.
- 13.6. Members who change their status to "Associate" within 60 days of becoming ineligible for membership, and who otherwise have an uninterrupted membership history, shall maintain their access to Protective Services for any past period of

membership in the OPC, in accordance with the Protective Services Policy.

- 13.7. Retired Members and Members declared redundant by their employers in accordance with Regulation 90/98, so as to become ineligible for membership, who otherwise have an uninterrupted membership history, are not required to become Associates to maintain their entitlement to historical Protective Services coverage, in accordance with the Protective Services Policy. Resignation shall constitute an interruption in membership. Members who resign from the position of principal or vice-principal (for example, to return to a teaching position) and are not in receipt of a retirement pension, are required to become Associates within 60 days of their resignation to maintain their entitlement to Protective Services for incidents from any past period of membership, and historical Protective Services coverage in accordance with the Protective Services Policy, which shall only be granted so long as their past period of membership was uninterrupted.

#### **14. Associate Fees**

- 14.1. Associate fees shall be established by the Board of Directors from time to time. Applications for Associate status shall not be considered without payment. Associate fees are non-refundable.
- 14.2. Notwithstanding the above, and at the OPC's discretion, if an Associate is appointed to a permanent principal or vice-principal position within three months of having taken out Associate status and wishes to apply for OPC membership instead, the Associate fee will be refunded.

#### **15. Discipline**

- 15.1. Members may be disciplined or expelled in accordance with the Constitution, the bylaw(s) and the OPC's policies.

Schedule 1 – Benefits of Membership and Associate Categories

	Protective Services <sup>1</sup>	Negotiations Support	LTD/Life Insurance <sup>2</sup>	Networking <sup>3</sup>	Professional Learning <sup>4</sup>	Coaching	Access to OPC Merchandise and Other Benefits	Notarial Services
Members including Members on Term Assignment or Members in Special Circumstances	X	X	If eligible	X	X	X	X	X
Associate – Category 1	Historical coverage only	Where T&C applies	If eligible	X	X	X	X	X
Associate – Category 2				Limited	X	X		
Associate – Category 3	Limited coverage	As it relates to individual contracts	If eligible	X	X	X	X	X
Associate – Category 4					X	X	X	X

<sup>1</sup> Within the provisions of this policy as it relates to interruptions of service, return to work supports and historical coverage and in compliance with other OPC policies.

<sup>2</sup> As provided by the OPC and provided the District School Board has enrolled in the OPC's LTD and life insurance plan.

<sup>3</sup> Participation in OPC Town Halls, identity-based affinity spaces and other networking opportunities as offered from time to time.

<sup>4</sup> Access to professional learning opportunities, resources and research as offered by OPC.