

Interlake Teachers' Association

Policies

Effective March 2018

Interlake Teachers' Association Local Policies

I. Definitions.

A. For the purposes of the Constitution, Bylaws, and Policies of the Local, unless the context requires otherwise, or a separate definition is provided, terms when capitalized, shall have the same meanings as the Constitution, Bylaws, and Policies of the Society; grammatical variations of such terms shall have the meanings set out below; grammatical variations of such terms shall have corresponding meanings:

"Division" shall mean the Interlake School Division "Executive" shall mean Executive of the Local

II. Amendments

A. Amendments to Policies shall be governed by the Local Bylaws and Constitution.

III. Meetings

- A. Subject to Bylaws and Constitution.
 - 1. Meetings of the Local shall be governed by the Local Bylaws and Constitution.

B. Executive Meetings

- 1. During the school year, meetings of the Executive shall normally occur monthly.
- 2. The President shall provide an agenda and a report to the Executive two (2) Days before the meeting date.
- 3. Members shall be made aware of Executive Meeting dates at least seven (7) Days prior to Executive Meetings.
- C. Annual General Membership Meeting
 - 1. Notice
 - a. The President shall make reasonable effort to announce the date, time, and place of the Annual General Membership Meeting at least one month prior to the date of the meeting.

- 2. Agenda
 - a. In accordance with the Constitution, the President shall provide an agenda or outline of the business to be transacted at the Annual General Meeting at least seven (7) Days prior to the date of the meeting.
 - b. Members wishing to place items on the agenda should communicate to the President the item to be placed on the agenda fourteen (14) Days prior to the meeting.
 - c. The agenda shall be submitted as the first item of business at the Annual General Meeting.
 - d. Any Member may, at this time, move an amendment to the agenda.
 - e. The Chair shall rule out of order any motion to amend the agenda which would introduce new business whose substance might have significant financial implications for Members and/or the potential to significantly affect working conditions of Members. A unanimous vote of members present and voting shall be required to waive this provision.
 - f. Such new business shall be placed on the agenda of the subsequent Annual General Meeting. Or, if the matter is urgent, a Special General Meeting may be called to dispense with the matter.
 - g. The agenda, once approved, shall not be departed from except by unanimous consent of the Members present and voting.
- D. Cancelation due to inclement weather.
 - 1. Any meeting of Members or the Executive scheduled to take place on a school day on which the Interlake School Division is closed due to inclement weather shall be automatically postponed.
 - 2. The President may, at his or her discretion, postpone or cancel a meeting due to inclement weather.
 - 3. The President shall make arrangements to reschedule any postponed meetings.

IV. Benefits

- A. Changes of Benefits
 - 1. The Executive may, from time to time, propose changes to the benefits package of Members.
 - 2. Individual Members may suggest changes to the benefits package by presenting those changes to the Executive.
 - 3. The Executive shall provide information to members as to the nature of the change and the cost implications.
 - 4. The Bylaws shall govern the approval process of a change in benefits.

V. Local Duties Leaves

- A. President's release
 - 1. The President may access up to 50% release from teaching duties.
 - 2. Notice of intent to exercise the leave for the succeeding year must be sent to the Superintendent of the Division before May 15 of the school year preceding that in which the leave is to be taken.
 - 3. The Treasurer shall ensure that the Local receives the Society subsidy for President's release.
 - 4. A change in release time in excess of 50% requires approval of the Members either at a General Meeting or by plebiscite.
- B. Executive Members
 - 1. Executive Members may access up to five (5) school days of release to conduct the business of the Local.
 - 2. More days may be requested from the School Division which may or may not grant such a request.
 - 3. Executive Members may access these days at their own discretion and must make appropriate arrangements with their school principals.
 - 4. Executive Members who will be delegates to Provincial Council should reserve three days of leave for the binder meeting and the Provincial Council meetings.
- C. Members not on the Executive
 - 1. Any Member may access up to five (5) school days release to conduct the business of the Local.
 - 2. Any such release shall first be approved as follows.
 - a. The President is empowered to approve such leave up to a maximum of one (1) day per Member.
 - b. The Collective Bargaining Chair is empowered to approve leave days for members of the Collective Bargaining Steering Committee and members of the Collective Bargaining Table Committee as required.
 - c. The Executive shall approve all other release for Members not on the Executive.

