

MISSION TEACHERS' UNION

POLICIES

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1001 PURPOSE OF MTU POLICY

From time to time, the Union may wish to make a statement of policy. In general, the policy will state the views or expectations of the Union on a given matter. The Union will generally confine its policy statements to matters which relate to educational affairs.

A statement of policy shall not conflict with the Constitution. Rather, it shall serve as a guide to members and to those who represent the Union, as well as to other bodies which deal with the Union.

February 3, 1988

1011 ADOPTION OF POLICY

The Union shall adopt policy by the following procedure:

1. A policy motion may be proposed by any member or committee of the Union.
2. The motion shall be presented as an attempt to set ongoing Union policy.
3. The motion shall be pre-viewed by the next Executive Meeting, which may offer a recommendation on the motion.
4. The motion shall then be presented to the next General Meeting, where a simple majority shall be sufficient for adoption.

January 28, 1987

1012 AMENDMENT OF POLICY

The Union shall amend (or rescind) policy by means of a motion to amend (or rescind), which shall follow the same procedure as in Policy #1011.

January 28, 1987

1201 REPRESENTATION

Every member of the MTU shall have a voice and a vote at all meetings of the Union.

November 12, 1986

1202 HONORARY LIFE MEMBERSHIP

Following retirement a member with a long standing record of service to the Union may be granted an honorary life membership by a majority vote at a general meeting.

September 28, 1988

1211 OBSERVANCE OF CONTRACT

Members shall adhere to the terms and conditions of any the Collective Agreement between the Union and the School Board.

April 27, 1988

1221 POLITICAL NEUTRALITY

The MTU regrets the existence of political parties within the BCTF. As an organization, the MTU will neither join nor endorse any political party within the BCTF.

Similarly, neither the MTU nor any of its officers will endorse any candidate for political office, if such candidate seeks election as a member of a political party within the BCTF

February 6, 2008

1301 OFFICE OPERATION

The MTU shall operate the office during the period of the week before the new school year begins to the end of the first week of summer break, exclusive of statutory holidays, Spring Break and Christmas Break.

The outgoing President will operate the office through to June 30th. The incoming President will operate the office from July 1st. By mutual consent, the two presidents may vary the transition date by up to four days.

At the discretion of the incoming President and in the event that the business of the Union warrants, the outgoing President may be employed two additional days for transition.

The President or Vice-President shall be reimbursed on a per diem basis on their salary in relation to Policy 1301 as per Article B.33 Work Beyond the School Year at 1/200 of his/her basic annual scale.

March 31, 1993

amended: February 1, 1995

amended: September 25, 2013

1302 PRESIDENT’S ALLOWANCE

In recognition of the responsibilities of the position, the President shall receive an annual allowance equal to that of a Department Head.

In the event that a President holds the position for a portion of the year, the allowance shall be pro-rated to that portion of full time equivalent.

February 14, 1991

1303 OFFICE STAFF WORKLOAD

The MTU office staff shall be treated in a respectful and professional manner at all times.

When members of the Executive, Staff Reps and/or committees generate work for the union, that work shall be submitted to the Office Manager for distribution as appropriate.

There is no guarantee that work submitted to the office less than 5 days before the anticipated publishing date can be completed by the time desired. Any such work (involving less than 5 days notice) shall be coordinated through the President in compliance with the LEG/LEU Collective Agreement.

September 27, 2006

1304 MEETINGS

It is the expectation that all Union meetings will be conducted in an expeditious and respectful manner:

- 1. Meetings will operate according to Robert's Simplified Rules of Order.
- 2. Opportunity will be given for expression of all points of view on any issue.
- 3. At no time will it be acceptable for any member to call into question any other member's motives, personality or integrity.

September 27, 2006

1305 SCENT FREE ENVIRONMENT

All MTU Meetings are scent-free, and members are requested not to wear perfume, cologne, or any scented products.

The MTU will lobby the school board to develop and implement policies for scent-free worksites.

The MTU office is a scent-free environment.

May 23, 2007

1311 CONFIDENTIALITY - EMPLOYEES

Representatives and employees of the MTU should hold confidential all personal and professional information regarding any member. This information may include but is not limited to: telephone number; address; social insurance number; workplace; employment status; family.

Such information will not be shared with any agency outside of the MTU and the BCTF, without the express permission of the member. Where special circumstances warrant, and in the best interests of the member, the President may share relevant information.

From time to time, representatives and employees will necessarily have access to printed information about members. Care must be taken that this information is kept secure during the period of use, and that it be properly filed, or shredded, after use.

May 14, 1997

1311.1 CONFIDENTIALITY – REPRESENTATIVES

1. The Mission Teachers' Union recognizes that the Executive may have access to confidential information about MTU business, other employees and individual teachers.
2. Confidentiality shall be respected by all Executive members.
3. Information about MTU business, other employees and individual teachers is to be treated with utmost confidentiality. Any Executive member who has been deemed by the local table officers to have acted negligently with respect to dissemination of confidential information shall have a letter placed in their MTU file.
4. Should an Executive member be found to breach confidentiality for a second time, that Executive member will be removed from their position, shall be referred to the Ethics Committee and Table Officers and shall not be eligible to hold an Executive position or five years.

September 30, 2015

1312 CONFLICT OF INTEREST

A member or representative of the MTU may be deemed to be in a conflict of interest when that person has an individual vested interest in the actions of a decision-making body of the MTU.

1. A member who may be deemed in a conflict of interest shall declare that interest before participating in discussion of the matter at a decision-making body of the MTU. The member shall refrain from voting on the matter.
2. A member who is serving on a MTU committee, or as a MTU rep on a bilateral/multilateral committee, shall not participate in any deliberations on the matter which presents the conflict.
3. A member who is serving on the MTU Executive or as a Staff Rep, and who has a vested interest in a decision of these bodies, shall not participate in any deliberations on the matter which presents a conflict. The member, like any member of the MTU, has the

right to make a presentation on the matter before the decision-making body begins its deliberations.

The MTU will take all reasonable steps to ensure that conflicts of interest are avoided.

It is the responsibility of all MTU officers to bring to the attention of the MTU any potential, apparent or real conflicts of interest. Conflicts of interest include, but are not limited to, situations where:

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

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 MTU or BCTF members.

When a conflict of interest arises, the MTU executive shall determine what steps are necessary in the circumstances. Examples of steps that may be taken include:

1. the officer absents herself/himself from the discussion and vote on any matter that gives rise to the conflict;
2. the officer no longer represents members vis-à-vis the school board (i.e. delegates the function of representing members to another officer);
3. the officer removes herself/himself from the decision-making of the MTU by:
 - 3.1 taking a leave of absence until such time as the conflict no longer exists; or
 - 3.2 resigning her or his position with the MTU.

January 20, 1999
amended: September 27, 2006

1313 MTU PRIVACY POLICY FOR MEMBERS

The Mission Teachers' Union (MTU) is committed to protecting the privacy and confidentiality of our members' personal information.

The MTU is committed to complying with the British Columbia Personal Information Protection Act [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 means information about an identifiable individual. Examples include name, home address and phone number, social insurance number, and medical information.

Privacy Officer means the individual designated responsibility for ensuring that the Mission Teachers' Union complies with this policy and PIPA.

Personal Information Collected

The MTU 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:

1. Name
2. Home address and telephone number
3. Social insurance number
4. Birth date
5. Gender

Additional information may be collected to fulfill the MTU's obligations to its members or to provide specific services. This information will only be collected as required and with the member's express consent, at which point the member will be fully apprised of the purposes for collection and how the information will be used.

Use of personal information

The information collected is used to fulfill the MTU's obligations to its members as set out in the MTU Policy Book, to provide specific services as required, and to fulfill the role as the bargaining agent representing members. The uses of personal information include:

1. Identification
2. To confirm eligibility for services
3. To comply with various professional, legal and regulatory requirements
4. To provide services related to the Salary Indemnity Plan, legal services, grievances, Workers' Compensation Board advocacy, and pension plan advocacy and assistance
5. To provide PSA memberships and associated services

Protection of personal information

The MTU is committed to protecting all personal information from unauthorized use or disclosure. This commitment means that:

1. The MTU will use personal information only for the purposes we have identified.
2. The MTU will not disclose your personal information without permission unless required by law.
3. The MTU will employ appropriate security measures to ensure only authorized individuals have access to personal information.

4. The MTU will keep personal information only as long as required.
5. When personal information is no longer required, it will be destroyed in a confidential, secure method.

Members' Rights

As prescribed by the Personal Information Protection Act, members have certain rights of access and correction in regard to personal information.

Requests for access or corrections and any complaints, concerns, or questions must be made in writing and directed to:

The Current President
 Mission Teachers' Union
 #100-33344 2nd Avenue
 Mission, BC V2V 1K3

October 6, 2004

1321 MISSION TEACHERS' UNION RESOURCE LIBRARY

1. The library will be the complete collection of resource materials donated to the Mission Teachers' Union or purchased by funds received by the Mission Teacher's Union.
2. The borrower is responsible for full payment for replacement of a resource if it is lost or damaged beyond repair.
3. The day-to-day operating procedures of the Library will be determined and advertised by the MTU Office Manager, in consultation with the President, subject to direction of the MTU Executive.
4. Procedures regarding use of the library and its materials should be posted in the office, published in the MTU express at the start of every school year, and made available to members upon request.

