

# OKANAGAN SKAHA TEACHERS' UNION

## POLICIES and PROCEDURES

*September 24, 2024*

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# **OSTU POLICIES**

**Policies with monetary ramifications attached to them will only be supported to the extent of the funds budgeted for them in any current year.**

## **1. OSTU GOVERNANCE MEETINGS**

- 1.1 The OSTU has multiple levels of governance meetings: the Annual General Meeting, General Meetings, Representative Assemblies, and Executive Committee meetings.

### **PROCEDURE 1.1**

Each level of governance meeting shall receive and accept the minutes of its previous meeting. The Representative Assembly will also receive the minutes of Executive Committee meetings and may ask questions about those minutes at the Rep Assembly meetings.

- 1.2 The Annual General Meeting is the highest level of governance meeting in the organization. All members are invited to attend and shall have one vote in all fiscal, elections, and special resolutions business. The Annual General meeting is a sovereign decision-making body. At this meeting the membership shall set the annual fee, pass the annual budget for the upcoming fiscal year, elect the OSTU Executive Committee, and pass special resolutions, as per the Bylaws of the OSTU.

### **PROCEDURE 1.2**

Following the Annual General Meeting the Local President, or designate, will file the Annual Report of the OSTU Society, and changes to Bylaws if applicable, with the BC Registries service.

- 1.3 The OSTU Executive may call other General Meetings, as per the OSTU Bylaws. At the Fall General Meeting, the membership will receive an annual report on the previous fiscal year which includes a summary of the use of the OSTU's Contingency fund from the previous fiscal year. At the Winter General Meeting the membership will elect OSTU's delegates to the BCTF AGM and will receive a report on the OSTU Adjusted Annual Budget. The membership may be asked to pass other motions, special resolutions for Bylaw amendments, and receive additional reports, as needed.
- 1.4 The OSTU Representative (Rep) Assembly meetings will be held monthly, as per the OSTU Bylaws. The powers and duties of the Rep Assembly are outlined in the OSTU Bylaws.
- 1.5 The OSTU Executive Committee meetings will be held monthly, as per the OSTU Bylaws. The powers and duties of the Executive Committee are outlined in the OSTU Bylaws.
- 1.6 OSTU Standing Committees shall be established by the Annual General meeting. The purpose, composition, and terms of reference for those committees shall be established by the Rep Assembly, as per the Bylaws of the organization.

## **2. ELECTIONS**

### **2.1 NOMINATING CHAIRPERSON**

That the Executive Committee appoint the Nominating Chairperson, and an alternate if needed, for that election. The Nominating Chairperson will be responsible for the distribution and receiving of all curriculum vitae/nomination forms. It is the responsibility of the Chair to remind the Scrutineers about the confidentiality of the ballots prior to each election. The Nominating Chairperson is also the Head Scrutineer for all elections.

### **2.2 BCTF AGM DELEGATES** (REVISED 2015)

The OSTU President will be assigned as a BCTF AGM delegate. All other nominations for BCTF AGM delegates be called for in the first week of January and that all nominations must be received by the Nominating Chairperson five (5) working days prior to the date of the Winter General Meeting to be included in the nominations report. Nominations will be accepted from the floor. That all members letting their names stand for nomination as a BCTF AGM delegate be prepared to give an oral presentation to the general meeting of not more than three (3) minutes' duration.

### **2.3 OSTU EXECUTIVE**

That nominations for OSTU Executive positions be called for twenty working days prior to the date of the OSTU AGM and that all nominations must be received by the Nominating Chairperson five (5) working days prior to the date of the OSTU AGM, to be included in the nominations report. Nominations will be accepted from the floor. That all members letting their names stand for nomination for an OSTU Executive position be prepared to give an oral presentation to the general meeting of not more than three (3) minutes' duration.

### **2.4 SCRUTINEERS FOR LOCAL ELECTIONS**

- A. Unless otherwise specified in the BCTF and/or OSTU constitutions or policies the meeting Chair will recommend and have ratified what conditions must be met for an election to be valid.
- B. Scrutineers will be appointed from the floor of the meeting and moved by the Chair and seconded by a member of the meeting assembly.
- C. The Scrutineers will be endorsed by a majority show of hands by the meeting assembly prior to the election process(es) taking place.
- D. Scrutineers will distribute and collect ballots as directed by the meeting Chair or Nominating Chair, whichever may be the case, and will be responsible for counting the ballots, keeping track of spoiled ballots, blank ballots, and the total number of ballots cast.

- E. Scrutineers will present only the names of those elected to the meeting Chairperson and the Nominating Chair will report the results to the meeting assembly.
- F. When a motion is made to destroy the ballots, the Scrutineers shall have the responsibility of ensuring they are properly disposed of.
- G. It is the responsibility of the Scrutineers to keep the tallies confidential. They are not to, either verbally or in writing, divulge tallies taken during the counting of the ballots.