- VI. Duties of Executive Members
 - A. In addition to duties outlined in the Constitution and Bylaws, all Executive Members shall
 - 1. make reports as appropriate at monthly meetings;
 - 2. attend Society workshops related to their portfolio; and
 - 3. inform members of significant events and/or useful information regarding their portfolio.
 - B. The President, Vice-president, Past-president, Secretary, and Treasurer, shall perform such duties as described in the Bylaws.
 - C. The Workplace Safety and Health Chair shall
 - 1. be familiar with workplace safety and health legislation, regulations, and board policy; and
 - 2. act as one of the Local's nominees to the Division's Workplace Safety and Health Committee.
 - D. The Professional Development Chair shall
 - 1. inform members of professional development opportunities;
 - 2. work with the Interlake School Division senior administration in the planning and implementation of professional development programs; and
 - 3. liaise with the Society, the Department of Education, and the Interlake School Division to promote quality professional development for members.
 - E. The Public Relations Chair shall
 - 1. promote a positive relationship between the Local and the community;
 - 2. apply for public relations grants at the direction of the Executive;
 - 3. promote Local events to Members; and
 - 4. procure gifts, for Members at the direction of the Executive.
 - F. The Collective Bargaining Chair shall
 - 1. lead the collective bargaining process;
 - 2. educate the membership as to the contents of the Collective Agreement; and
 - 3. assist in the implementation of the collective agreement.
 - G. The Employee Benefits Chair shall
 - 1. become familiar with all benefits to which members are entitled; and
 - 2. educate the membership as to the nature of their benefits.

- H. The Education Finance Chair shall
 - 1. monitor the Interlake School Division budget process;
 - 2. assist the President in preparing and making budget presentations to the Interlake School Division as directed by the Executive; and
 - 3. obtain, for Local records, the Interlake School Division draft budget, completed budget and audited report.
- I. The Field Services Chair shall
 - 1. arrange meeting spaces for all Executive, General and Special meetings of the Local; and
 - 2. arrange refreshments for meetings.
- J. The Equity and Social Justice Chair shall
 - 1. become familiar with social justice issues;
 - 2. provide advice to the executive regarding social justice issues; and
 - 3. promote social justice initiatives in the Division.
- K. Indigenous Voice and Action Chair:
 - 1. become familiar with Indigenous issues;
 - 2. provide advice to the executive regarding Indigenous issues; and
 - 3. promote Indigenous initiatives in the Division.
- L. Members at Large shall
 - 1. assist executive members as required; and
 - 2. attend Society training seminars with or in the place of committee chairs.

VII. Collective Bargaining

A. Collective Bargaining Chair

With specific regard to the bargaining process the Collective Bargaining Chair shall

- 1. chair all committees named hereunder.
- 2. ensure that the Letter to Open is sent to the Employer by mid April (see sample Letter to Open in Appendix A).
- 3. liaise with the Society appointed staff officer to ensure that the collective bargaining process and the opening proposal address the concerns of the Local, the Lakewood Region and the Society.
- 4. as far as is reasonable follow the sequence of bargaining as laid out in Appendix C.

- B. Collective Bargaining Steering Committee
 - 1. The Collective Bargaining Chair shall call for volunteers to sit on the Collective Bargaining Steering Committee (CBSC).
 - 2. The call for volunteers shall be done through electronic means as well as a poster in each school.
 - 3. Normally all volunteers are accepted onto the committee.
 - 4. If, however, the number of volunteers is too great, the Collective Bargaining Chair is empowered to select a committee from the volunteers. The Collective Bargaining Chair shall endeavour to construct a committee whose members represent a broad range of teaching roles, grades taught, and schools represented.
 - 5. The CBSC shall meet as directed by the Collective Bargaining Chair.
 - 6. The tasks of the CBSC shall be
 - a. to create, conduct and collate a bargaining survey;
 - b. to examine existing clauses in the Local and other collective agreements;
 - c. to draft an opening proposal using information gathered; and
 - d. to present the completed proposal to the Executive for approval.
 - 7. The CBSC shall work in cooperation with the staff officer assigned to the Local by the Society.
- C. Collective Bargaining Table Committee.
 - 1. The Collective Bargaining Table Committee (CBTC) shall be composed of the Society staff officer assigned to the Local, the Collective Bargaining Chair, the President, and three (3) additional Members nominated by the Collective Bargaining Chair.
 - 2. Normally the members of the CBTC will have been members of the CBSC.
 - 3. The Collective Bargaining Chair may nominate Members to the CBTC who were not part of the CBSC if such an appointment is advantageous to the Local.
 - 4. The Executive shall approve, by motion, all members of the CBTC.
 - 5. The CBTC shall enter negotiations with the Interlake School Division.
 - 6. Subject to the Constitution and Bylaws of the Local and the Society, the CBTC is empowered to
 - a. finalize an agreement-in-committee;
 - b. declare an impasse; and/or
 - c. recommend to the Executive strategies such as mediation, conciliation, and interest arbitration to resolve an impasse;
 - 7. The Executive shall by motion, approve any such strategy before engaging in it. Any such action, thus approved, is subject to the Constitution and Bylaws of the Local and the Society.