**Amended: October 15, 2008
 May 24, 2006**

1322 MTU ARCHIVES

The MTU shall maintain paper archives according to the following:

Accounting	- 7 years
Bargaining Notes	- No Limit
Board Minutes	- 7 years
Board Enrollments	- 5 years
Board Financial Statements	- 7 years
BCTF Information	- 1 year
Committee Meeting Minutes (ie: H&S, JEAC, TOC, ProD)	- 7 years
Correspondence	- No Limit
Employee Payroll Records	- 7 years
General Files	- 5 years
MTU Minutes & Agendas	- 20 years
Newsletters	- No Limit
Postings/Staffing	- No Limit
Warranties	- End of Warranty period

May 23, 2007

1411 LOCAL SPECIALISTS ASSOCIATIONS

The MTU encourages the formation of Local Specialists Associations (LSA's). To this end, the MTU will grant the sum of one hundred dollars (\$100.00), upon application, to help defray any legitimate start-up costs.

The MTU further supports the operation of LSA's by providing clerical support through the MTU office. LSA's may apply to the Union for further, specific support.

February 16, 1994

1412 STRIKE & LOCKOUT SUPPORT

The MTU supports its colleagues who are affected by strike or lockout, with moral, organizational and financial support.

The MTU, with the approval of the MTU Executive or General Meeting, will provide financial support according to the following schedule:

1. CUPE (Mission)
 - on strike themselves: \$1.00 per FTE (MTU)
 - honoring MTU pickets: \$1.00 per FTE (MTU)

2. Other B.C. teachers
 - on strike themselves: \$1.00 per FTE (MTU)
 - locked out: \$2.00 per FTE (MTU)
 - honoring support staff pickets: \$1.00 per FTE (MTU)

These amounts are intended to apply to a strike or lockout of two weeks duration or less. Further support may be sought upon application to the Union.

February 16, 1994

1413 DISPOSAL OF EXCESS EQUIPMENT

The MTU shall dispose of excess equipment in the following manner:

1. The specified equipment shall be advertised in the Union Express or a President's newsletter.
2. Sealed, written bids shall be accepted from members and employees for two weeks from the time of advertisement.
3. Upon expiry of the 2-week bid period, the bids shall be opened and the equipment sold to the highest bidder.
4. The MTU shall maintain a file of each such sale.
5. The Executive Committee may choose to set a reserve price.

February 16, 1994

1414 CLAIM FOR EXPENSES

The MTU believes that a member should not be personally out-of-pocket for expenses incurred when serving as a representative of the MTU.

Expense claims, together with appropriate receipts, shall be submitted on the official MTU expense claim form, in order to be re-imbursed. This form shall be authorized by a General Meeting of the MTU.

The re-imbursement rates for meals, travel and accommodations shall be the same as the rates set by the BCTF.

Reasonable daycare costs shall be re-imbursed for:

1. Members of the Executive attending meetings of the Executive Committee. If the meeting and/or training occurs on a non-work day for the member, or if the training day goes beyond the normal school day, the MTU would be responsible for the extra expense.
2. Staff Representatives attending Staff Representative meetings and/or training. If the meeting and/or training occurs on a non-work day for the member, or if the training day goes beyond the normal school day, the MTU would be responsible for the extra expense.
3. Any MTU member attending any meeting as an official representative of the MTU.

January 25, 2006

1421 GENERAL RESERVE FUND

The purposes of the Reserve Fund are to:

1. ensure that the MTU can meet, without undue delay, special or emergent significant expenses that could not reasonably have been anticipated and budgeted for at the time the annual budget is adopted; and
2. to allow the MTU to have the financial means to respond effectively to any crisis in education.
3. Provide the MTU with the option of improving its office facility.

Any revenue generated by the Reserve Fund remain in the Reserve Fund.

The Reserve Fund shall be financed by an allocation from the membership fees of active members, such allocation being determined each year at the time the budget is approved.

Expenditures from the Reserve Fund shall be approved by a General Meeting of the MTU. A 2/3 majority is required for expenditure approval.

As an objective, the MTU shall achieve a balance in the Reserve Fund equal to 50% (fifty percent) of the annual fees collected.

In accordance with the Collective Agreement with its employees, the MTU shall also maintain an Office Staff Sick Leave Reserve Fund and an Office Staff Retirement Reserve Fund.

February 16, 1994
Revised January 24, 2007
Revised September 2009

1901 MTU SCHOLARSHIP

Each year, the Union shall make available three (3) scholarships. The actual value of the scholarships shall be set from year to year through the regular budget process.

One scholarship shall be designated for the child of an employee or a member, in good standing, of the MTU who is graduating from grade 12. If no qualified student applies, the Executive may consider a student who is otherwise related to a MTU member (e.g. grandchild, nephew, niece, etc.)

The second scholarship shall be designated for another student who is graduating from grade 12 from a Mission school and who is planning a career in education.

The third scholarship shall be called the Mark Bradshaw Scholarship and shall be for any student of any age graduating from any program in Mission who is pursuing a career in the trade, service, or technology industries.

The Executive shall advertise the scholarships, explaining the designation, the criteria, and the deadline for applications. They shall strike an ad hoc committee of 3-5 MTU members, who will consider the applicants “blind”, using the following criteria:

1. academic achievement
2. student and community activities
3. letters of reference
4. application presentation

The committee will present its recommendations to the Executive. Scholarships are awarded by decision of the Executive. The Executive may decide to award no scholarship(s) if there are no qualified applicants.

To receive a scholarship, the successful applicant must graduate from Grade 12 or in the case of the Mark Bradshaw any program in Mission and show proof of registration in a post secondary

program of study. The successful applicant has 2 years from the date of the award to satisfy these requirements.

The Executive may arrange to present notification of the scholarships and the conditions for receiving them, at the Awards Nights of the successful applicants' schools.

June 13, 1990
amended: March 20, 1991
amended: February 16, 1994
amended: May 16, 1994
amended: June 23, 1998
amended: September 16, 1998
amended: April 7, 1999
amended: January 29, 2020
amended: May 25, 2022

2001 EXECUTIVE COMMITTEE

Subject to the wishes of the members, as expressed at a General Meeting of the Union, the Executive Committee shall generally administer the affairs of the Union.

Executive members who have specific responsibilities shall report to the Executive Committee and to the members at General Meetings.

November 12, 1986

2002 RECALL OF EXECUTIVE COMMITTEE MEMBERS

When a member of the Executive Committee has missed three meetings of that body, the Executive Committee shall inquire into the reason(s) for the absences. If the Executive Committee deems that the absences are for insufficient cause, they shall forward a motion to the next regular General Meeting, recommending that the absentee's position be declared vacant. The final decision shall rest with the General Meeting.

June 9, 1987

2003 ELECTION OF EXECUTIVE

For the positions of table officers, and Committee Chairs, candidates shall be those members who are duly nominated at the AGM.

The Bargaining Chair shall be selected in accordance with Policy 2113.

Where there are more than 2 candidates for the above positions in 2003, the successful candidate shall be elected through successive run-off ballots, dropping the candidate with the lowest vote total after each ballot, until one candidate achieves at least 50% +1 of the votes cast.

For the position of Member-at-Large, the successful candidates shall be those who receive the highest number of votes. If successive run-off ballots are required, the candidate with the lowest vote total shall be dropped from the ballot.

March 31, 1993
amended: December 4, 1996
amended: January 27, 2021

2004 MEETINGS OF THE EXECUTIVE COMMITTEE

At its first meeting of the year, the Executive shall determine its schedule of regular meetings. The agenda shall be circulated to each member of the Executive seven (7) days in advance of the meeting.

Special meetings of the Executive Committee may be called:

1. by the President, or
2. upon the written request of one third of the members of the Executive Committee.

Notice for such meeting(s) shall be given to all members of the Executive Committee, with a specific statement of the agenda to be considered, at least 24 hours in advance.

September 29, 1993
amended: January 20, 1999

2110 DUTIES OF THE PRESIDENT

The President is a member of the Executive Committee and shares the duties and prerogatives of that body. Specific responsibilities of the President are as follows:

1. To manage the affairs of the Union on a day to day basis.
2. To chair all meetings of the Executive Committee, the Staff Rep Assembly, and the Union; and to prepare the Agenda for these meetings. The President may appoint a Member to chair the meetings.
3. To represent the Union's interests to the School Board, the BCTF, and the community at large.
4. To serve as first Local Rep to the BCTF
5. To serve, ex officio, on all committees of the Union.
6. To ensure that the work of Union Committees is current and is coordinated with that of other Committees.
7. To perform such other duties as assigned by Executive or General Meetings.
8. The President may not agree to an interpretation of the contract that would in any way reduce or lessen any rights that are currently enjoyed by members.
9. To carry out regular school visits.
10. To regularly publish a President's Report to the members.