#### **PROCEDURE 2.4**

The Nominating Chairperson will prepare the ballot boxes and voting supplies prior to the General Meeting. The Scrutineers and Nominating Chairperson shall collect the ballots directly from individual voting members and count the ballots in a discreet location at the meeting facility. The Nominating Chairperson will destroy the ballots by shredding the papers at the OSTU office.

#### **2.5 ELECTION OF STAFF UNION REPRESENTATIVES**

- a. The election of members to Staff Union Representative (Rep) positions shall occur annually at a school-based OSTU meeting, in June and/or September.
- b. The Staff Rep at the school will ask for nominations for the Staff Representative roles.
- c. If more than one member is nominated for a position, there will be a pen and paper vote by secret ballot for that position. For secret ballot elections, each member in attendance at the meeting will be given one vote, and there shall be no voting by proxy, as per the Bylaws of the OSTU. Three OSTU members, together, will collect and count the votes, reporting only the results of who was elected to the meeting. The ballots will be destroyed after the meeting.
- d. If the Staff Rep themselves is running for a position that requires a secret ballot vote, another Staff Union Rep will act as the Nominating Chairperson for that election.

### **3. THE OSTU BUDGET AND FINANCES**

#### **3.1 REQUEST FOR FUNDS (NON-BUDGET ITEMS)**

The request must be made by giving notice of motion to an OSTU Representative Assembly. Approval will be by a simple majority vote at the next OSTU Representative Assembly. The notice of motion must include all known details of the request.

#### **3.2. BUDGET SURPLUSES AND DEFECITS**

At the end of each fiscal year, any surplus funds will be moved into the Contingency fund, and if there is a deficit at the end of a fiscal year that deficit will be paid for from the Contingency Fund.

### 3.3 **CONTINGENCY FUND REPORT**

At the Fall General Meeting the Executive will provide to the membership a list of Contingency Fund (Surplus) expenditures from the past fiscal year.

#### **PROCEDURE 3.3**

The Treasurer will include a written summary in the agenda package of the meeting.

### 3.4 **OSTU ANNUAL BUDGET**

#### **PROCEDURE 3.4**

Expense accounts for each line of the OSTU Budget can be overspent by a maximum of 10%; after which overages must be approved by the OSTU Executive Committee with a plan for a transfer of funds from another expense account or the Contingency Fund.

### 3.5 **ADJUSTED ANNUAL BUDGET**

The Executive Committee will annually conduct a mid-year review of the OSTU budget account summaries at the end of January and will create an Adjusted Annual Budget for the remainder of the fiscal year.

#### **PROCEDURE 3.5**

The Treasurer will provide to the Rep Assembly and/or the Winter General Meeting a report on the Adjusted Annual Budget. The Treasurer will include a written summary in the agenda package of the meeting.

### 3.6 **PAYMENT OF EXPENSES**

- a. Payment of expenses of the OSTU shall be approved by two designated signing authorities.
- b. The signing authorities on the OSTU accounts will be the President, Treasurer, First Vice President, and Second Vice President.
- c. The signing authorities on the OSTU Professional Development accounts will be the President, Treasurer, Professional Development Chairperson, and the First Vice President.
- d. If an expense is submitted for payment by a signing authority, other authorities will approve the transaction for payment.
- e. All signing authorities will be given access to the online banking platform to have access to information about the transactions, payments, and funds being

processed through the OSTU bank accounts.

#### **4. RETIREMENT RECOGNITION – (Oct 2019 OSTU GM)**

- 4.1 The OSTU fund retirement recognition gifts will be based on the following formula:
- a. One Hundred (\$100) dollars for all members with one (1) or more years of membership with the Okanagan Skaha Teachers' Union.
  - b. An additional (\$50) dollars for members with eleven to fifteen (11-15) years of membership with the Okanagan Skaha Teachers' Union.
  - c. An additional (\$50) dollars for members with sixteen (16) or more years of membership with the Okanagan Skaha Teachers' Union.
  - d. An additional (\$50) dollars for members that served as a Staff Rep and/or on the Executive Committee for five (5) or more years with the Okanagan Skaha Teachers' Union.

##### **PROCEDURE 4.1.D**

At the end of each school year the OSTU President will create a list of all members who actively served for the entire school year as a Staff Rep or Executive Committee member. This information will be archived and used to determine eligibility for the retirement gift noted in Policy 4.1.d.

