

**POLICIES AND PROCEDURES**  
**OF**  
**VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION**

**Proposed January 16, 2024**

**A. ANNUAL GENERAL MEETING, BCTF**

- A.1** The President, or their designate shall be an automatic delegate to the Annual General Meeting of the BCTF.

3.11.77

GM.27.9.17

- A.2** Persons selected as A.G.M. delegates will be expected to make a commitment for continued active participation in Association activities for the ensuing school year.

3.11.77

- A.3** The alternate be involved in the preparations for the A.G.M.

30.01.80

**B. CHILD CARE**

- B.1** That VINTA hire one child minder for up to four children and one additional child minder for each additional four children based on prior requests.

24.11.77

25.02.15

- B.2** That VINTA pay the current BC minimum wage plus 10% per hour, per child minder.

24.11.77

25.02.15

- B.3** That child minding expenses for Executive Members be claimable when childcare is not provided by VINTA or the BCTF.

**C. VINTA OFFICE**

- C.1** VINTA purchase insurance on VINTA property that includes replacement cost and an earthquake protection policy.

RA.25.10.89

- C.2** The president-elect be authorized to determine the location of the office for the coming year in consultation with the Executive Committee.

RA.21.06.89

**D. COMMITTEES**

**D.1 General**

**D.1.1** For the representative purposes, School District #85 shall be divided into the following geographic regions:

North Zone: Port Hardy, Port Alice

South Zone: Port McNeill, Sointula, Alert Bay, ~~Woss~~

GM.27.9.17

**D.1.2** The following procedures are to be utilized by those persons responsible for selecting committee personnel:

- (a) All committee vacancies are to be announced at either a general meeting, or Representative Assembly.
- (b) All committee vacancies are to be communicated to all VINTA members.
- (c) Vacancies shall be filled, whenever possible, from those volunteering, so that each geographic region is represented.
- (d) Vacancies shall be filled, whenever possible, from those volunteering, so that at least one primary, one intermediate and one secondary teacher is on the committee.
- (e) If there are no volunteers available to satisfy (c) and (d) vacancies shall be filled from the list of volunteers available.

3.11.77

**D.1.3** All appointments made by the Executive Committee shall undergo votes of ratification by the ensuing Representative Assembly.

3.11.77

**D.1.4** The minutes of each meeting of all standing and ad hoc committees of the Association shall be submitted to the Association office.

3.11.77

**D.1.5** All Standing Committees are encouraged to establish policies and procedures, and to incorporate such policies and procedures, **governed by Robert's Rules**, in the Association's Bylaws, Policies and Procedures.

3.11.77

**D.1.6** Subcommittee chairpersons shall direct expenses vouchers through the Committee Chairperson.

GM.15.5.85

## **D.2 Bargaining**

**D.2.1** All matters involving local contractual negotiations with the Board of Education shall be handled by the Association's Bargaining Committee.

3.11.77

**D.2.2** Ratification of any Local **or Provincial** agreement will take place at a General Meeting of the membership, by secret ballot. It is the responsibility of the President, in the presence of a witness, to **ensure the** count of the ballots and to announce the final tally. A local agreement will be deemed ratified if fifty percent plus one of the voting members approve.

**1. A Provincial agreement will be ratified subject to the procedures set out by the BCTF.**

**D.2.3** It is the Board's responsibility to prove a teacher lacks the necessary qualifications for a position applied for through the Post and Fill process.

AGM.23.05.84

**D.2.4** **District** Seniority ~~in the District~~ will be a prime consideration in determining appointments.

AGM.23.05.84

**D.2.5** The negotiation of working conditions for teachers is a priority.

AGM.23.05.84

## **D.3 Negotiations**

**D.3.1** That the bargaining team be allowed to call upon resource people when they feel the need to have them present at the bargaining session.

07.10.81

- D.3.2** That no VINTA member make representation to the Board without first gaining approval of the VINTA Executive.

02.02.82

#### **D.4 Grievance Committee**

- D.4.1** A Grievance committee should be established annually and it should:
1. Take on the responsibility of organizing school based contract awareness activities.
  2. Draw up Have a "How to file a grievance" worksheet for staff reps available.
  3. Instruct the staff reps to log events which may lead to grievance.

AGM.24.05.89

- D.4.2** VINTA will review all grievances of a contractual nature brought forward by members. All valid grievances deemed valid, of a contractual nature will be supported.

RA.12.10.94

- D.4.3** It will be the responsibility of the Grievance Committee to determine whether a grievance will be carried forward.