November 12, 1986
amended: January 25, 1989
amended: September 26, 1990
amended: January 29, 1992
amended: March 31, 1993
amended: February 1, 1995
amended: December 4, 1996
amended: October 2, 2002
amended: May 21, 2008
amended: May 25, 2022

2111 DUTIES OF THE VICE-PRESIDENT

The Vice-President is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Vice-President are as follows:

- 1. To carry out the duties of the President during the President’s absence or disability.
- 2. To generally assist the President in conducting the affairs of the Union.
- 3. To serve as second Local Rep to the BCTF.
- 4. To perform such other duties as assigned by Executive or General Meetings.

November 12,1986
amended: October 28, 1987
amended: January 25, 1989
amended: January 29, 1992
amended: December 4, 1996
amended: October 2, 2002

2112 DUTIES OF THE SECRETARY - TREASURER

The Secretary - Treasurer is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Secretary - Treasurer are as follows:

- 1. To record and distribute minutes of Executive and General Meetings.
- 2. To send, receive and file correspondence on behalf of the Union.
- 3. To have care of the monies of the Union, fees and otherwise
- 4. To present at the May General Meeting a budget, prepared by the Executive, for ratification by the General Meeting.
- 5. To report on the state of the Union’s finances to Executive and General Meetings.
- 6. To perform such other duties as assigned by Executive or General Meetings.

January 28, 1987
amended: January 29, 1992
amended: April 27, 1994
amended: May 14, 1997
amended: January 28, 2004

2113 DUTIES OF THE BARGAINING CHAIR

The Bargaining Chair is a member of the Executive Committee for the duration of his/her term, and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Bargaining Chair are as follows:

1. To serve as Chair of the Bargaining Committee and the Negotiating Team.
2. To serve as Chief Negotiator. The Bargaining Chair may appoint a member of the Negotiating Team to serve as Chief Negotiator.
3. To perform such other duties as assigned by Executive or General Meetings.
4. To communicate to members with respect to their area of responsibility.

The Executive shall appoint a member to be Bargaining Chair, from among those who apply for the position. The successful applicant will hold the position until negotiations have been concluded and an agreement has been ratified.

January 29, 1992
amended: December 4, 1996
amended: January 28, 2004
amended: May 21, 2008
amended: May 25, 2022

2114 DUTIES OF THE ECONOMIC WELFARE CHAIR

The Economic Welfare Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Economic Welfare Chair are as follows:

1. To call meetings and prepare agenda for the Economic Welfare Committee.
2. To chair all meetings of the Economic Welfare Committee.
3. To represent the Union's interests in all Economic Welfare matters.
4. To disseminate information and materials relating to Economic Welfare affairs.
5. To serve as MTU representative on the Benefits Management Committee; the Education Leave With Pay Committee, and the BCTF-SIP/District Rehabilitation Committee.
6. To perform such other duties as assigned by Executive or General Meetings.
7. To communicate to members with respect to their area of responsibility.

November 12, 1986
amended: January 25, 1989
amended: May 14, 1997
amended: September 29, 1999
amended: January 28, 2004
amended: May 21, 2008

2115 DUTIES OF THE WORKING CONDITIONS CHAIR

The Working Conditions (WC) Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the WC Chair are as follows:

1. To call meetings and prepare agenda for the WC Committee.
2. To chair all meetings of the WC Committee.
3. To represent the Union's interests in all WC matters.
4. To disseminate information and materials relating to WC affairs.
5. To perform such other duties as assigned by Executive or General Meetings.
6. To communicate to members with respect to their area of responsibility.

November 12, 1986
amended: January 20, 1999
amended: January 28, 2004
amended: May 21, 2008

2116 DUTIES OF THE PROFESSIONAL DEVELOPMENT CHAIR

The Professional Development Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Professional Development Chair are as follows:

1. To call meetings and prepare agenda for the Professional Development Committee.
2. To chair all meetings of the Professional Development Committee.
3. To represent the Union's interests in all Professional Development & In-service matters.
4. To disseminate information and materials relating to Professional Development affairs.
5. To serve as MTU Rep for JEAC & Mentoring committees.
6. To perform such other duties as assigned by Executive or General Meetings.
7. To communicate to members with respect to their area of responsibility.

January 28, 1987
amended: September 27, 2000
amended: January 28, 2004
May 21, 2008

2117 DUTIES OF THE COMMUNICATIONS CHAIR

The Communications Chair is a member the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Communications Chair are as follows:

- 1. To call meetings and prepare agenda for the Communications Committee.
- 2. To chair all meetings of the Communications Committee.
- 3. To edit and publish the Union’s newspaper.
- 4. To co-ordinate any Communications campaigns which are undertaken by the Union.
- 5. To perform such other duties as assigned by Executive or General Meetings.
- 6. To communicate to members with respect to their area of responsibility.

November 12, 1986
amended: April 27, 1994
amended: January 28, 2004
amended: May 21, 2008

2118 DUTIES OF THE TEACHER TEACHING ON CALL CHAIR

The Teacher Teaching on Call Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Teacher Teaching on Call are as follows:

- 1. To call meetings and prepare agenda for the Teacher Teaching on Call committee meetings.
- 2. To chair all meetings of the Teachers Teaching on Call committee.
- 3. To represent the Union’s interests in all Teacher Teaching on Call matters.
- 4. To disseminate information and materials relating to Teacher Teaching on Call affairs.
- 5. To perform such other duties as assigned by Executive or General Meetings.
- 6. To communicate to members with respect to their area of responsibility.

January 25, 2006
amended: May 21, 2008
amended: May 25, 2021

2119 DUTIES OF MEMBERS-AT-LARGE

Members-at-Large are members of the Executive Committee and share the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of Members-at-Large are as follows:

- 1. To perform such other duties as assigned by Executive or General Meetings.

January 28, 1987
amended: January 28, 2004

2120 DUTIES OF THE FRENCH CHAIR

The French Chair is a member of the executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the French Chair are as follows:

- 1. To represent the Union in French matters.
- 2. To disseminate information and materials relating to French matters.
- 3. To perform such other duties as assigned by the Executive or General Meetings.

January 29, 2020

2121 DUTIES OF THE SOCIAL JUSTICE CHAIR

The Social Justice Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Social Justice chair are as follows:

- 1. To represent the Union in Social Justice matters
- 2. To disseminate information and materials relating to Social Justice matters
- 3. To perform such other duties as assigned by the Executive or General Meetings.

June 8, 1988
amended: June 23, 1998
amended: May 19, 2010
amended: January 29, 2020

2122 DUTIES OF THE INDIGENOUS CHAIR

The Indigenous Chair is a member of the Executive Committee and shares the duties and prerogatives of that body. The Indigenous Chair position shall be given priority to candidates who self-identify as Indigenous. If no candidates self-identify as Indigenous, the position may be filled by candidates who do not self-identify as Indigenous but will position themselves as an ally. All members of the Executive Committee shall serve as alternate Local Rep to the BCTF. Specific responsibilities of the Indigenous chair are as follows:

- 1. To represent the Union in Indigenous matters
- 2. To disseminate information and materials relating to Indigenous matters
- 3. To perform such other duties as assigned by the Executive or General Meetings.

**January 29, 2020
Amended: May 25, 2022**

2123 LOCAL EMPLOYER GROUP (LEG) CONTACT

The Executive Committee shall designate one of its members to serve as the Local Employer Group Contact with the BCTF. Specific responsibilities of the LEG Contact are as follows:

- 1. To represent the Union in LEG matters
- 2. To disseminate information and materials relating to LEG matters
- 3. To perform such other duties as assigned by the Executive or General Meetings.

December 4, 1996

2124 PAC UNION REPRESENTATIVE

The Executive Committee shall designate one of its member-at- large members to serve as the PAC Representative Chair. Specific responsibilities of the PAC Chair are as follows:

- 1. To represent the Union in PAC matters
- 2. To disseminate information and materials relating to PAC matters
- 3. To perform such other duties as assigned by the Executive or General Meetings.

May 28, 2014

2201 STANDING COMMITTEES

Standing Committees of the Union shall be the following:

- Economic Welfare
- Working Conditions
- Professional Development
- Communications
- Grievance Committee
- Social Justice

November 12, 1986
amended: January 25, 1989
amended: June 13, 1990
amended: January 20, 1999
amended: May 21, 2008

2202 MEMBERSHIP ON STANDING COMMITTEES

The chair of a Standing Committee is a member of the Executive Committee, and is normally elected at the Annual General Meeting of the Union.

Other members of the Executive Committee may be statutory members of a Standing Committee.

Additional members are appointed to Standing Committees upon being:

1. nominated by the Chair of that Committee, and
2. ratified by the Executive Committee.

These additional members shall remain as members of the Standing Committee so long as they enjoy the confidence of the Executive Committee or until the term of the Chair expires. (normally, June 30).