#### **5. OSTU EDUCATION AWARDS (Revised 2024)**

**OSTU Education Award policies will be subject to policies and procedures of the bursary foundations for the high schools.**

- 5.1 The OSTU will present awards to the graduating classes of Okanagan Skaha secondary schools' students who qualify.
- 5.2 The amount budgeted for awards will be split equally between the secondary schools of the Okanagan Skaha School District.
- 5.3 The awards at each secondary school will be split as follows: of the OSTU Education Award fund 100% will be awarded to a student(s) that is a family member of a current and /or past member of the OSTU and attending a recognized post-secondary education/training institution.
- 5.4 In the event that any of the secondary schools do not have an OSTU member's relative graduating that meets the criteria for the award(s), that secondary schools will contact the OSTU and the other two secondary schools to see if there are more than one qualifying graduate at those schools. (OSTU AGM May 2015)

- 5.5 Each secondary school will provide a written list of the students selected to receive an OSTU award to the OSTU President two weeks prior to the announcement of the students selected.
- 5.6 All OSTU awards will only be paid out after proof of attendance and proof of payment at a recognized post secondary educational/training institution is provided to OSTU.
- 5.7 All OSTU awards must be used within two years of graduation.
- 5.8 Selection of candidates will be determined by the authorized selection committees of the secondary schools and will be restricted only to what is in place in this policy.
- 5.9 For the Penticton secondary schools, the OSTU will transfer the funds to the Penticton Secondary Schools Bursary Foundation each school year for disbursement from that organization.
- 5.10 The amount of funding supplied to each of the secondary schools in the Okanagan Skaha School District will be approved by the Executive Committee of OSTU each year and the total amount funded for the secondary schools will be limited to the total line budget for scholarships approved by the OSTU Annual General Meeting each year.

## **6. TEACHER REPRESENTATIONS**

- 6.1 Any member or group of members of the OSTU intending to make representations to individuals or groups not part of the OSTU will do so only according to the following process:
  - a. A proposal that outlines the purpose of the presentation and a summary of the contents of the presentation will be presented to an Executive Meeting or a Rep Assembly prior to its presentation.
  - b. The proposal must be in written form and may be accompanied by an oral presentation.
- 6.2. The OSTU meeting will vote on the acceptability of the proposal.
- 6.3 If time does not permit the individual or group to seek endorsement through an Executive or Rep Assembly of the OSTU, the President will make the decision on the acceptability of the proposal.
  - a. In this event a short report will be made at the next Executive meeting or Rep Assembly.



## **7. STAFF UNION REPRESENTATIVES**

- 7.1 The Staff Union Representative (Rep) roles of the OSTU are the Staff Rep, the Professional Development Rep, the Health and Safety Rep, and any other reps of the Standing Committees of the OSTU, as established by the Bylaws of the OSTU.
- 7.2 The Staff Rep, Professional Development Rep, and Health and Safety Rep positions shall be filled through election at a school-based OSTU meeting. The school-based election shall follow the voting processes for election as outlined in Policy 2.5.
- 7.3 All members attending Union Representative training are at work and should receive 100% of their salary.
- 7.4 Part-time teachers will be paid to attend Union Representative Training that is in excess of their part-time appointment, not to exceed a full day's salary.

## **8. DEATH IN SERVICE RECOGNITION**

- 8.1 Teachers who have passed away while still in the employ of Okanagan Skaha School District and are current members of OSTU will have their service recognized in the following manner:
  - a. A contribution to a charitable organization on behalf of the deceased member as approved by that member or his/her family up to \$500 or
  - b. A contribution to a memorial as deemed appropriate by the member or his/her family up to the same amount as in 8.1.

## **9. OSTU EQUIPMENT SALES**

- 9.1 OSTU will advertise any such equipment for sale via social media or other common second-hand sales platforms. The revenue from those sales will go into the Capital Expense budget line for the fiscal year.

## **10. CAPITAL EXPENSES**

- 10.1 Repairs/maintenance costs and office equipment expenses will be considered as Capital Expenses in terms of budget spending.
- 10.2 Should the amount of expenses/costs exceed the Capital Expense budget then the OSTU Executive may approve the use of Contingency Funds for the shortfall.

## **11. MILEAGE**

11.1 OSTU will reimburse, at the BCTF mileage rate, the OSTU office manager, elected school union reps (PD, Health and Safety, TTOC, Ab Ed, SJ, FFWL) and Executive Committee members travelling to sites to do union work that are not their usual workplace during that workday.

### **PROCEDURE 11.1**

Such people will submit to the OSTU Office Manager their mileage tracking sheet for processing. Such mileage claims are subject to the approval of two OSTU banking signing authorities.

## **12. HEALTH AND SAFETY**

12.1 Okanagan Skaha Teachers' Union (OSTU) is represented on the School District #67 Health and Safety Committee by the OSTU Health and Safety Committee.

12.2 Meetings are held monthly. The Health and Safety Chairperson will report back to the OSTU Executive and the OSTU Rep Assembly.

12.3 School-based Health and Safety representatives are to attend their own school based committee Health and Safety meetings in their own schools. They need not attend the monthly meeting of the District Occupational Health and Safety Committee meeting.

12.4 School Health and Safety Committee Reps may attend the District Meeting when invited by the OSTU Health and Safety Chairperson.