EC.19.10.94

- D.4.4** Any member can appeal any decision of the Grievance Committee to the Executive Committee.

EC. 19.10.94

#### **D.4.5 GRIEVANCE PROCESSING**

It shall be the responsibility of the Vancouver Island North Teachers' Association, as the bargaining agent for all teachers in School District #85, to provide advice/assistance to members with respect to all alleged violations of the Collective Agreement.

#### **PROCEDURES:**

1. Members with possible school based grievances are to inform the staff representative.

2. The staff representative, where appropriate, shall:
  - a) provide assistance to the member in the form of advice and school level advocacy;
  - b) gather information related to the dispute and keep a record of all matters pertaining to the potential grievance;
  - c) inform the President of the nature of the dispute and keep him/her apprised of actions to date;
  - d) forward to the Association Office a copy of all relevant information related to the dispute;
  - e) keep the grievor and the staff (if warranted) informed about the progress of the grievance.
3. Members with possible grievances arising from the general application of the Collective Agreement are to immediately inform the President if for any reason involvement of the staff rep is not feasible.
4. The President shall have overall responsibility for the processing of grievances.
5. There shall be a Grievance Committee to assist the President in processing. The committee shall consist of the Bargaining Chair and up to five (5) other members to be appointed by the general membership.

**It shall be the responsibility for the Committee to:**

- a) allow the grievor and/or staff representative to present the grievance;
- b) provide advice regarding the support/non-support of potential grievances and provide a written rationale in respect to whether the committee is prepared to move to Step 2 of the grievance process;
- c) develop the argument to carry forward to the Board;
- d) make recommendations to the Executive Committee regarding the forwarding of a grievance to arbitration;
- e) recommend a local advocate in the event that the President is unable to carry the grievance forward;
- f) develop programs to make members more aware of contractual rights, responsibilities and procedures;
- g) provide advice with respect to policy issues created by the grievance.

**The President Shall:**

1. Be thoroughly familiar with the Collective Agreement.

2. Monitor district level practices to ensure the Collective Agreement is being honoured.
3. Provide advice to members on the various classes of grievances (e.g. posting and filling, school based, management practices).
4. Consult the staff rep(s) and keep the staff rep(s) fully informed where the grievance is school based.
5. Forward to the Bargaining Chair a copy of all relevant information related to the dispute.
6. Seek advice from, and keep informed, the BCTF Field Services staff assigned to VINTA.
7. Where appropriate, act as local advocate for all local grievances up to the decision to refer the grievance to arbitration.
8. Where appropriate, assist the arbitration advocate in all phases of the arbitration process.

**The Bargaining Chair will:**

1. Act as chairperson for the grievance committee.
2. Keep a record of all information relevant to the grievance.
3. Be thoroughly familiar with the Collective Agreement.
4. Consult the staff rep(s) and keep the staff rep(s) fully informed as to the disposition of the grievance.
5. Act as an advocate for the grievor in the event that the President is unable to carry out this duty.
6. Keep the Executive Committee fully informed as to the status of all grievances.

**The Executive Committee Shall:**

1. Be kept informed about the progress of all grievances.
2. Seek advice from the grievance committee regarding the processing of any grievance.

3. Be aware of any recommendations of the BCTF Field Services Division and/or Legal Services regarding the processing of a grievance.
4. Hear appeal from any member regarding the disposition of any grievance.

#### **Appeal Procedure**

1. A member dissatisfied with a decision not to proceed with an alleged grievance may appeal to the Executive Committee. Members of the grievance committee who are also members of the Executive Committee shall excuse themselves from this procedure.
2. A member may appeal in person and may be accompanied by a representative.
3. After the hearing of the appeal, the Executive Committee shall direct the president to communicate with the appellant regarding the decision and its rationale.
4. If the Executive Committee is unable to reach a decision, the grievance may be referred to the Staff Rep Assembly. A tie vote will uphold the original decision of the grievance committee.

GM.02.08.95

#### **SOME FURTHER POINTS:**

**When a grievance affects another member, The President and/or the Bargaining Chair have further responsibilities. They must:**

1. ~~Not~~ Keep the "other member" ~~in the dark~~ informed. The incumbent shall be informed by ~~should find out that there is a problem first from the local, not from the Board.~~ Wherever possible, incumbents shall be given an opportunity to provide their side of the case to the President or the Grievance Committee prior to decisions to support the grievor's case.
2. Keep the incumbent advised as the grievance proceeds; provide copies of correspondence.
3. ~~Consider assigning~~ Appoint one local member who is not actively involved in processing the grievance to be a personal liaison with the incumbent. ~~This member should not pretend to be an advocate for the incumbent against the position of the local, but should~~ The liaison shall:
  - a) give factual advice about procedural matters.
  - b) stress that the local's interest is not aimed at the incumbent but in upholding the contract.