VIII. Liaison Committee

- A. The Liaison Committee is a committee composed of Executive members who meet with several school trustees and the senior administration to discuss issues of concern.
- B. Formation and Composition
 - 1. The Executive shall approve, by motion, the members of the Liaison committee on an ad-hoc basis at an Executive meeting preceding each Liaison meeting with the Board of the Interlake School Division.
- C. Agenda and Minutes
 - 1. The Executive shall approve, by motion, all topics and agenda items that the Liaison Committee is to raise at any Liaison Meeting.
 - 2. It is the policy of the Interlake Teachers' Association that Liaison Meetings are to remain informal and therefore no minutes should be recorded.

IX. Provincial Council

- A. Delegates and alternates
 - 1. The Executive shall appoint, by motion, delegates and alternates to Provincial Council.
 - 2. The number of delegates shall be that prescribed by the Society.
 - 3. The maximum number of alternates shall be five.
 - 4. Delegates and alternates shall make reasonable effort to attend scheduled sessions.
 - 5. When a delegate is unable to attend a session, the delegate shall ensure that an alternate takes his or her place.

B. Expenses

- 1. Delegates shall claim only the amounts allocated by the Society in accordance with the existing Society rules in place for Provincial Council.
- 2. Alternates shall be reimbursed by the Local in accordance with Society guidelines applicable to Provincial Council delegates.

C. Reporting

1. Following the Provincial Council, the President shall prepare and present to Members a report concerning the highlights of the Provincial Council.

X. Finances

A. Fees.

- 1. The Local fee shall be set annually at 10% of the Society fee. (Note: If the fee is set to less than 10% of the Society fee the Local will lose the President's release subsidy.)
- 2. Notwithstanding the above, the Association may approve a higher fee at a General Meeting by a simple majority of Members present and voting.
- B. Expenses of Executive and Committee Members
 - 1. The following apply only to all members of the Executive and members of any committee created by the Executive.
 - 2. When an Executive or committee member attends an event where expenses are covered by the Manitoba Teachers' Society, that Member shall make claim for those expenses directly to the Society.
 - 3. Driving Expenses
 - a. Driving expenses may be claimed while on Local business.
 - b. The Local shall use the same per kilometer rate as the Society.
 - c. When attending a meeting after school, an Executive or committee member shall calculate distance travelled as the distance from his or her school to the meeting plus the distance from the meeting to his or her home.
 - 4. Meals
 - a. When an Executive or committee member is engaged in Local business and is unable to be home or at school for a normal meal time the member may make claim for meal expenses.
 - b. The Local will reimburse the member for actual costs incurred up to a maximum of the Society meal allowance.
 - c. The member shall submit receipts to claim meal expenses.
 - 5. Child Care
 - a. When an Executive or committee member is engaged in Local business and, as a result, incurs child care expenses, the Local shall reimburse the member at an hourly rate equivalent to the Manitoba minimum wage up to a maximum of eight hours per day.
 - 6. Other Expenses
 - a. A Committee Chair may, at his or her discretion, purchase goods or services for the Local and shall receive reimbursement thereof.
 - b. The Committee Chair shall submit receipts in order to claim such expenses.
 - c. Any expenditure over \$200.00 must receive prior approval of the Executive at a regular Executive Meeting or by electronic means.

- C. Professional Development
 - 1. The Executive shall budget annually some funds for the professional development of Executive Members.
 - 2. Any expenditure funds shall be:
 - a. approved by motion by the Executive either at a regular meeting or through electronic means;
 - b. for the exclusive use of Executive Members; and
 - c. directed toward events, opportunities, and/or materials related to the Objects of the Local.
 - 3. For clarity, the professional development fund of the Local is intended to assist individuals in fulling their duties as Executive Members.
- D. Sports Teams
 - 1. The Local will pay one half (½) of the entry fee for the official Local Team taking part in a Society sponsored sporting event.
 - 2. The Local will reimburse the travel costs of a team or individual participating in a Society sponsored sporting event under the following conditions.
 - a. The event is more than 200km from Winnipeg.
 - b. The team or individual has received prior sanction as the official Local representative.
 - 3. Travel costs will be calculated at the same per kilometer rate as the Society to a maximum of \$200.00 per event. If several persons incur travel costs to a single event, the reimbursement shall be divided between them in a mutually agreed upon manner.

E. Accommodations

- 1. From time to time the Executive may direct Members to attend Local or Society business at a location more than 100km from the Member's home.
- 2. In such cases, the Member shall be reimbursed by the Local for meals, travel, and accommodation not covered by the Society or another provider.
- 3. Such reimbursement shall be at the same rate as the Society.
- 4. In the case where the Society covers costs for double occupancy and the Member elects single occupancy, the Member shall be reimbursed by the Local for the difference in cost.
- 5. This section shall also apply to a Member serving as a delegate or alternate to Provincial Council whether or not that Member must travel more than 100km to attend Provincial Council.