12.5 Election of OSTU School-based Health and Safety Committee members will take place at an OSTU meeting.

## **13. CONFLICT OF INTEREST POLICY**

13.1 The Okanagan Skaha Teachers' Union will take all reasonable steps to ensure that conflicts of interest are avoided.

13.2 It is the responsibility of the locally elected officers of the Okanagan Skaha Teachers' Union to bring to the attention of the local any potential, apparent, or real conflicts of interest. Conflicts of interest include, but are not limited to, situations where:

- a. an officer of the local may in some way benefit materially or financially from exercising union duties; or
- b. an officer of the local applies for a position outside the bargaining unit in a school district, a position with BCPSEA, or similar management position.

- 13.3 A conflict of interest does not exist when a benefit arises from performance of duties that affect officers as one of a broad class of BCTF members.
- 13.4 When a conflict arises, the local executive shall determine what steps are necessary in the circumstances. Examples of steps that may be taken include:
- a. the officer absents her/himself from the discussion and vote on any matter that gives rise to the conflict;
  - b. the officer no longer represents members vis-à-vis the school board (i.e., delegates the function of representing members to another officer);
  - c. the officer removes her/himself from the decision-making of the local executive;
  - d. the officer takes a leave of absence until such time as the conflict no longer exists; or
  - e. the officer resigns her/his position with the local.
- 13.5 One or more steps may be appropriate, depending on the circumstances of the individual case. Steps (d) and (e) should only be exercised in compelling cases.

## **14. PRIVACY POLICY FOR OKANAGAN SKAHA TEACHERS' UNION MEMBERS**

- 14.1 The Okanagan Skaha Teachers' Union is committed to protecting the privacy and confidentiality of our members' personal information.

The Okanagan Skaha Teachers' Union is committed to complying with the British Columbia Personal Information Protection Act, S.B.C. 2003, c. 63 (PIPA). This includes managing the collection, use, disclosure, storage, and ultimate disposition of our members' personal information in ways that safeguard the privacy of our members.

### **14.2 Definitions:**

Personal Information: for the purposes of this policy means information about an individual. It does not include aggregate information which cannot be associated with a specific individual, and it does not include the name, title, business address, business e-mail address, or business telephone number of an individual. Examples of personal information include home address and phone number, social insurance number, and medical information of an individual.

### **14.3 Personal Information Collected:**

The Okanagan Skaha Teachers' Union collects personal information to fulfill its obligations to members and in the course of providing a variety of services. The types of information collected include:

- name
- home address and phone number
- social insurance number
- birth date
- gender
- home e-mail address

Additional information may be collected to fulfill our obligations to you or to provide specific services.

#### **14.4 Purposes for Collection, Use, and Disclosure**

The Okanagan Skaha Teachers' Union collects and uses personal information for the purposes of fulfilling our obligations to you as set out in the BCTF Members' Guide, including the constitution and bylaws, and/or as set out in the Constitution, Bylaws, and Policies of the Okanagan Skaha Teachers' Union, to provide specific services as required, and to fulfill the BCTF's and the Okanagan Skaha Teachers' Union's role as bargaining agents representing our members. The purposes for which the Okanagan Skaha Teachers' Union collects and uses personal information include:

- to identify you
- to communicate with you
- to confirm your eligibility for services
- to comply with various professional, legal, and regulatory requirements
- to provide services related to the Salary Indemnity Plan, Rehabilitation Program, legal services, grievances, Worker's Compensation Board (WorkSafeBC) advocacy, and pension plan advocacy and assistance
- to provide Local and Provincial Specialist Association memberships and associated services
- to conduct research

#### **14.5 Protection of Personal Information**

The Okanagan Skaha Teachers' Union is committed to protecting your personal information from unauthorized use or disclosure. Our commitment means that:

- We will use your personal information only for the purposes we have identified.
- We will not disclose your personal information without your permission unless we are required or authorized by law to do so.
- We will employ appropriate security measures to ensure only authorized individuals have access to your personal information.
- We will keep your personal information only as long as required.
- When your personal information is no longer required, we will destroy it in a confidential, secure method.

#### **14.6 Individual Access**

Individuals have the right to request access to their personal information under the control of the Okanagan Skaha Teachers' Union. The president will assist them with their access requests.

Access requests can be made in writing or in person by contacting the President of the Okanagan Skaha Teachers' Union at 697 Martin St. Penticton, V2A 5L5 or phone (250-492-4915) or e-mail at [lp67@bctf.ca](mailto:lp67@bctf.ca). In certain situations, further to privacy legislation, we may not be able to provide access to certain personal information that we hold about an individual. Examples of where we may not provide access include, but are not limited to, the following:

- where provision may reveal personal information about another individual
- where the information is subject to solicitor-client privilege
- where the information was collected in relation to an investigation or a contravention of a federal or provincial law; or
- where provision could reasonably be expected to threaten the health and safety of an individual.