November 12, 1986

2203 AD HOC COMMITTEES OF THE UNION

Ad Hoc Committees are appointed by the President or the Union for a specific term or for a specific activity. Ad Hoc Committees may include, but are not limited to, the following:

- Nominating Committee
- Bargaining Committee
- Negotiating Team

November 12, 1986
amended: January 29, 1992
amended: December 4, 1996
amended: January 28, 2004

2210 BARGAINING COMMITTEE

The Bargaining Committee shall include the following members:

- Bargaining Chair
- Vice President
- President
- Economic Welfare Chair
- Working Conditions Chair
- Professional Development Chair
- Such other persons as are ratified by the Executive Committee.

The Bargaining Committee shall meet at the call of the Chair.

Specific responsibilities of the Bargaining Committee are as follows:

1. To advise the Chair on matters relating to agreements between the Union and the Board.
2. To assist the Chair in the preparation of the contract clause proposals.
3. To assist the Chair in documenting alleged breaches of any contract with the Board.

November 12, 1986
amended: January 25, 1989
amended: January 29, 1992
amended: December 4, 1996
amended: January 20, 1999

2211 NEGOTIATING TEAM

The Negotiating Team shall be nominated by the Bargaining Committee and ratified by the Executive Committee. Statutory members of the Negotiating Team shall be the following:

- Bargaining Chair
- President
- Vice President
- Working Conditions Chair
- Economic Welfare Chair

The Negotiating Team shall have a maximum of six members.

The Negotiating Team shall endeavor to negotiate an agreement-in-committee with the School Board. The Team shall report its progress and its recommendations to Executive Committee and General Meetings.

November 12, 1986
amended: January 25, 1989
amended: January 29, 1992
amended: December 4, 1996
amended: January 20, 1999

2220 WORKING CONDITIONS COMMITTEE

The Working Conditions (WC) Committee shall include the following:

- WC Chair
- President
- MTU Health & Safety Reps
- Such other persons as are ratified by the Executive Committee.

The WC Committee shall meet at the call of the Chair.

Specific responsibilities of the WC Committee are as follows:

1. to advise the WC Chair on matters relating to working and learning conditions.
2. to assist the Chair in the preparation of contract clause proposals, for presentation to the Bargaining Committee
3. to assist the Chair in documenting alleged breaches of the Working Conditions area of the Collective Agreement.

November 12, 1986
amended: May 14, 1997
amended: January 20, 1999

2230 PROFESSIONAL DEVELOPMENT COMMITTEE

The Professional Development (PD) Committee shall include the following members:

- PD Chair
- President
- The Chairs, or their delegates, of local P.S.A.'s
- PD Reps from each school
- Such other persons as are ratified by the Executive Committee.

The PD Committee shall meet at the call of the Chair.

Specific responsibilities of the PD Committee are as follows:

1. to advise the PD Chair in matters relating to Professional Development, Curriculum and In-Service
2. to organize and implement District-wide PD Days.
3. to serve as a communication medium within the Union, on matters relating to PD, Curriculum, Education Change and In-service.

November 12, 1986

2250 ECONOMIC WELFARE COMMITTEE:

The Economic Welfare Committee shall include the following members:

- Economic Welfare Chair
- President
- Such other persons as are ratified by the Executive Committee.

Specific responsibilities of the Economic Welfare Committee are as follows:

1. to advise the Economic Welfare Chair in matters relating to Economic Welfare.
2. to assist the Chair in the preparation of contract clause proposals, for presentation to the Agreements Committee.

**January 28, 1987
amended: January 25, 1989**

2280 COMMUNICATIONS COMMITTEE

The Communications Committee shall include the following members:

Communications Chair

President

Such other persons as are ratified by the Executive Committee.

The Communications Committee shall meet at the call of the Chair.

Specific responsibilities of the Communications Committee are as follows:

1. to advise the Communications Chair in matters relating to Communications
2. to assist the Communications Chair in preparing and implementation of Communications activities
3. to assist the Communications Chair in the publication of the Union’s newspaper.
- 4.

November 12, 1986

2301 JOINT ADVISORY COMMITTEES

1. It is expected that the School Board will set an annual budget for release time for Advisory Committees.
2. MTU members shall be granted leaves of absence to attend Advisory Committee (and ad-hoc committee) meetings when this leave is requested by the Advisory Committee Chairperson(s). Meetings will not proceed if leave is denied to any member.
3. All Advisory Committees shall be chaired or co-chaired by a MTU member.
4. Chairpersons of Advisory Committees shall be supplied with release time and secretarial assistance to attend to Advisory Committee business.
5. Union appointees shall serve for a 1-year term, concurrent with the school year. An appointee’s term may be extended by the Executive until a replacement has been appointed.
6. Criteria for selection will include the following:
 - experience relevant to the work of the committee.
 - demonstrated interest in the work of the committee.
 - willingness to represent the interests of MTU members, as determined by Executive and General Meetings.

MTU members will report in a timely fashion to Executive and General Meetings.

November 12, 1986

amended: January 25, 1989

amended: June 13, 1990

amended: May 14, 1997

2302 AD HOC COMMITTEES

- 1. Ad Hoc Committees shall be established in a manner consistent with the Collective Agreement, as well as the Constitution and Policies of the MTU.
- 2. The term of any Ad Hoc committee shall not exceed one school year.
- 3. Exceptions to 2302.2 may be approved by the Executive upon request from appropriate Joint Advisory Committee Chairpersons.

November 12, 1986
amended: January 25, 1989
amended: June 13, 1990
amended: May 14, 1997

2303 BI-LATERAL AND MULTI-LATERAL COMMITTEES

The MTU may decide to participate in bi-lateral and/or multilateral committees with other agencies, including the School Board. These committees may be either Standing or Ad Hoc Committees that deal with district-wide and/or inter-district business.

The MTU representatives on these committees will be chosen in the following manner:

- 1. The position(s) will be advertised to MTU members through at least two of the following: a newsletter, a posting notice, or a Union Express, an email to all members or posts on Social Media.
- 2. The representatives will be appointed by the Executive from among all applicants. Application forms shall be made available to all interested teachers.

Criteria for selection will include the following:

- 1. experience relevant to the work of the committee
- 2. demonstrated interest in the work of the committee
- 3. willingness to represent the interests of MTU members, as determined by Executive and General Meetings

MTU representative shall serve maximum one-year term concurrent with the school year. Representatives may seek re-appointment for succeeding years.

MTU members will report in a timely fashion to Executive and General Meetings.

On a multi-lateral committee, the MTU reserves the right to submit a minority report.

Note: The Health & Safety Committee would be an example of such a standing committee. Examples of ad hoc committees would be Skills Now; Mission Joint Project; Violence Task Force, etc.

November 30, 1994
amended: June 23, 199
amended: May 25, 2022

2311 JOINT EDUCATION ADVISORY COMMITTEE

The Union shall appoint its members to the JEAC by motion of the Executive, in the following manner:

1. Professional Development Chair
2. President or his/her designate
3. Social Justice Contact
4. additional members, to the contractual limit, from among those teachers applying for appointment.

September 20, 1989
amended: November 30, 1994
amended: June 23, 1998

2351 JOINT BENEFITS MANAGEMENT COMMITTEE

The Union shall appoint its members to the BMC by motion of the Executive, in the following manner:

1. Economic Welfare Chair
2. President or his/her designate
3. additional members, to the contractual limit, from among those teachers applying for appointment.

September 20, 1989

2411 BUILDING MANAGEMENT COMMITTEE

The Building Management Committee shall manage the building and property interests of the Union, at the direction of Executive Meetings or General Meetings of the Union.

The members of the committee shall be the following:

1. the President or his/her designate,
2. the Secretary-Treasurer,
3. one (1) additional member appointed by the Executive.

Any two (2) members of the committee may direct the BCTF pursuant to the Trust Agreement.

September 23, 1992

5120 STAFF COMMITTEES

A. GOALS AND PRINCIPLES

The purpose of a Staff Committee is to serve the professional and contractual needs of MTU members within each worksite. In particular, the Staff Committee serves as a vehicle for teachers to positively influence decision making in the workplace.

The Staff Committee structure provides a forum for collegial problem solving on matters of resource allocation, education policy and professional practice within the school.

B. SCOPE OF FUNCTION

The Union supports and encourages the formation of Staff Committees which are based on principles of participatory democracy, professional practice and collegiality.

The function of the Staff Committees shall be consistent with the terms of the Collective Agreement, BCTF Policy, and MTU Constitution and Policy.

The Staff Committee shall review and make recommendations on any matters of concern to teachers.

The Staff Committee may establish structures that promote effective communication and co-operation between staff and the school's Parent Advisory Committee.

The Staff Committee may receive representations from any members of the community in such a manner as it sees fit.

C. PROCEDURES

A staff committee may make decisions by consensus of the whole staff; by majority vote; or by delegation to any sub-committee or group authorized by the staff committee to make decisions on its behalf. Such practices shall not serve to limit the right of teachers to involvement in the decision making process.

Democratic decisions made by the school staff shall be binding on all members of the staff.

The school staff should not concede to administrative officers the right to reject democratically determined decisions of staff.