- c) assure the incumbent that the local will ~~use the contract and~~  
~~will~~ support the incumbent in minimizing any negative effect  
resulting from a successful grievance.

In some cases, the relief requested, or a settlement, may be structured in a way that satisfies the grievor but does not impact on the incumbent.

## **E. Working and Learning Conditions**

- E.5.1** VINTA's members will provide the President with copies of all correspondence (with the board and/or their administrators) regarding requests for leaves, transfers, and changes in assignments.

EC.20.04.85

- E.5.2** VINTA shall monitor the budget very closely, and make reports to the appropriate VINTA committee(s).

AGM.23.05.84

- E.5.3** VINTA shall continue to work toward a collegial model of decision making, and to encourage staff committees to file grievances regarding class size and composition violations and lack of supplies that affect both students and teachers.

AGM.23.05.84

- E.5.4** Protection Motions:

(a) VINTA will insist that any directives or orders of the Board affecting teachers assignments be presented to individual teachers in writing.

GM.15.5.85

(b) If the Board takes any punitive action against any one VINTA member, then all members will consider that action has been taken against every member and VINTA will decide what appropriate action shall be taken.

RA.25.03.93

## **E.6 Sunshine Fund**

- E.6.1** VINTA establish a Sunshine Fund for VINTA members to be administered by the Executive.

RA.25.10.89

## **E.7 Professional Development Programs**

**E.7.1** For the purpose of redistribution, one individual shall receive no more than the allotted annual Professional Development amount per school year.

AGM.23.05.84

**E.7.2** All school based funds shall be used and allocated at the school level according to the policies and practices of the school Pro-D Committee as approved by the Staff.

**E.7.3** Teacher in-service for Ministry-initiated curriculum changes not be a charge against the Pro-D Fund.

GM.30.01.85

**E.7.4** It shall be the responsibility of the Ministry and/or the School Board to fund teacher in-service for Ministry initiated curriculum changes.

GM.30.01.85

~~**E.8.4** Teachers participate only in in-service activities that have been developed or approved by the VINTA Pro-D Committee.~~

AGM.26.05.93

**E.7.5** There will be no more fewer than two District Pro-D days per year, one of which will be held between January 1 and spring break of each year.

GM.30.01.85

GM.27.9.17

**E.7.6** Non-credit courses be funded as other individual professional development courses; e.g., travel, per diem, accommodations but within the annual Professional development allotment

GM.25.05.94

**E.7.7** VINTA members on exchange teaching assignments be eligible to receive their allotment of personal professional development funding as per policy.

RA.21.06.89

## **F. CUPE STRIKE**

**F.1.** ~~Be it resolved that~~ In the event of a strike by CUPE:

- (1) VINTA members ~~would not do any work normally done by employees on strike or by persons refusing to~~ shall not cross picket lines.
- ~~(2) VINTA members would not do their regular duties if the School Board used strike breakers.~~
- (3) VINTA shall support legally ~~and morally~~ any teacher member who refuses to cross picket lines ~~at an SD85 worksite, or who follow resolutions 1 and 2.~~
- (4) VINTA shall obtain ~~prior~~ assurance that the BCTF will legally support legally ~~and morally~~ any teacher member who refuses to cross picket lines ~~at an SD85 worksite.~~

09.03.78

## **G. DUTIES OF VINTA EXECUTIVE AND STAFF REPRESENTATIVES**

**G.1.** It shall be the duty of the President, and appropriate Committee Chairpersons, ~~or their designates~~, to attend the BCTF Summer Conference designed to apprise them of responsibilities/procedures related to their various positions.

03.11.77

~~**G.2** Re-imbusement of expenses incurred by such attendance, not covered by the BCTF, will be in accordance with established Association Bylaws.~~

03.11.77

**G.2** It shall be the responsibility of the President, the Local Association Representative and each Standing Committee Chairperson, to submit to the Annual General Meeting a ~~written~~ report of the year's activities; and to make, where appropriate, recommendations relevant to such activities.