If access cannot be provided, we will notify the individual in writing of the reasons for the refusal. Where access has been provided and where the information is demonstrated to be inaccurate or incomplete, the Okanagan Skaha Teachers' Union will amend the information as required.

#### **14.7 Questions or Concerns regarding the Okanagan Skaha Teachers' Union privacy procedures**

An individual may direct their general questions to the President of the Okanagan Skaha Teachers' Union at the same contacts as mentioned above. The individual may also contact the Privacy Officer of the British Columbia Teachers' Federation at 550 West 6th Ave, Vancouver, BC, V5Z 4P2 or by phoning (1-800-663-9163). The Okanagan Skaha Teachers' Union will investigate any complaints received in writing. If a complaint is found to be justified, the Okanagan Skaha Teachers' Union will take appropriate measures to resolve the complaint including, if necessary, amending its policies and procedures. An individual will be informed in writing of the outcome of the investigation regarding his/her complaint.

#### **14.8 Privacy officer and Privacy Audits**

The Executive Committee of the Okanagan Skaha Teachers' Union shall conduct a Privacy Compliance Audit once every second year, by the end of June in odd-numbered years. The Executive Committee shall appoint an Officer of the Union to conduct the Audit.

#### **14.9 Okanagan Skaha Teachers' Union Privacy Protocols – Appendix A**

OSTU has adopted the following Privacy Compliance protocols which can be found in Appendix A of this Policy booklet: Privacy breach protocol, Personal information retention periods, Complaint investigation protocol, Access to personal information protocol, and the Personal information access request form.

## **15. PROFESSIONAL DEVELOPMENT**

- 15.1 The OSTU will fund the remaining release time up to 0.2 FTE for the release of the OSTU Professional Development Chairperson when the district funds only the contractual (CA F.1.6) amount of ten (10) days.
- 15.2 The OSTU commits to maintaining and supporting the position of Professional Development Chairperson (PD Chairperson), as bound by Collective Agreement language and practice. Further, OSTU recognizes the importance that tangible support of the PD Chairperson release has on the quality of Professional Development opportunities available to members.
- 15.3 The current release of the PD Chairperson is 0.2 FTE. Costs associated with the PD Chairperson release shall be paid for from Professional Development accounts (Contract teachers and TTOCs). Motions to cover these costs will be taken annually to the District PD Funding Committee. The OSTU shall cover the additional expense of this Professional Development Chairperson release time beyond what the Professional Development Funding Committee is able to allocate for this expense.
- 15.4 In recognition of the work and time given to *Professional Development related business, the Professional Development accounts shall be billed for 25% of the full wage costs of the OSTU Office Manager. That amount shall be paid from the Contingency Funds of the Professional Development Accounts.* Should the full amount not be available from that source, the remainder of this expense shall be paid from the budget dollars of the OSTU.
- 15.5 The banking charges associated with the Professional Development accounts shall be invoiced to those same accounts.
- 15.6 The Treasurer of the Okanagan Skaha Teachers' Union shall be invited to attend meetings of the District Professional Development Committee with voice but no vote, unless he or she is also the Professional Development Representative for his or her school, so as to be aware of budget recommendations that need to go to either to the Professional Development Funding Committee, the Executive Committee, the Representative Assembly, or to a General Meeting.
- 15.7 Principles of Professional Development: The following is a statement of policy [BCTF Members' Guide 30.A.09] representing collective professional opinion of members of the BCTF. It is based on values and principles that reflect a democratic perspective on public education and is intended to provide a provincial standard of professional development principles.

These principles reflect understandings of professional development and the core values of teachers which are:

- The primacy of continuing career-long professional development.
- The necessity of teacher autonomy.
- The importance of teaching-centered and teacher-directed PD.
- The diversity of effective professional development needs and practices.
- The value of teachers teaching teachers.

- Recognition that teachers are learners.
  1. Members have an ongoing responsibility to develop professionally.
  2. Members have autonomy in making choices about their own professional development.
  3. Professional development planning is guided by members' needs.
  4. Professional development informs teaching practice and encourages collegiality.
  5. Professional development requires time and resources to meet members' needs.
  6. Professional development incorporates a wide repertoire of teacher collaboration, mentorship, action research, workshops, professional course work, professional reading, peer coaching, and reflection. Nov. 2015

## **16. STANDING COMMITTEES**

- 16.1 Standing Committees are established by the democratic processes of the Okanagan Skaha Teachers' Union as are required.
- 16.2 Each Standing Committee may develop policy related to the operation of the committee and, if such is the case, shall submit such policy to the Executive Committee for review and referral to the Representative Assembly for ratification. Should the Representative Assembly not ratify such policies then they will be referred back to the committee for revision and subsequent approval through the aforementioned process.