Decisions made by the staff committee, or by any group authorized by the staff committee to make decisions, shall be open to review and revision by the staff committee.

D. COMPOSITION

The Staff Committee in each school shall consist of members of the teaching staff who are also members in good standing of the Mission Teachers' Union.

Staff Committees may operate as a Committee of the whole or may by a vote of the whole staff appoint a Representative Staff Committee for day-to-day decision making.

The Staff Rep. shall serve as Chair of the staff committee, where a chairperson has not otherwise been democratically elected by the staff.

All Union members serving on school based committees shall be responsible to the Staff Committee. Decisions of school based committees shall be reported to the Staff Committee.

amended: May 14, 1997

5131 DESIGNATION PROCESS

1. The designation process involves the co-ordinated work of many teachers and groups. The results of this process have significant effects on the workload of teachers and the learning conditions of students. The policies which follow state the collective strategies of the MTU, and direct the actions of MTU members who are involved in this process.
2. When contemplating a student who has special needs, teachers and committees will consider what assessment, support and placement are appropriate for the student, as well as the needs of other students in the class, and the workload of the teacher. An arbitrary limitation on resources is not a valid consideration. All teachers of the student should be informed and invited to participate at such meetings.

3. Should an Administrative Officer request that an MTU member violate any of these policies, the MTU member will immediately notify the MTU. A direct order of the Board will be deemed valid only if it is delivered to the member, in writing, in the presence of an MTU representative.
4. All MTU members will support and accept student designations issued by Medical Doctors and/or BCTF members throughout the Province of B.C. until MTU policy 5136 has been satisfied.

January 31, 2001

5132 ROLE OF THE TEACHER

1. Most often, it is a teacher who initiates the designation process for a student, although a referral could also come from an administrator or a parent/guardian.
2. The teacher who initiates the referral should begin by keeping a record of classroom/school observations and examples of student work. This documentation should be continued as the student proceeds along the path toward designation. It may also be appropriate to refer the student to the Learning Assistance teacher for in-school assessment.
3. When the teacher has sufficient documentation (in the teacher's opinion), the student can be referred to the School-Based Team (SBT). There may be a form for this purpose in each school. The referral should ask for a particular designation as special needs. While it is not absolutely necessary, it is recommended to specifically ask for a psychological assessment of the student.
4. Where possible, the teacher should consult with the previous teacher and the student's file, to collect any pertinent documentation. The SBT is authorized to request specific information.
5. The teacher will also have an interest in following the progress of the referral through the various stages. If the teacher is unsatisfied with any decision or non-decision of the SBT, an appeal can be made to the District Screening Committee (DSC). In fact, if any part of the process appears to be moving unreasonably slowly, it may be advisable to make a referral to the DSC. The Staff Rep in the school and/or the staff at the MTU office are available to help if there are any questions.

January 31, 2001

5133 ROLE OF THE SCHOOL-BASED TEAM

The School-Based Team derives its authority from the Collective Agreement. The composition, operation and mandate of the SBT are specified in the contract. Most SBT's meet weekly, or as often as needed. This MTU policy directs the behavior of MTU members of School-Based Teams. All MTU members of the SBT will ensure that the composition, mandate and function of

the SBT comply with all provisions of the Collective Agreement, MTU Policy and the BCTF Code of Ethics.

1. The SBT shall elect its own Chair. The Chair will prepare and distribute the agenda for SBT meetings; chair meetings of the SBT; and distribute correspondence arising from SBT meetings.
2. Every teacher has the right to make, and have accepted, a referral to the School-Based Team. No member shall impede another member's right to refer a student to a SBT. All teacher requests are accepted for consideration by the SBT.
3. When a student is to be considered by the SBT, the Chair will ensure that all teachers of the student are informed, in writing, that the student's name has been placed before the SBT.
4. When a student is referred to them, the SBT is empowered to decide whether in-school assessment is required and sufficient; whether referral to Student Services is required; and whether placement and resources are appropriate.
5. MTU members will not duplicate diagnostic testing completed during the current designation process by other MTU members, without first providing that member with just cause.
6. The SBT will make its decisions by consensus if possible. Failing consensus, the contractual members of the team will decide by majority vote. Any decision of a SBT will be provided to the student's teachers, in writing.
7. The SBT should ensure that referrals proceed in a timely fashion. A teacher who feels that the process is unduly delayed may refer the student to the DSC.
8. When making decisions, the SBT will consider the educational needs of the student and the classroom, and will not accept an arbitrarily imposed limit on resources, such as the number of referrals per school or for the District as a whole.
9. When the SBT makes a decision, it should be prepared to explain its reasons. It should not be taken as a slight to the members of the SBT if a referring teacher wants an explanation, or wants to appeal a decision. A disagreement between colleagues regarding referral to SBT or DSC shall not be seen as questioning the professional competence of any individual involved.
10. Should an Administrative Officer request that an MTU member violate any part of this policy, the MTU member will immediately notify the MTU. A direct order of the Board will be deemed valid only if it is delivered to the member, in writing, in the presence of an MTU representative.

January 31, 2001

5134 ROLE OF STUDENT SERVICES

1. The Staff at Student Services provide a variety of specialized services for the district. Some of these relate directly to the designation process. All MTU members of Student Services will ensure that the mandate, function and actions of Student Services comply with all provisions of the Collective Agreement, MTU policy and BCTF Code of Ethics.
2. Students who have visual or auditory deficiencies are screened and designated through the appropriate support teacher. All other students will proceed through the generic designation process. This may involve contact with Student Services staff at various points.
3. For purposes of designation or de-designation, students are only referred to Student Services staff through a School-Based Team or the District Screening Committee.
4. Should an Administrative Officer request that an MTU member violate any part of this policy, the MTU member will immediately notify the MTU. A direct order of the Board will be deemed valid only if it is delivered to the member, in writing, in the presence of an MTU representative.

January 31, 2001

5135 ROLE OF THE DISTRICT SCREENING COMMITTEE

The District Screening Committee (DSC) is authorized under the Collective Agreement. All MTU members of the DSC will ensure that the composition, mandate and function of the DSC comply with all provisions of the Collective Agreement, MTU policy and the BCTF Code of Ethics.

1. Referral Process

A student should be referred to the DSC using the Referral Form which has been approved by the Board and the MTU. This form is freely available in all schools, from the Student Services Office or from the MTU office.

The Referral Form should then be directed to the Chair of the DSC, who will distribute copies to all DSC members.

2. Conduct of Meetings

The first meeting of each year shall be held on the first Monday in October. At this meeting the Committee shall:

- elect a Chair for the year, who serves until a successor is chosen
- set a regular schedule of meetings
- conduct other business as the Committee deems fit

The Chair shall be responsible for preparing and distributing the agenda one week prior to each meeting. Minutes shall be kept and distributed for all meetings.

3. Deliberations of the Committee

The Committee shall hear all cases referred to it. Presentation may be in writing or in person, or a combination of both. In the case of personal presentation, the referring party may present personally or through an advocate. Every teacher has the right to make, and have accepted, a referral to the District Screening Committee.

In making its decision, the DSC will consider whatever information is made available to it, including but not limited to assessment(s) by appropriate Student Services staff and documentation from the referring teacher or the SBT. In accordance with FOIPOP order #115, MTU members must provide all relevant information pertaining to a student referred to the DSC.

The Committee will attempt to reach decision by consensus. Failing consensus, decision will be by majority vote.

All MTU members will recognize the right of the DSC to designate and/or de-designate any student.

When the DSC makes a decision, it should be prepared to explain its reasons. It should not be taken as a slight to the members of the DSC if a referring teacher wants an explanation, or wants to appeal a decision. The MTU can initiate an appeal through the grievance process.

4. Confidentiality

In order to make informed decisions, the Committee will likely have access to sensitive personal information about students. Committee members will respect the students’ right to privacy.

When Committee members report to their constituent bodies, the reporting shall be generic. Only if a referred student’s case is the subject of further process (e.g. grievance) will information be shared on a need-to-know basis.

5. Decisions of the Committee

Decisions of the Committee shall be communicated to the referring party and to the School-Based Team at the student’s school.

January 31, 2001

5136 DE-DESIGNATION PROCESS FOR SPECIAL NEEDS STUDENTS

1. The process of de-designating a student begins with a teacher, parent or administrator making the appropriate referral to the School-Based Team (SBT). As affirmed by a Surrey arbitration award in 1992, the de-designation process itself must be as rigorous as the designation process. In order to maintain a designation, the student must meet the criteria of Appendix 6 of the Collective Agreement.
2. All MTU members will support and accept student designations issued by Medical Doctors and/or BCTF members throughout the Province of B.C. until this policy (5136) has been satisfied.