XI. Awards

- A. Long Service Award
 - 1. Any Member who leaves the Local after ten years of service in the Local shall receive a gift in recognition of his or her service.
 - 2. This award may only be received once.
 - 3. Long Service Awards shall normally be given at the Retirement Celebration in June of the school year marking the end of the member's service in the Association.
 - 4. Long service gifts shall be approximately \$250.00 in value.
- B. Scholarships
 - 1. The Local shall annually award four scholarships in the amount of \$750.00 to four graduating high school student.
 - 2. The awards shall be distributed as follows:
 - a. one to a graduating student of Warren Collegiate;
 - b. one to a graduating student of Teulon Collegiate; and
 - c. one each to two graduating students of Stonewall Collegiate
 - 3. To receive the scholarship the student must
 - a. obtain 75% average in the final year of studies. (Average to be calculated by each high school using the school's normal procedure.)
 - b. be entering university in the fall session of his or her graduating year;
 - c. indicate an interest in entering the teaching profession;
 - d. when possible be a son or daughter of a Member; and
 - e. be selected by his or her school administration.
 - 4. The President shall inform the school of the above criteria in May of each school year.
 - 5. The offer of scholarships shall normally be presented to the students at their graduation ceremony by the President or designate.
 - 6. To receive the scholarship the student must send, to the Treasurer, reasonable proof that the student has registered and paid tuition at a university. See Appendix B for a sample letter to be given to the student.

Appendix A: Letter to Open



Interlake Teachers' Association

Name of Superintendent Superintendent/CEO Interlake School Division

April xx, 20xx

RE: Collective Agreement

In accordance with the provisions of the Collective Agreement, the Public Schools Act and the Labour Relations Act, the Interlake Teachers' Association hereby gives notice of its intention to renew or amend the _____ to _____ Collective Agreement between the Interlake School Division and the Interlake Teachers' Association.

Please contact ______ to arrange a mutually convenient time to commence negotiations.

Sincerely,

Name of Bargaining Chair Bargaining Chair Interlake Teachers' Association

c. President, Interlake Teachers' Association Staff Officer, Manitoba Teachers' Society Bargaining Chair, Interlake School Division Secretary Treasurer, Interlake School Division

Appendix B: Scholarship Letter



Interlake Teachers' Association

June xx, 20xx

Dear Scholarship Winner,

The Interlake Teachers' Association (ITA) wishes to recognize your academic achievements and your desire to pursue post secondary studies in a University or College by offering you a \$750.00 scholarship. This scholarship may be used toward the costs of your post secondary education. The members of the ITA wish to congratulate you on winning this award and wish you much success in your chosen field of study.

To access your award please provide evidence of paid registration at a recognized university or college to the address below. Unfortunately, a simple letter of acceptance cannot be considered to be proof of payment; a copy of your receipt, however, would be fine. Once we receive your proof of payment, a cheque will be sent to the mailing address you provide.

Send your proof of payment along with your name and mailing address to:

Name of Treasurer – ITA Treasurer c/o School of Treasurer Address of School

Again, congratulations on receiving this award.

On behalf of the ITA,

Name of President President, ITA

Appendix C: Sequence of Bargaining

The timeline indicated below should be followed as much as is practical to ensure the smooth flow of the bargaining process and a quality opening proposal.

- 1. In the school year prior to the expiration of the collective agreement the appropriate individual or committee shall
 - a. call for CBSC volunteers in September or October;
 - b. create a survey before Christmas break;
 - c. conduct and tabulate the survey in January and February;
 - d. send the Letter to Open usually by mid-April but certainly before the end of April;
 - e. create an opening proposal in March, April and May;
 - f. present the opening proposal to the Executive at the May executive meeting; and
 - g. arrange negotiation dates with the Division for June or the following September.
- 2. During negotiations the Collective Bargaining Chair shall
 - a. report to the Executive at each regular Executive Meeting;
 - b. report to the Membership at General Meetings as they occur (these reports shall observe the confidentiality of the bargaining process); and
 - c. inform the Executive of the results of the bargaining process vis-à-vis agreement-in-committee or impasse.
- 3. Agreement-in-Committee
 - a. When an agreement-in-committee has been reached the Collective Bargaining Chair shall ask the President to call for a ratification vote.
 - b. At least seven (7) Days' notice shall be given for the ratification vote.
- 4. Impasse
 - a. When an impasse has been reached, the Collective Bargaining Chair shall advise the Executive of the recommendations made by the CBTC for further action.
 - b. The Executive shall decide, by motion, on which action to take.
- 5. Ratification Vote

- a. Ratification votes shall be conducted by secret ballot.
- b. Ballots shall be counted by one member of the Executive and two other members of the Association not on the Executive.
- c. The Collective Bargaining Chair and the President shall not participate in ballot counting.
- d. Once the results are announced, a motion to destroy the ballots shall be put.