## **17. MEMBER SUPPORT FUNDS**

- 17.1 As part of the annual budgeting process the Executive may recommend a line item designated "Member Support Funds".
- 17.2 The funds are to be used exclusively to provide emergency financial support to members undergoing employer investigations, TRB investigations, other contractual processes, or excessive hardship due to extenuating personal circumstances.

### **PROCEDURE 17.2**

Due to the personal nature of hardship cases, members will apply directly through the OSTU President. The OSTU President will approve hardship expenses at their discretion and will share the general topic of hardship with the second banking signing authority to approve the financial transaction.

- 17.3 Any expenditures must be approved by the OSTU President and a second banking signing authority.
- 17.4 No single member shall receive more than \$500 of support from the fund.

## **18. MEMBER COMPLAINT**

18.1 The OSTU members and the OSTU Executive shall follow the BCTF By-law 7.8 when considering a complaint.

Except as provided in By-law 7.1, and in accordance with the local's constitution and by-laws, the executive committee of a local shall have the jurisdiction to consider a complaint that a member of that local has breached the local's constitution, by-laws, or procedures or has acted in a manner harmful and prejudicial to the interests of the local, provided that the same alleged breach has not been pursued at the provincial level. The executive committee of the local shall consider the complaint in accordance with the principles of natural justice and the duty of fairness, and after such consideration it may:

- a. dismiss the complaint, or
- b. where such a breach by the member who is the subject of the complaint is found:
  - i. determine appropriate publication of the finding of the breach;
  - ii. suspend the right of the member to hold office in the local and/or to receive specified benefits of membership in the local for a period not exceeding two years; or
  - iii. impose a combination of the foregoing commensurate with the gravity of the breach.

## **19. ALCOHOL**

19.1 That alcohol shall not be consumed before or during any OSTU business meetings, but that alcohol will be permitted at OSTU social events.

19.2 That alcohol may be consumed on the OSTU property at social events.

19.3 That OSTU funds may be used to purchase alcohol at social events, with a limit of one drink per person.

19.4 That members should sign a waiver prior to consuming alcohol at any OSTU social event. It is understood that at no time should a member be inebriated while conducting OSTU business.

## **20. VOTE WEIGHTING FOR BCTF GOVERNANCE MEETINGS**

20.1 That whenever possible, votes will be distributed equally between all voting members of the OSTU delegation to the BCTF governance meetings. In the case of an odd number of votes, the extra votes will be distributed amongst the LRs, with preference given in order of length of service as an LR.



## **21. BARGAINING**

### **21.1 LOCAL BARGAINING OBJECTIVES**

Information and feedback will be gathered from the OSTU membership prior to the start of local bargaining to determine a list of priorities and objectives for local bargaining. The local bargaining priorities and objectives will be ratified by the membership at a General Meeting upon the recommendation of the OSTU Executive Committee.

### **21.2 CARRIAGE OF LOCAL BARGAINING**

The OSTU Executive Committee will have carriage of all local bargaining matters throughout the bargaining process. The membership will ratify the bargaining priorities prior to bargaining commencing and will ratify the bargaining achievements prior to them being accepted by the OSTU. All other aspects of local bargaining, including writing collective agreement language, determining strategy, and reaching an Agreement-in-Committee, will be the sole responsibility of the Bargaining Team, subject to the oversight of the Executive Committee.

### **21.3 RATIFICATION OF LOCAL AGREEMENT-IN-COMMITTEE**

Once an Agreement-in-Committee has been reached by the local bargaining team, and given the recommendation of the Executive Committee, the membership will ratify the Agreement-in-Committee at a General Meeting.

### **21.4 LOCAL BARGAINING TEAM**

The member composition of the Bargaining Team shall be the Local President, the Bargaining Chairperson, and one to two additional Executive Committee members. These additional team members shall be selected by the Executive Committee, subject to the approval of the Rep Assembly.

### **21.5 PROVINCIAL BARGAINING CONFERENCE**

a. Members will be surveyed by the OSTU Executive Committee to collect information and make recommendations related to the provincial bargaining priorities and potential objectives, prior to the BCTF Bargaining Conference.

b. The delegate(s) to the Provincial Bargaining Conference will be elected by the OSTU Executive Committee.