3. The SBT Chair will ensure that all teachers of a student being considered for de-designation have been informed prior to the de-designation meeting taking place.
4. When contemplating the de-designation of a student who has special needs, the SBT will consider what assessment, support and placement are appropriate for the student, as well as the needs and the condition of the student; the needs of other students in the class, and the workload of the teacher.
5. Student Services staff may review the designations of students on a regular annual basis. If a recommendation to de-designate a student arises from the review, the recommendation shall be forwarded to the appropriate SBT for consideration.
6. The SBT will ensure that, where appropriate, the immediate past, present and future teachers are advised when the de-designation of a student is contemplated. The "future" teacher would be an appropriate consideration when the SBT is making a decision in May-June for the next school year. The SBT may defer making a decision until the concerns of all stakeholders have been heard and considered.
7. If any teacher or administrator is unsatisfied with the recommendation of a SBT to de-designate a student, the matter can be referred to the District Screening Committee (DSC), which acts as an appeal body and has the authority to designate/de-designate a student.

January 31, 2001

5137 MODERATE AND SEVERE BEHAVIOR DESIGNATIONS

Students with behavior disorders are described in Appendix D of the Collective Agreement, and in grater detail in the Ministry's Special Education Services Manual.

The following policy statements apply to the designation of students with either severe or moderate behavior disorders.

1. The process normally begins with the classroom teacher. MTU members must document and report all incidents of severe behavior including, but not limited to, defiance, verbal or physical aggression, self-destructive behavior, depression, etc.
2. A copy of this documentation will be placed in the student's file in the school, and a copy kept by the teacher.
3. If incidents of severe behavior are ongoing, the teacher will refer the student to the SBT.
4. When a student is to be considered by the SBT, the Chair will ensure that all teachers of the student are informed, in writing, that the student's name has been placed before the SBT.
5. The MTU members on the SBT will ensure that the referring teacher is informed of support accessible through the SBT; the Collective Agreement, and the Worker's Compensation Board.
6. The SBT should ensure that referrals proceed in a timely fashion. A teacher who feels that the process is unduly delayed may refer the student to the DSC.

7. MTU members who receive information from guardians and/or outside agencies, indicating the child may be a threat to themselves or others, must report the information to the SBT and the classroom teacher(s).
8. When a student who has a history of violent behavior arrives during the school year, the student should not be allowed entry to the classroom until a violence prevention plan is in place and the teacher feels completely safe. At the earliest possible opportunity, a SBT meeting should be convened to discuss an immediate moderate or severe behavior designation.
9. All MTU members will support and accept student designations issued by Medical Doctors and/or BCTF members throughout the Province of B.C. until MTU policy 5136 has been satisfied.
10. Any teacher who is not satisfied with the actions of a SBT may refer the student to the DSC.
11. Should an Administrative Officer request that an MTU member violate any part of this policy, the MTU member will immediately notify the MTU. A direct order of the Board will be deemed valid only if it is delivered to the member, in writing, in the presence of an MTU representative.

January 31, 2001

5138 SPECIFIC SERVICES

The MTU supports an increase in direct teacher services to special needs students at the elementary and secondary levels. The MTU supports such additional specific services as:

1. Elementary Resource Room program(s)
2. Gifted program(s)
3. Elementary Severe Behavior programs

January 31, 2001

5149 EVALUATION OF NON-TEACHING PERSONNEL

A teacher shall evaluate a member of non-teaching personnel only under the following conditions:

1. The evaluation process is agreed among the Board, the teacher's Union, and the aide's Union. (CUPE)
2. The Board must have policy in place, specifically authorizing such evaluation.
3. The Board must provide insurance against defamation charges for any teacher who evaluates non-teaching personnel.

March 25, 1987

5151 CONTENT OF REPORT CARDS

The content of student report cards shall be as mandated by the Minister of Education, under the School Act and its affiliated Regulations.

The decision whether to include additional information is within the professional autonomy of the teacher.

Similarly, the form and content of any statement assessing the progress of a student is within the professional autonomy of the teacher. *(See Collective Agreement Article F.26)*

September 2009

5152 REPORT CARDS & CLERICAL WORK

Teachers will produce report cards pursuant to MTU Policy 5151 Content of Report Cards.

Teachers will submit the report cards to the administrator within a reasonable amount of time before they are scheduled for distribution.

Teachers will not assume the clerical work associated with producing the report cards – making photocopies for school files; placing reports in school files; affixing labels to the reports; stuffing envelopes with reports and assorted materials.

Teachers may distribute the report cards to students and/or parents.

**February 6, 2008
amended: May 25, 2022**

5212 STAFF MEETING DAYS

Staff Meetings shall be held only on days when school is in session. In particular, no staff meeting shall be held on a Saturday, Sunday or any school holiday; nor shall it be held at any time during the summer from the close of school in June until Labour Day.

January 28, 1987

5213 WEDNESDAY AFTERNOONS

The Mission Teachers' Union supports the assignment of various activities in the District to specific days of the week. In this way it should be possible to avoid scheduling conflicts within the District, and to ensure fuller participation by teachers in all activities.

In particular, the MTU expects that Wednesday afternoons be reserved for Union business; including, but not limited to, the following:

1. General Meetings
2. Staff Representative Assembly meetings
3. Executive Committee meetings
4. meetings of Standing or Ad Hoc Committees.

At all times, members of the Union should encourage administrative staff to avoid scheduling either school or District events on Wednesday afternoons.

February 3, 1988

5221 AMENDMENTS TO THE SCHOOL CALENDAR

The MTU shall consider amendments to school calendar(s) through the following process:

1. Notice of intention to seek approval of a local school calendar or an amendment to a school calendar

Notice of a proposal for a local school calendar or an amendment to a school calendar will be given by the board at least seven days prior to seeking approval of the proposal. The board shall provide notice to the local president, the staff rep(s) and to the employees assigned to the school. This notice to seek approval must be at least:

- forty-five (45) days prior to the date of the consideration by the Board of School Trustees of the approval or lack of approval, as the case may be, for the proposal if the days in session are consistent with the standard school calendar, or
- one hundred and five (105) days prior to the consideration by the Board of School Trustees of the approval or lack of approval, as the case may be, for the proposal if the days in session are not consistent with the standard school calendar.

2. Secret ballot of employees assigned to the school

After notice of a proposal the MTU will conduct a meeting of members assigned to the school on a regular basis, with one or more members of the local Executive Committee as designated by the president. At this meeting the factors outlined in section 4 below will

be examined. Following discussion of the proposal a secret ballot of the members assigned to the school will be held. The results and ballots will be forwarded to the Executive Committee through the president.

3. Consideration of a proposal by the MTU.

- No proposal will be approved that increases the hours of work, days in session, supervision duties or reduces the preparation time as set out in the Collective Agreement.
- If three quarters (3/4) or fewer of the members assigned to the school vote in favor of the proposal, the proposal will not be approved.
- If more than three quarters (3/4) of the members assigned to the school vote in favor of the proposal then the proposal will be forwarded to the Executive Committee for consideration.

4. Factors the Executive Committee will consider regarding a proposal.

Among the factors the Executive Committee will consider in determining whether or not to approve a proposal are:

- scope and significance of the change
- terms and conditions of the collective agreement and the impact of the proposal on administration and enforcement of the collective agreement
- impact of the proposal on professional practice and pedagogy
- support of the other union(s) of employees assigned to the school
- impact on other members, including teachers teaching on call
- the needs and concerns of the minority, including the opportunity to post in and out of the school
- availability of district services for the days in session
- other local factors

5. Communication of decision

The president will communicate the decision of the Executive Committee to the members assigned to the school, to the Board and to the other unions affected.

If the proposal is not approved the MTU may choose to communicate its concerns to the Board so that the Board may have the opportunity to revise the proposal for reconsideration by the Executive Committee and the members assigned to the school.

6. Collective agreement varied or amended by the proposal

If the proposal amends or varies the collective agreement or requires an amendment or variance of the collective agreement, the MTU will give only tentative approval and the MTU will ensure that the appropriate Letters of Understanding are negotiated and drawn up before giving final approval to the proposal. These Letters of Understanding must not deteriorate or erode any terms and conditions of the collective agreement.

5222 YEAR ROUND SCHOOLS

The MTU supports in principle the Board’s intention to offer parents and students the option of a single-track Year Round School (YRS). We expect an implementation plan to include consultation with the community and with CUPE and negotiation with the MTU.

In particular, the MTU expects that the following conditions will be met, with respect to teaching positions at a Year Round School:

1. Teachers’ working conditions comply with all conditions of the Collective Agreement which have not been expressly excluded.
2. Students and teachers will have access to the full range of Special Education services.
3. All teaching positions at the YRS are considered new and significantly different from positions in a school with a regular calendar. Upon conversion to YRS, all teaching positions in the school will be posted and filled in accordance with Articles E.11 and E.12.
4. Teachers are assured to have continued access to the 12-month pay system.

January 31, 2001

5400 ROLE OF SCHOOL MTU HEALTH AND SAFETY REPRESENTATIVES

MTU Health & Safety reps at each worksite perform the following duties:

1. Represent and assist MTU members in Health and Safety matters by participating in regular site inspections, meetings and investigations.
2. Report to the members via the staff committee and staff meeting forum.
3. Act as a contact between MTU members and District Health and Safety representatives.

