

# **OKANAGAN SKAHA TEACHERS' UNION**

## **POLICIES**

November 2017 (Revised)

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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. BEGINNING TEACHERS CONFERENCE SUPPORT**

- 1.1 For contract teachers the OSTU will consider the Friday as G.6 Leave for Union Business. Therefore, the OSTU will pay the TTOC cost. In addition the OSTU will reimburse the teacher for accommodation costs at BCTF rates for up to two (2) nights (must submit receipts) and will subsidize travel costs with a grant of \$100.00 payable upon return (must submit receipts).
- 1.2 For TTOC's the OSTU will pay the same amounts for travel and accommodation as per contract teachers except that Beginning TTOC's attending The Beginning Teachers' Conference be considered as attending Pro-D and apply to their Pro-D fund for salary compensation. TTOC's must submit receipts for travel and accommodation.

## **2. ELECTIONS**

### **2.1 Chairperson**

That the Past President or Second Vice President or another member appointed by the Executive be the Nominations Chairperson and that the Nominations Chairperson 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.

### **2.2.1 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 Nominations Chairperson five (5) working days prior to the date of the February General Meeting to be included in the nominations committee report. Nominations will be accepted from the floor.

### **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 Nominations Chairperson five (5) working days prior to the date of the OSTU AGM, to be included in the nominations committee report. Nominations will be accepted from the floor. That all members letting their names stand for nomination as a BCTF AGM delegate, or for an OSTU Executive position, and those members nominated from the floor, 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 Chair or the nominating Chair who 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 in any form, either verbal or in writing, divulge tallies taken during the counting of the ballots.

## 3. **PRIVATE SCHOOL INCLUSION**

- 3.1 That no Public School's or student's participation be restricted by the inclusion of a Private School in an activity.
- 3.2 That Private Schools may be included when there is adequate time, space, and funding such that no Public School is negatively impacted by the inclusion of a Private School.
- 3.3 That the decision regarding these matters be determined by the appropriate committees consisting of Public School employees only.
- 3.4 That where a decision reached by a committee conflicts with the personal views of a teacher regarding Private School inclusion, the teacher may exercise his or her right to withdraw the voluntary service and be supported in that decision.
- 3.5 That Private School inclusion in extra-curricular exhibition play be at the total discretion of the Public School teacher/coach involved.

#### **4. REQUEST FOR FUNDS (NON BUDGET ITEMS)**

- 4.1 The request must be made by giving notice of motion at 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.

#### **5. RETIREMENT RECOGNITION - (Revised 2015)**

- 5.1 The OSTU fund retirement recognition gifts will be based on the following formula:
- a. Ten (10) dollars for each of the first ten (10) years of membership with the Okanagan Skaha Teachers' Union.
  - b. Five (5) dollars for each year of membership with the Okanagan Skaha Teachers' Union subsequent to the first ten years.
  - c. The maximum dollar amount shall not exceed one hundred and fifty (150) dollars for the 1997/1998 school year and shall not exceed two hundred (200) dollars in subsequent years.

#### **6. OSTU EDUCATION AWARDS (Revised 2016)**

- 6.1 The OSTU will present awards to the graduating classes of Okanagan Skaha Secondary Schools' students who qualify.
- 6.2 The amount budgeted for awards will be split equally between the secondary schools of the Okanagan Skaha School District.
- 6.3 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.
- 6.4 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)
- 6.5 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.
- 6.6 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.

- 6.7 All OSTU awards must be used within two years of graduation.
- 6.8 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.
- 6.9 The disbursement of funds will be from the OSTU office upon application by the successful candidates with the necessary documentation.
- 6.10 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.

## **7. STUDENT SUPPORT GRANT (STUDENT LEADERSHIP)**

- 7.1 The maximum grant for each applicant will be \$100.00.
- 7.2 The activities engaged in must be school related.
- 7.3 The application must state how the activities engaged in will impact the school.
- 7.4 Priority will be given to those activities that have a direct return for the school.
- 7.5 Grants may be approved by **either** the OSTU Executive Committee or the OSTU Representative Assembly.

## **8. TEACHER REPRESENTATIONS**

- 8.1 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 staff rep assembly prior to its presentation.
  - b. The proposal must be in written form and may be accompanied by an oral presentation.
- 8.2 The OSTU meeting will vote on the acceptability of the proposal.
- 8.3 If time does not permit the individual or group to seek endorsement through an Executive or Staff 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 staff rep assembly.