## **APPENDIX A – PRIVACY COMPLIANCE PROTOCOLS**

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## PRIVACY BREACH PROTOCOL

STEPS	QUESTIONS	ACTIONS and CONSIDERATIONS
Stop the breach	Is the breach the result of a systemic issue?	e.g., mis-programmed fax number or incorrectly recorded address - immediately correct this
Retrieve the information	Is an unauthorized person/organization in possession of the breached information?	Make every effort to retrieve the information from the person/organization; inform the person/organization of their obligation under PIPA to ensure that no unauthorized copy of the information has been stored or shared
Review the breach  Review security	How did it happen?  Why did it happen? When did it happen? What security features were in place? Which worked and which didn't?	ex. human error, lack of training, system malfunction  Determine if new security measures are needed
Determine the extent of the breach	Whose information was compromised?  What kind of information was compromised?  Were any identifying numbers compromised?  What type of harm could result?	Financial, medical, marital, professional, disciplinary, etc  Is it of low or high sensitivity?  SIN, Member ID, driver's license, health care number, credit card number, bank account, etc  Identity fraud? Harm to reputation
Whom to contact	Should the police be contacted?  Affected individuals: - determine if notification is appropriate - if so, send speak to individuals by phone and send a follow up letter  The Privacy Commissioner  Issuing Organizations	They will advise if and when the affected individual(s) should be contacted. Analyze the breach to determine if there is real risk of significant harm. If so, notify the affected individual(s) - subject to police advice, if applicable.  If no risk of significant harm, analyze the breach in terms of member confidence, local reputation, and transparency.  As above, if there is a real risk of significant harm to the affected individual(s), you may want to contact the Commissioner.  Provide members with the names and contact information of issuing organizations of breached information (eg. Motor Vehicle Branch if driver's license lost)  Equifax for credit rating if identity theft and/or financial information is compromised
Document the breach		Maintain a file numbering system and keep all relevant documents in it

## PERSONAL INFORMATION RETENTION PERIODS

File Type	Retention Period	Notes
Member files, general	Cull regularly	
Grievance, non-precedential	10 years	
Grievance, precedential	10 years	Precedential materials—keep permanently. Personal information should be removed from file and securely destroyed
Grievance, incomplete hearing (arbitration)	20 years	
Grievance, hearing	20 years	Arbitration decision - keep permanently
Grievance, physical contact with students	35 years	
Legal records	20 years	
Code of ethics	10 years	
Peer support	10 years	
Health and Safety	10 years	
Privacy—Access Requests	1 year	
Medical Records	1 year	Medical records not associated with a case file (i.e., grievance, LTD, etc) should not be kept for an extended period
Rehabilitation, Return to Work	10 years	
Resumes, CVs, applications	1 year	

Note: retention periods begin when file is closed, not the date of individual documents.

## COMPLAINT INVESTIGATION PROTOCOL

ACTION	CONSIDERATIONS
Open a file	Maintain a file numbering system of complaints received.
Record the date of the complaint	
Record the nature of the complaint	e.g., delay in response time, improper use or disclosure, inaccuracy of information.
Send an acknowledgment letter to the complainant	Inform the complainant that the complaint is being investigated and give an approximate time frame for the investigation.
Assign the investigation to a skilled impartial person	Ensure that this individual is given access to all relevant records and files and the authority to interview relevant individuals.
Notify individuals of outcome of the investigation	Outline any steps taken in the investigation, the outcome and any actions that will flow from it, i.e., training, review of systems etc.— NOT disciplinary records or sanctions.
Correct any inaccurate information	
Review and improve procedures, security and or training as per the outcome	

## ACCESS TO PERSONAL INFORMATION PROTOCOL

STAGES	ACTIONS	CONSIDERATIONS
Administrative preparations	<ul style="list-style-type: none"> <li>Establish a fee schedule.</li> <li>Implement a file naming system for requests and locate a secure filing area for these requests.</li> </ul>	Fees should be minimal and reasonable.
Communicating the process	<ul style="list-style-type: none"> <li>Privacy Policy informs individuals how to request access to their information.</li> <li>Access request form is readily accessible to individuals.</li> <li>Access form clearly outlines the fee schedule.</li> </ul>	
Processing the request	<ul style="list-style-type: none"> <li>Date stamp the access form.</li> <li>Determine that the requestor is indeed the member; verify name, contact information, member # against Local records; if unsure telephone to verify.</li> <li>Calculate the 30-business day timeline.</li> <li>Do an initial assessment of request to see if it is possible to complete the request within the required timeline.</li> <li>If not, send a letter indicating that a delay may be necessary, indicate the expected response date and inform them of their right to complain to the Commissioner.</li> <li>See PIPA Section 31.</li> </ul>	<p>PIPA requires a response within 30 business days. All efforts should be made to respond within 30 business days.</p> <p><u>NOTE:</u> This will be a very rare occurrence—but could happen if the scope of the request is so large and/or so complicated that 30 business days might not suffice.</p>
Accessing the request	<ul style="list-style-type: none"> <li>Assemble all the requested information.</li> <li>Review the information against Section 23 of PIPA.</li> </ul>	<p>Depending on the request, review physical files, emails, notes, and electronic files for requested info. Seek legal advice if PIPA might prohibit release.</p>
Withholding or redacting information	<ul style="list-style-type: none"> <li>Send letter to applicant explaining the reasons for the withholding of information and inform the applicant of the right to appeal to the Commissioner.</li> </ul>	
Releasing the information	<ul style="list-style-type: none"> <li>Notify applicant of costs to confirm if the applicant still wants to proceed.</li> <li>Assemble the information to be released.</li> <li>Make a copy of released information.</li> <li>Send letter (include date &amp; text of request and date of receipt of request) and requested information to individual in a secure manner.</li> </ul>	This would be necessary if the costs were significant.



