

# OKANAGAN SKAHA TEACHERS' UNION

## POLICIES

April 2015

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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**

The OSTU will pay,

- 1.1 For contract teachers the OSTU will consider the Friday as A.9 Release Time for Local, BCTF, and CTF Business. Therefore, the OSTU will pay the TOC 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 TOC's the OSTU will pay the same amounts for travel and accommodation as per contract teachers except that Beginning TOC's attending The Beginning Teachers' Conference be considered as attending Pro-D and apply to their Pro-D fund for salary compensation. TOC'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.

### **2.2 BCTF AGM Delegates**

That 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**

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.

Scrutineers will be appointed from the floor of the meeting and moved by the Chair and seconded by a Member of the meeting assembly.

The Scrutineers will be endorsed by a majority show of hands by the meeting assembly prior to the election process(es) taking place.

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.

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.

When a motion is made to destroy the ballots, the Scrutineers shall have the responsibility of ensuring they are properly disposed of.

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. It is the responsibility of the Chair to remind the Scrutineers about the confidentiality of the ballots prior to each election.

### **3. PRIVATE SCHOOL INCLUSION**

The need for a Board policy on this issue is unnecessary – the participation of teachers in extra-curricular activities is, by contract, voluntary; therefore, this issue is one of individual choice. – This is, therefore, also the same situation for the Union in that, because we bargained strenuously that extra-curricular is voluntary, we cannot now direct our member participation or non-participation.

The OSTU guidelines for member committees dealing with these issues will be:

- 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 be included only where the committees determine 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.

These guidelines are to be distributed to all teachers and the Board.

### **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*)**

The OSTU fund retirement recognition gifts based on the following formula:

- 5.1 Ten (10) dollars for each of the first ten (10) years of membership with the Okanagan Skaha Teachers' Union.
- 5.2 Five (5) dollars for each year of membership with the Okanagan Skaha Teachers' Union subsequent to the first ten years.
- 5.3 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. SCHOLARSHIPS**

The OSTU will present to the graduating classes of Penticton Secondary School, Princess Margaret Secondary School and Summerland Secondary School awards of both scholarships and bursaries. In the awarding of scholarships only, for those students who qualify, preference will be give to the children of members of OSTU.

- The amount budgeted for scholarships and bursaries will be split between the three secondary schools of the Okanagan Skaha School District.
- All scholarships and bursaries will only be paid out after proof of attendance and proof of payment at a recognized post secondary institution is provided to OSTU.
- All scholarships and bursaries must be used within two years of graduation.
- Selection of candidates will be determined by the authorized selection committees of the three secondary schools and restricted only to what is in place in this policy.
- The disbursement of funds will be from the OSTU office upon application by the successful candidates with the necessary documentation.
- The amount of funding supplied to each of the three 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 three schools will be limited to the total line budget for scholarships approved by the 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**

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:

- 8.1 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.
- 8.2 The proposal must be in written form and may be accompanied by an oral presentation.
- 8.3 The meeting will vote on the acceptability of the proposal.
- 8.4 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.
  - 8.4.1. In this event a short report will be made at the next executive meeting or staff rep assembly.



## **9. TOC PAY FOR STAFF/PRO D REP TRAINING**

OSTU believes that all members attending Staff Representative and PD Representative training are at work and should receive 100% of salary. (100% of salary is defined as 1/189<sup>th</sup> of the members' regular scale placement).

- 9.1 That teachers on call be compensated for staff rep training and PD rep training at a per diem rate of 1/189 of the member's regular scale payment, or the rate of pay for teachers on call in accordance with the collective agreement then in force in the teacher's own district, whichever is the greater.
- 9.2 Part-time teachers will be paid on scale to attend Staff/Pro-D Representative Training that is in excess of their part-time appointment, not to exceed a full day's salary.
- 9.3 Teachers who have to work outside of the regular school day will be granted time in lieu if required to work on the day(s) of staff rep training.

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

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:

- 10.1 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
- 10.2 A contribution to a memorial as deemed appropriate by the member or his/her family up to the same amount as in 10.1.
- 10.3 Contributions will be approved by the OSTU Representative Assembly.

## **11. OSTU EQUIPMENT SALES**

Any used office equipment that either is deemed redundant or needs to be replaced shall be dispensed with as follows:

- 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.
- 11.5 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 EQUIPMENT RESERVE**

As per the motion of the Representative Assembly of October 2002, an equipment reserve fund will be established to replace office equipment that ceases to function. This fund will be allowed to build to a maximum of twenty five thousand dollars (\$25,000). Fifty percent (50%) of any surplus at the year-end will designated to this fund.

## **13.0 LONG TERM INVESTMENT**

The current (as of June, 2002) term deposit of one hundred thousand dollars (\$100,000) will be re-invested each year until there are sufficient funds available to the Local to consider purchasing a building to house their operations. Fifty percent (50%) of any surplus at the year-end will be applied to this investment.

## **14.0 HEALTH AND SAFETY**

Okanagan Skaha Teachers' Union (OSTU) is represented on the School District #67 Health and Safety Committee by the 2 chairpersons of the OSTU Health and Safety Committee. (The Chairperson for the Secondary Schools and the Chairperson for the Elementary Schools).

Meetings are held monthly. Representatives report back to the OSTU Executive.

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.

School Safety Committee Reps may attend the District Meeting when invited by either OSTU Secondary Rep or OSTU Elementary Rep.

Notification of OSTU School Safety Committee members will take place at the beginning of every school year (September).

## **15.0 CONFLICT OF INTEREST POLICY**

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

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**

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.

### **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.

### **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.

### **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

### **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.

### **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 #102 – 543 Ellis Street, Penticton, V2A 4M4 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.

### **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 Okanagan Skaha Teachers' Union Policies** **Professional Development**

17.0 The OSTU contingent of the Professional Development Funding Committee shall consist of the Chairperson of the Professional Development Committee, who has voting rights and will chair these meetings, the President and the Treasurer, who shall have voting rights, and one member of the Professional Development Committee other than the chairperson elected by the Professional Development Committee, who shall have voting rights.

17.1 The Professional Development Committee of the Okanagan Skaha Teachers' Union, as a basic principle, always encourages OSTU members to avail themselves of Professional Development activities as frequently as they can afford to do so. The Professional Development Committee acknowledges the onus the Professional Standards for Educators of the BC College of Teachers places on teacher to engage in on-going learning and development of teaching practice and strategies as outlined in Performance Standard 7: Educators engage in career-long learning. Educators engage in professional development and reflective practice, understanding that a

hallmark of professionalism is the concept of professional growth over time. Educators develop and refine personal philosophies of education, teaching and learning that are informed by theory and practice. Educators identify their professional needs and work to meet those needs individually and collaboratively.

- 17.2 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.

## **18.0 Standing Committees**

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