03.11.77

## **H. MEETINGS**

**H.1.** The Agenda of Executive Committee meetings and Representative Assembly should follow the following format:

- (a) Call to Order and traditional greeting
- (b) Amendment/adoption of agenda
- (c) Adoption of previous minutes
- (d) Business
- ~~(e) Correspondence~~
- (e) President's Report
- (f) Treasurer's Report
- (g) Committee Reports (for information - not to include motions)
- (h) Local Association Representative
- (i) School Reports (RA only)
- (j) Any other business
- ~~(l) Establishment of date, time and place for next meeting.~~
- ~~(m) Announcements~~
- (k) Adjournment

GM.27.9.17

**H.2.** Agendas for General Meetings, except the Annual General Meetings are to be kept to a minimum of business.

03.11.77

~~**H.3.** Before debate shall take place at duly constituted meetings of the Association, all formal motions made are to be (a) properly moved and seconded, and (b) submitted in writing to the Chair.~~

~~03.11.77~~

**H.3.** Attendance shall be recorded at each meeting of the Executive Committee and Representative Assembly. Any Executive Committee member who fails to attend three consecutive Executive and Representative Assembly meetings shall have their position reviewed. After review the Executive Committee will:

- (a) acknowledge that an acceptable reason for absence exists, or
- (b) advise the member concerned that unless attendance improves their position will be declared vacant, or
- (c) declare the position vacant.

03.11.77

GM.27.9.17

**H.4.** In the event that a Staff representative or their designate fails to attend two consecutive Representative Assemblies, the Association President shall inform the school staff of such absence.

03.11.77

**H.5.** Meetings of the Executive Committee, the Representative Assembly and General Meetings will normally alternate between suitable locations in Port Hardy and Port McNeill.

## **J. VINTA CONFIDENTIAL SECRETARY**

**J.1.** VINTA shall hire a confidential secretary; the Executive Committee shall determine the amount of hours based on need.

EC.12.09.83

**J.2.** Minutes for General meetings and Representative Assemblies shall be taken by the VINTA confidential secretary, supervised by the Secretary-Treasurer.

RA.8.5.85

**J.3.** The VINTA ~~employee confidential secretary~~ receives the same bereavement leave ~~of 5 days~~ that ~~are is~~ available to VINTA members.

RA. 15.05.91

**J.4.** The salary/benefit package for the VINTA confidential secretary be ~~as follows~~ negotiated at the time of hire with the Executive Committee:

- ~~1) there be 10 sick days per year (accumulative to 60 days) which will not be redeemable or transferable~~ An annual review of the contract is recommended to stay current with BC Labour Standards;
- 2) that the VINTA Secretary be encouraged to engage in Professional Development activities which the Association will fund to a maximum of the annual Pro-D allotment for ~~teachers members~~.
- ~~3) VINTA continue to pay 8% of salary in lieu of Medical/dental/extended health;~~

RA.17.11.93

~~**J.5.** A contingency fund be set up to cover ten secretary sick days.~~

RA.17.11.93

~~J.6. The VINTA secretary attend the Representative Assembly and the General Meeting but no overtime be paid until 7 1/2 hours have been worked for that day.~~

RA.21.06.89

## K. NOMINATIONS

K.1. Any active member in good standing may be nominated for a position as a Table Officer or Committee Chairperson prior to the Annual General Meeting.

03.11.77

K.1.1. Nominations, by self or other, for the positions of Table Officers and Committee Chairpersons will open on March 1 of each year and will close on April 5 of that year. Nominations will also be accepted from the floor of the AGM.

AGM 2017

K.2. All candidates nominated prior to April 5 shall have their names publicized, given prior notice, in the agenda of the AGM

03.11.77

K.2.1. Nominations received by the April 5 deadline will be published to members two (2) weeks prior to the AGM.

AGM 2017

K.3. Members nominated who are not elected to a particular position may be nominated for any other vacant position.

03.11.77

K.4. Notwithstanding the above, nominations for all vacant positions may be made in open meeting.

03.11.77

K.4.1. Nominations between March 1 and April 5 may be by self-referral, but those from the floor of the AGM must come from another member in good standing.

AGM 2017

K.4.2. Nominees not able to be present at the AGM must indicate willingness to stand for the position, in writing, to the local president or vice president prior to the date of the AGM.

AGM 2017

K.4.3. Nominees may choose to address the AGM in person, or by written statement if they are not able to attend.

AGM 2017

**K.5.** The position of Local President shall be for no longer than four (4) consecutive years with the possibility of up to a two (2) year extension if no other member seeks nomination for the position.