May 25, 2005

5401 HEALTH AND SAFETY

The MTU expects that the School Board will maintain each worksite to the Health & Safety standards included in the Collective Agreement and the WCB Regulations.

Employees have a legal obligation to report any unsafe condition or violent incident. It is against the law for any representative of the employer to counsel an employee otherwise.

The MTU specifically affirms the superiority of the Collective Agreement and WCB Regulations over School Board policy.

May 21, 2003

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5402 REFUSING UNSAFE WORK

Teachers, like all workers, have a right to refuse unsafe work, which is guaranteed by Sections 3.12 and 3.13 of Worksafe BC Regulations.

Unsafe work for teachers could take many forms, such as: serious communicable diseases, including those affecting a pregnant teacher's fetus; physical problems like the presence of mold, asbestos or construction; violence or threats of violence; etc.

A young child who bites or kicks is just as much a violent incident as any physical threat by a student or parent.

The refusal of unsafe work is an individual decision of the employee. It cannot be used a collective strategy by a group of workers. Individuals must have reasonable cause to believe that the workplace is unsafe for each of them.

The employer cannot deny the employee's right to refuse unsafe work, nor the right to leave an unsafe workplace. The Act requires that any person who has reason to believe that an unsafe condition exists in the workplace, must report it. The unsafe condition may affect the teacher or anyone else, such as students.

This obligation to report unsafe work is an exception to the usual practice of "work now, grieve later". The teacher informs the AO and works through the process of reporting unsafe work with the AO.

The MTU acknowledges the right of the Board to assign the teacher to a safe, suitable, alternate worksite.

The process of refusing unsafe work may follow several steps:

1. The teacher reports the hazard to the AO, saying, "I am refusing unsafe work", and giving the reasons why it is unsafe. The teacher may be accompanied by a Staff Rep or a Health & Safety Rep, and should complete Worksafe BC report form 6A.

The AO will immediately investigate, and may solve the problem. If the AO says there is no hazard and the teacher disagrees, the teacher will proceed to step 2.

2. Step 2 involves an inspection by the teacher, the AO and the Health & Safety rep. These three may agree on a resolution. If not, the matter proceeds to step 3.
3. Step 3 involves an inspection by a Worksafe BC officer. The officer may write orders to the Board to remedy the problem, may stop work on the premises, or may close all or part of the facility. If the officer finds no hazard, the teacher must return to work at this time, or use some other form of leave.

If replacement workers are used during this time, they must be told why the original teacher(s) left.

If the teacher is unsatisfied with the results of the inspection by the WCB officer, there is a further review process available. The teacher should seek advice from the MTU or the BCTF about this process.

Teachers refusing unsafe work must be available to participate in the investigation, but cannot be required to return to an unsafe worksite.

May 21, 2003
amended: May 25, 2022

5411 DEALING WITH VIOLENT STUDENTS

1. The District's Violence Prevention Manual, section 4, includes excellent suggestions for dealing with violent students. These procedures primarily concern handling the immediate event. In addition, the MTU expects these additional procedures will be followed.
2. When a new student registers with the District, contact will be made immediately with the previous School District to ascertain whether any serious behavioral concerns attach to the student. Such information will be shared with the teacher(s) and a violence prevention plan developed before the student is enrolled in a class.
3. When a student who has a history of violence changes schools in the District, the behavioral history will be shared with the teacher(s) and a violence prevention plan developed before the student is enrolled in a class.
4. When a student who has a history of violence moves to another district, the behavioral history will be kept in a state of readiness, to be shared with the receiving district upon request.

May 14, 1997

5412 DEALING WITH VIOLENT PARENTS

- 1. The District’s Violence Prevention Manual, section 4, includes excellent suggestions for dealing with violent individuals. In addition to these procedures, which primarily concern handling the immediate event, the following additional procedures are suggested.
- 2. When a student, whose parent has a history of violence, changes schools in the District, the history will be shared with the teacher(s) and a violence prevention plan developed before the student is enrolled in a class.
- 3. When a student, whose parent has a history of violence, moves to another district, the history will be kept in a state of readiness, to be shared with the receiving district upon request.

May 14, 1997

5413 HOME VISITS

The MTU advises that teachers apply the following guidelines for home visits:

- 1. Home visits are conducted only by appointment, with the time and purpose established beforehand.
- 2. The school office should be given the time and location of each visit, with a check-in procedure followed after each visit.
- 3. At least three people (teacher, parent and student) should be in the home at the time of the visit.
- 4. Employees should enter a home only if they are completely comfortable. When there is doubt, make alternate arrangements (go in pairs; meet at school or library, etc.)
- 5. The teacher should be aware of the risk posed by animals. Stay in the car until the animal has been secured.
- 6. The teacher should bring a cellular phone.
- 7. Additional procedures for home visits will be established as part of each school’s risk assessment.

May 14, 1997

6201 PURPOSE OF PROFESSIONAL DEVELOPMENT

The Union believes that, generally the purpose of Professional Development (PD) is to improve the quality of instruction, by addressing the professional needs of the teachers as they prepare and continue to do their work. PD is an ongoing process which a teacher may use to remediate, upgrade or otherwise modify techniques or styles of instruction.

Specific purposes for Professional Development include the following:

- 1. to enhance personal instructional skills and methods;
- 2. to provide exposure to new ideas, research, resources and technology;
- 3. to improve personal management skills;
- 4. to facilitate curriculum implementation;
- 5. to upgrade knowledge of subject content
- 6. to increase interaction among teachers, both inter- and intra- District;
- 7. to provide related professional experiences.

April 27, 1988

6211 PURPOSE OF THE PROFESSIONAL DEVELOPMENT FUND

As established by contract between the MTU and the Board, there shall be a PD Fund. This fund shall be held and disbursed through individual accounts at the MTU Office, in accordance with MTU Policy.

In light of the bargaining history, the fund may be responsible for the costs of individual PD activities and materials. Legitimate costs to the fund include the following activities:

- a. The Provincial (PSA) day, usually fourth Friday in October,
- b. PSA conference, whenever it is held during the year,
- c. the individual PD day (Article F.3.3: PD Funding),
- d. other individual PD choices, except as noted below.

Further to the bargaining history, the PD Fund shall not be responsible for the costs of either District-wide or school-based PD events. These were bargained as the Board’s cost. For the costs of these days, teachers should apply to their schools’ Implementation Funds.

Notwithstanding the foregoing, the MTU will use the PD Fund to provide the district-wide PD day, until the board recognizes its obligation.

In particular, the fund will not be responsible for any costs related to new curriculum in-service. At all times in-service is the Board’s responsibility.

April 27, 1988
amended: March 31, 1993
amended: January 26, 2000
amended: May 22, 2002

6212 OPERATION OF THE PROFESSIONAL DEVELOPMENT FUND

The PD Fund shall be administered by the MTU Office Manager, at the direction of the Executive, according to the following procedures:

1. Each teacher shall have an individual PD account. A teacher can claim reimbursement from the account by submitting the claim form and the appropriate receipts to the MTU Office Manager. A claim must be made within 2 years of the date that the cost was incurred.

A claim will not be accepted for an advance payment, except when an expense has actually been incurred in advance (e.g. early registration) and the claim is accompanied by an appropriate receipt.

2. In September of each year, the Executive shall determine the amount of money to be placed in each teachers' account from the PD Fund. This amount shall be in proportion to each teacher's FTE.
3. Teachers may choose to carry over their PD accounts to a maximum of six (6) years. After six (6) years such accounts will not receive further annual deposits until money has been spent from the accounts. In September of each year, the Executive shall determine the maximum amount in each teacher's account, based on the deposits over the last five years. (see formula below)
4. As the current 6-year maximum can vary from year to year, some teachers could be in the position of temporarily having a balance higher than the current 5-year maximum. In such cases, the higher amount is allowed to remain in the account.

Example:

<u>Date</u>	<u>Deposit</u>	<u>Balance/6-year max</u>
Sep 93	150	150
Sep 94	155	305
Sep 95	160	465
Sep 96	155	620
Sep 97	160	780
Sep 98	160	940
Sep 99	150	940

5. The annual deposit is calculated according to the formula below. Teachers whose accounts are at or above the current 5-year maximum will receive no deposit. Teachers whose accounts are close to the current 5-year maximum (i.e. less than one annual deposit below max) will be topped up to the current 5-year maximum. Any remaining money will be equally distributed among those accounts eligible to receive it, while ensuring that no account is topped up beyond the current 5-year maximum. This "re-distribution" deposit will not count as part of the "individual annual deposit" in the formula. For the purpose of calculating individual annual deposits, the accumulated totals in PD accounts shall only include claims made by June 30 of each year.
6. Unclaimed funds in individual accounts (retirement, resignation, etc.) shall be returned to the PD Fund for future reallocation under 6212.2 of this policy.