**Okanagan Skaha Teachers' Union**  
697 Martin Street  
Penticton, BC V2A 5L5  
Ph: (250) 492-4915 Fax: (250) 492-5540

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**PERSONAL INFORMATION ACCESS REQUEST FORM - MEMBERS**

**Request for Information**

To process your request, we require the following information:

Date of Request: \_\_\_\_\_

Full Name (Please print): \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Local (i.e. member, retired member): \_\_\_\_\_

Membership Number (if applicable): \_\_\_\_\_

Contact Phone #(s): \_\_\_\_\_

The Okanagan Skaha Teachers' Union (OSTU) stores information in a number of databases and files. To enable us to process your request quickly and efficiently, please outline as specifically as possible the information you would like to receive and any committees, grievances or files with which it may be associated. We will begin processing your request as soon as this form is completed and received by the Local's Privacy Officer. We will make all attempts to respond within 30 business days of receipt of your request.

Information requested:

This information is associated with the following:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Requestor Signature: \_\_\_\_\_

This form should be placed in an envelope marked "Confidential" and mailed to: Privacy Officer, OSTU, 697 Martin Street, Penticton BC V2A 5L5. Alternatively, the form can be submitted to the Privacy Officer electronically by sending it as an attachment in an email to [lx67vp@bctf.ca](mailto:lx67vp@bctf.ca).

## SAFEGUARDS CHECKLIST

MEASURES	ISSUES	ACTION NEEDED
Physical Measures	Entry to office is secure.	
	File cabinets have locks.	
	Access to files within office / building is restricted.	
	The office is equipped with a crosshatch or micro cut shredder.	
	Computer monitors are positioned so that they are not visible to visitors.	
	Computer hard drives are destroyed before being discarded.	
	External hard drives are secured.	
Administrative Measures	Local officers, volunteers, and staff are trained and understand the local's obligations under PIPA.	
	Local officers, volunteers, and staff sign confidentiality acknowledgments.	
	Access to personal information is provided on a role-based model and on a "need-to-know" basis.	
Technical Measures	Access to systems containing personal information is role-based.	
	Network access and computer access is password protected; passwords are strong and regularly changed.	
	Networks and computers are secured, where possible, through methods such as firewalls, anti-virus protection, and encryption.	
	Hard drives on computers, photocopiers, fax machines are wiped clean or physically destroyed prior to being discarded.	



## BEST PRACTISES CHECKLIST

MEASURES	PRACTICE	ACTION NEEDED
Physical Security	A record of key allocations is kept.	
	A system is in place for ensuring keys are returned.	
	Documents are shredded prior to being recycled.	
	Staff adopt a “clean desk policy” as part of end of day procedures.	
	Laptops and other mobile devices are not left unattended at any time.	
Fax	Personal information is rarely sent by fax; when it is, phone calls are made prior to sending it to ensure that someone is available to receive it.	
	Faxed materials include a cover sheet with a disclaimer about the confidential nature of the information.	
Email	Personal information is transmitted by email ONLY if the individual has agreed to such transmission.	
	Personal information is only transmitted on secure <i>bctf.ca</i> addresses and never on commercial email.	
	Passwords for generic <i>bctf.ca</i> addresses are changed when they are reassigned.	
	Email passwords are never shared.	
Technical Protocols	Users program computer screensavers to function after a short interval of inactivity.	
	Laptop users turn off file share when accessing public networks.	
	File sharing sites such as Dropbox and Google Docs are not used for sensitive, personal information transmission.	
	Unauthorized software is not downloaded onto Local computers.	
	Access to systems containing personal information is terminated or modified as roles change.	
	End of day procedures include instructions for logging off the computer and network.	

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### General Privacy and Confidentiality Acknowledgement

In accordance with British Columbia *Personal Information Protection Act* (PIPA) and applicable local policy, I am aware of the need to protect all personal information to which I have access in the course of my employment/volunteer/elected activities with the local. I understand that I am to use the personal information only for the purposes for which it was collected and purposes consistent with my employment/volunteer/elected responsibilities. I understand that I am to only disclose personal information as required or authorized by law. I understand that discipline or sanctions, up to and including dismissal (as per relative collective agreements), may result if I, through intent or negligence, access, collect, use, disclose, or dispose of personal information without authority. I understand that my legal obligation does not end with my employment/volunteer/ elected activities at the local but continues in perpetuity and that failure to keep confidential the personal information of individuals is grounds for legal action.

By my signature I acknowledge that I have read and understand this obligation.

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Role

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date