**K.6.** Any member nominated for the position of Local President must receive a simple majority vote of members present at the AGM to be considered elected.

**L. PARENT ADVISORY COMMITTEE**

**L.1.** VINTA supports the formation and involvement of Parent Advisory Committees at both the individual school level, and at the district level based on the following principles:

1. Goals and directions of the school system should be determined in consultation with students, parents, and teachers at the local level.
2. Educational decision making should involve both parents and students.
3. That closer liaison between home and school is desirable for effective decision making on educational matters.

23.01.85

**L.2.** VINTA believes that liaison and co-operation between itself and both local and district Parent Advisory Committees can enhance the quality of educational decision making in School District #85. To this end, VINTA will:

1. Assist parents in gathering information for a better understanding of educational and professional issues, and
2. Involve parents wherever possible in its professional activities.

23.01.85

**M. RE-IMBURSEMENTS**

**M.1.** **Mileage Vehicle Use Rates**

**M.1.1** VINTA shall follow BCTF mileage vehicle use and meal rates. In addition, gravel roads will be paid at .03 cents/km. higher than BCTF rates.

GM.15.5.85

**M.2.** It shall be the policy of this Association that no member conducting business on behalf of the Association shall be “out of pocket” for legitimate expenses incurred while conducting that business.

03.11.77

**M.3.** Receipts for all expenses, except those for land transportation meals and vehicle use, are to be submitted to the Association Secretary-Treasurer by the member incurring such expenses before reimbursement will be made.

03.11.77

#### ~~**M.4 BCTF Representative Assembly**~~

~~**M.4.1.** Reimbursement for the expense incurred by the Alternate Local Association Representative shall be the responsibility of the Association and shall be paid in accordance with Association Bylaw D.1-5. These expenses shall be paid once only during the school year, and will be paid only if the Alternate Local Association Representative accompanies the duly elected representative to a BCTF Representative Assembly.~~

~~**M.4.2.** The Alternate for the Local Association Representative be the Local President where the costs of an alternate are not covered by the BCTF.~~

**M.4.** The extra costs for insuring the President’s vehicle for business during their term of the Presidency shall be a charge against the administration section of the budget.

GM.15.5.85

GM.27.9.17

**M.5.** Members who are employed by the Board on a part-time or Teacher Teaching on Call basis and engage in VINTA business during the school



day will be paid at their salary rate by VINTA to the maximum allowed under contract.

RA.23.4.86

**N. BURSARY**

- N.1.** The following shall be the posted qualifications for the VINTA bursary:

**VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION BURSARY**

Upon application, the VINTA Bursary of \$750 will be awarded to current Grade 12 students in School District 85 that are children/grandchildren/step-children of active or retired VINTA members.

- N.2.** The VINTA Bursaries must be utilized by December 31 (18 months) of the year after they were awarded.
- N.3.** The South Zone (NISS) Bursary shall be named in honour of Tage Wickstrom.

**P. TEACHERS TEACHING ON CALL**

- P.1.** VINTA adopts the BCTF policies on Teachers Teaching on Call as part of our VINTA procedures (see section 43 of the Membership Guide).

AGM.23.05.84

- P.2.** VINTA endorses the BCTF policy on volunteers as adopted at the BCTF 1986 AGM.

RA.18.5.86

- P.3.** Teachers Teaching on Call attending Staff Rep Training or Professional Development training be paid their daily salary rate to the maximum allowed under contract.

RA.13.10.93

- ~~**P.4.** All references to "substitute" on VINTA materials and correspondence be replaced by "Teacher Teaching on Call".~~

~~GM.27.1.93~~

**Q. VOTING**

**Q.1.** The President shall have a vote in all deliberations of VINTA. In the event of an equal number of affirmative and negative votes being cast for a motion, the motion shall be lost.

27.11.81

**Q.2.** No member shall be permitted to vote on behalf of another member at any VINTA General Meeting.

27.11.81

**Q.3.** A vote of ratification for a proposed local contract shall be by secret ballot ~~at a General Meeting in accordance with Bylaw C.2-2~~, but only after debate and discussion of said contract proposal has occurred.

27.11.81

**R. Job Actions**

**R.1.** If a member is doing Local, Federation or Teachers' Council business outside the district while the district is on strike, the member will receive strike pay ~~(in lieu of salary)~~.

RA.24.03.93

**R.2.** If a member is on pre-approved Professional Development while the district is on strike, the member will receive strike pay ~~(in lieu of salary)~~.

RA.24.03.93