7. A teacher wishing to volunteer pro-d funds for redistribution may choose to do so at any time. Such funds will be redistributed with other funds as per 6212.2. The funds are not to be gifted to a specific individual or group, but must be redistributed to all teachers. Requests for redistribution must occur in writing/email, and must indicate whether the funds will be coming from regular pro-d funds or remedy pro-d funds.
8. A fund, topped up to \$2,000.00 each year, shall be allocated from the PD Fund to provide PD activities for Teachers-on-Call. These PD activities shall be organized through the PD Committee.
9. A fund, topped up to \$2,000.00 each year, shall be allocated, on a pro-rata basis, for teachers new to the District during the remainder of that school year.
10. A fund, topped up to \$5,000.00 each year, shall be allocated to provide for a District-wide PD day.
11. A fund, topped up to \$1,000.00 each year, shall be allocated to provide workshops throughout the year.
12. A fund, topped up to \$300.00 each year, shall be allocated to cover administrative charges for the PD Fund.

April 27, 1988
amended: September 23, 1992
amended: March 31, 1993
amended: May 16, 1994
amended: December 4, 1996
amended: September 30, 1998
amended: January 20th, 1999
amended: May 24, 2000
amended: May 22, 2002
amended: May 25, 2022

Formula to determine individual deposits each year:

Step 1: calculation of money

	Board contribution (\$155) x FTE on Sep 30
+	earned interest
+	<u>unclaimed funds</u>
	Total to be distributed
-	\$2000 top-up (TOC's)
-	\$2000 top-up (new hires)
-	\$5000 top-up (District-wide PD day)
-	\$1000 top-up (PD workshops throughout the year)
-	<u>\$300 top-up (admin charges-bank)</u>
	Net dollars to be distributed

Step 2: calculation of FTE

	Sep 30 FTE count
+	President

$$- \frac{\text{teachers at five-year maximum}}{\text{Net FTE}}$$

Step 3: calculation of individual deposit

$$\text{Individual deposit} = \frac{\text{Net Dollars}}{\text{Net FTE}}$$

6213 CRITERIA FOR PROFESSIONAL DEVELOPMENT FUNDING FOR INDIVIDUALS

Individual PD accounts, including any remedy monies, shall be funded according to the following criteria:

1. Funding shall be available to MTU members only.
2. Funding shall not exceed the following limits, where applicable:
 - registration - full cost
 - transportation - mileage at current BCTF rates or Canada Revenue Agency rates, whichever is greater.
 - meals - at current BCTF rates
 - accommodation - full costs
 - educational materials - full cost.
3. Individuals who leave the MTU (through resignation, retirement or otherwise) shall have 30 days from the effective date of leaving in which to submit PD receipts for reimbursement. Expenditures must have been made prior to the date of leaving.
4. Individuals who are terminated from their contract may have access to their current ProD funds, as long as they are being represented by the BCTF.
5. “Out of district” workshops shall not be funded from individual funds on Mission’s District ProD Day without 21 days prior notice to the MTU ProD Committee.
6. Reimbursement shall only be provided for professional development work that does not harm the reputation or dignity of the Mission Teachers’ Union or the teaching profession.
7. If a reimbursement claim is denied, the member may appeal to the MTU Executive Committee, whose decision on the matter shall be final.

April 27, 1988
amended: March 31, 1993
amended: September 29, 1999
amended: September 30, 2015
amended: September 27, 2017
amended: September 26, 2018
amended: May 25, 2022

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6214 CONTRIBUTIONS TO THE PROFESSIONAL DEVELOPMENT FUND

The MTU holds the objective that the PD Fund shall increase to a dollar value such that every member can be funded to attend at least one PD event per year.

**April 27, 1988
amended: March 31, 1993**

6221 MANAGEMENT OF PROFESSIONAL DEVELOPMENT DAYS:

The days allocated for PD in each school year shall be managed according to the following criteria:

1. Both the dates and the topics for the PD days shall be jointly determined by the MTU and the School Board, through the Joint Education Advisory Committee.
2. One day shall fall on the Provincial Day (normally, the fourth Friday in October).
3. One day shall be District-wide, in a common location, as facilities permit.
4. For school-based days, the dates and topics shall be chosen by the staff in committee of the whole.

**April 27, 1988
amended: May 14, 1997**

6222 OTHER NON-INSTRUCTIONAL DAYS

The Union expects that the Board shall provide additional non-instructional days, which shall be provided within the total days in session and which shall count as instructional days for salary purposes, according to the following:

1. The last day of the year shall be made available to teachers for administrative/clerical purposes.
2. Other days, to the contractual limit, shall be provided for parent interviews, assessment & evaluation, implementation, and other purposes as allowed by the Ministry.

**April 27, 1988
amended: May 14, 1997**

6223 DISTRICT-WIDE PROFESSIONAL DEVELOPMENT DAY

The MTU shall endeavor to present a District-wide PD day every year, typically on a PD day in February. The MTU shall attempt to cooperate with the Board of Education and CUPE, where practical and efficient, in the presentation of the day.

The MTU affirms that, with or without the cooperation of the partners, the responsibility for PD for teachers is the prerogative of teachers.

The MTU holds the following expectations for the operation of the day, and expects its members to articulate these expectations in any meeting with partners:

- 1. The committee preparing for the PD day will solicit as wide a range of presentations as practicable.
- 2. Teachers will have free, independent choice of which presentations they wish to attend.
- 3. The committee will use the "marketplace" approach to determine which presentations have enough enrollment to be offered.
- 4. The Board may choose to add presentations at its own expense.

September 28, 2011

6230 PROFESSIONAL DEVELOPMENT REPRESENTATIVES

The MTU shall endeavor to appoint Professional Development Representatives (PD Reps) in each school. The Staff Rep(s) shall conduct the election and ensure that it is done along democratic lines, consistent with MTU practice and policy.

Criteria for selection shall include the following:

- 1. relevant experience or willingness to learn
- 2. interest in working in this area
- 3. willingness to represent the interests of their staff members.

Duties of PD Reps shall include the following:

- 1. to attend meetings of the MTU PD Committee. (Policy 2230)
- 2. to represent their staffs in matters relating to PD, curriculum, education change and in-service.
- 3. report to their staffs in a timely fashion.

November 8, 1995

6411 OFFICIAL PUBLICATION OF THE UNION

The MTU will maintain two official publications:

- 1. the President’s Newsletter, which shall be published by the President, and
- 2. the Union Express, which shall be published by the Communications Committee.
- 3.

November 8, 1995

6412 ADVERTISING IN UNION PUBLICATIONS

The MTU will allow advertising in its publications under the following conditions:

- 1. It has been approved by the publisher.
- 2. Space is available.
- 3. It is of interest to teachers.
- 4. It is clearly marked as advertisement.

November 8, 1995

6421 PRESIDENT’S NEWSLETTER

The President’s Newsletter shall serve as one means for the President to communicate directly to members. It shall be published directly by the President, as frequently as necessary and possible.

November 8, 1995

6422 UNION EXPRESS

The Union Express shall serve as an official publication of the Union. It shall include all formal notices of the Union: notice of meetings; notice of constitutional and policy amendments; call for nominations; etc.

At the discretion of the editor, the Union Express may also include:

- 1. articles and commentary on professional matters and curriculum;
- 2. reports by members who represent the Union in some capacity;
- 3. other material of interest to teachers;
- 4. advertising in accordance with MTU policy 6412.

November 8, 1995

6423 PUBLIC RELATIONS

From time to time, the Union may want to engage in public relations activities. These activities may have a specific short-term focus, or they may be of a more general on-going nature.

Public relations activities of the Union shall be undertaken by the Communications Committee.

A General Meeting or an Executive Meeting or a Staff Reps Meeting may choose to give direction or advice to the Communications Committee on some aspect of a public relations activity.

November 8, 1995

6424 FACEBOOK

The Mission Teachers’ Union Facebook page will be an online extension of our professional Body. This is meant to be a professional page for Mission Teachers to connect and be informed.

- 1. Facebook comments/articles shall be monitored by the Communications Chair, the MTU President, the MTU Vice-President, and/or the Office Manager.
- 2. Facebook comments/articles shall be approved by the Communications Chair, the MTU President and/or the MTU Vice-President prior to posting.

3. Any and all postings to this page must comply with the BCTF Code of Ethics and be approved by the Mission Teachers' Union.
4. Any inappropriate materials, postings or comments will be removed and might be considered a breach of the Code of Ethics or Duty of Fidelity by the Mission Teachers' Union.
5. Any complaints shall be referred to the Communications Chair and the Executive Committee for resolution.

September 30, 2015
Amended: May 25, 2022

7101 ECONOMIC WELFARE

It shall be the general and ongoing policy of the MTU to endeavor to improve the economic welfare of its members.

November 12, 1986

7111 RETIREMENT GIFTS

The MTU will continue the practice of presenting a retirement gift to each retiring member, upon that member's first retirement as a teacher in Mission.

The retiree can choose a gift from among these three options:

1. A limited-edition print of a picture commissioned by the MTU for that express purpose, or
2. A charitable donation in the retiree's name, or
3. A gift certificate from a business of the retiree's choice.

The value of the retirement gifts shall be determined by the MTU each year as part of the normal budget process.

September 24, 2008