## **9. PAY FOR Union REP TRAINING**

- 9.1 All members attending Union Representative training are at work and should receive 100% of salary.
- 9.2 Part-time teachers will be paid on scale to attend Union Representative Training that is in excess of their part-time appointment, not to exceed a full day's salary.

## **10. DEATH IN SERVICE RECOGNITION**

- 10.1 Teachers who have passed away while still in the employ of Okanagan Skaha School District (#67) 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 \$150.00 or
  - b. A contribution to a memorial as deemed appropriate by the member or his/her family up to the same amount as in 10.1.

## **11. OSTU EQUIPMENT SALES (Redundant and/or Replacable)**

- 11.1 OSTU will advertise any such equipment for sale to OSTU members. Advertisements will be distributed to staff reps to be posted in staff rooms. The advertisement will request confidential sealed bids.
- 11.2 Thirty days will be allotted for submitting bids from the date posted on the advertisement.
- 11.3 The highest bid will be accepted.
- 11.4 In the event of identical highest bids, the first bid received shall be the successful bid.
  - 11.4.1 In the event no bids are received the equipment will be advertised in the classified ads of local papers with a price as determined by an evaluation by a qualified equipment dealer and sold at that price or the nearest best offer.

## **12.0 CAPITAL EXPENSES**

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

### **13.0 MILEAGE** (FALL 2015)

- 13.1 OSTU will reimburse, at the BCTF mileage rate, elected school union reps (PD, Health and Safety, TTOC, Ab Ed, SJ) and Executive Committee members travelling to Representative Assembly and/or Executive meetings if the meeting does not occur on a day of work.
- 13.2 Claims for single round trips of 25 kms or less are not eligible for reimbursement.

### **14.0 HEALTH AND SAFETY**

- 14.1 Okanagan Skaha Teachers' Union (OSTU) is represented on the School District #67 Health and Safety Committee by the elected chairperson of the OSTU Health and Safety Committee.
- 14.2 Meetings are held monthly. The Health and Safety Chairperson will report back to the OSTU Executive and the OSTU Rep Assembly.
- 14.3 School based Health and Safety representative 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.
- 14.4 School Health and Safety Committee Reps may attend the District Meeting when invited by the OSTU Health and Safety Chairperson.
- 14.5 Notification of OSTU School Health and Safety Committee members will take place at the beginning of every school year (September).

### **15.0 CONFLICT OF INTEREST POLICY**

- 15.1 The Okanagan Skaha Teachers' Union will take all reasonable steps to ensure that conflicts of interest are avoided.
- 15.2 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.



- 15.3 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.
- 15.4 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.
- 15.5 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.

## **16.0 Privacy Policy for Okanagan Skaha Teachers' Union Members**

- 16.1 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.

### **16.2 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.

### **16.3 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.

#### **16.4 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

#### **16.5 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.

#### **16.6 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.

#### **16.7 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.

### **17.0 Professional Development**

- 17.1 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.
- 17.2 The OSTU commits to maintaining and supporting the position of Professional Development Chairperson, as bound by Collective Agreement language and practice. Further, OSTU recognizes the importance that tangible support of the PD Chair release has on the quality of PD opportunities available to members.
- 17.3 The current release of the PD Chairperson is 0.2 fte. Costs associated with the PD Chair release shall be paid for from PD accounts (Contract teachers and TTOCs). Motions to cover these costs will be taken annually to the District PD Funding Committee.

- 17.4 In recognition of the work and time given to PD related business, the Professional Development accounts shall be billed for 25% of the full wage costs of the OSTU Office Manager.
- 17.5 The banking charges associated with the Professional Development accounts shall be invoiced to those same accounts.
- 17.6 The Treasurer of the Okanagan Skaha Teachers' Union shall be invited to attend meetings of the District Professional Development Funding 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.
- 17.7 The President, the Treasurer and one OSTU Pro D Rep shall be the three representatives, with voting rights of the Union to the District Professional Development Funding Committee.
- 17.8 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)

## **18.0 Standing Committees**

- 18.1 Standing Committees are established by the democratic processes of the Okanagan Skaha Teachers' Union as are required.

- 18.2 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.

## **19.0 Member Support Funds**

- 19.1 As part of the annual budgeting process the Executive may recommend a line item designated "Member Support Funds".
- 19.2 The funds are to be used exclusively to provide emergency financial support to members undergoing employer investigations, BCCT investigations, or other contractual processes.
- 19.3 Any expenditures must be approved by the OSTU Treasurer and OSTU President.
- 19.4 No single member shall receive more than \$500 of support from the fund.

## **20.0 Member Complaint**

- 20.1 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."