

OCFA Policy Manual



Your union policies

Collation of all known union policy documents

OCFA POLICY MANUAL

YOUR UNION POLICIES

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GUIDING PRINCIPLE

These policies are intended to support the business of the Okanagan College Faculty Association (the Association). Sound judgment and reasonable expectations should be applied to individual situations given the spirit and intent of being fiscally responsible, transparent, and accountable to the members. The Association is committed to the membership as a whole, shall lead by example, model equality, and follow the OCFA Constitution and By-Laws and these policies.

MANDATORY NOTIFICATIONS SCHEDULE

MARCH/APRIL/MAY First nominations call for AGM – FPSE Standing Committee Policy sent by Secretary and President.

APRIL/MAY First notice for AGM - Elections Policy sent by President.

POLICIES AND MOTIONS OF THE MEMBERSHIP

Conflict of Interest Policy

25 April 2025 AGM Approved

1) PURPOSE

All Executive, Council, and Committee members have a duty to ensure that the integrity of the decision-making processes of the Council is maintained by ensuring that they and other members of the Executive, Council, and Committees are free from conflict or potential conflict in their decision-making. It is inherent in an Executive, Council, and Committee member's fiduciary duty that conflicts of interest be avoided. It is important that all Executive, Council, and Committee members understand their obligations when a conflict of interest or potential conflict of interest arises.

2) APPLICATION

This policy applies to all Executive, Council, and Committee members, including ex-officio members, and all non-Council members of committees and others who perform functions for the Association like those normally performed by such Executive or Council members. For purposes of this policy, Executive, Council, and Committee members will be referred to as "Committee members" or "Committee member".

3) POLICY

Committee members shall avoid situations in which they may be in a position of conflict of interest or perceived conflict of interest. The Association bylaws contain provisions with respect to conflict of interest that must be strictly adhered to. In addition to the bylaws, the process set out in this policy shall be followed when a conflict or potential conflict arises.

4) DESCRIPTION OF CONFLICT OF INTEREST

- a. A conflict of interest arises in any situation where the Committee member's duty to act solely in the best interests of the organization and to adhere to the Committee member's fiduciary duties is compromised or impeded by any other interest, relationship or duty of the Committee member. A conflict of interest also includes circumstances where the Committee member's duties to the Association conflict with other duties owed by the Committee member such that the Committee member is not able to fully discharge the fiduciary duties owed to the Association.
- b. The situations in which potential conflict of interest may arise cannot be exhaustively set out. Conflicts generally arise in the following situations:
 - i. Transacting with the Association

A conflict arises when the Committee member transacts with the Association directly or indirectly. When the Committee member has a material, direct or indirect, interest in a contract or transaction with the Association. Transactions related to expense reimbursements following the Association's expense reimbursement policy will be considered to have appropriately managed the conflict of interest.
 - ii. Interest of a Relative

A conflict arises when the Association conducts business with suppliers of goods or services or any other party of which a relative or member of the household of the Committee member is a principal, Committee member or representative.
 - iii. Gifts
 1. A conflict arises when a Committee member or a member of the Committee member's household or any other person or entity designated by the Committee member, accepts gifts, payments, services or anything else of more than a token or nominal value from a party with whom the Association may transact business (including a supplier of goods or services) for the purposes of (or that may be perceived to be for the purposes of) influencing an act or decision of the Board.
 2. "Nominal value" refers to a small, insignificant value of a gift or benefit that is generally considered not substantial enough to influence someone's decision-making.

iv. Acting for an Improper Purpose

A conflict arises when a Committee member exercises their powers motivated by self-interest or other improper purposes. A Committee member must act solely in the best interest of the Association. A Committee member who is a representative (or a delegate) of a particular group must act in the best interest of the Association even if this conflicts with the interests of the group.

v. Appropriation of the Association Opportunity

A conflict arises when a Committee member diverts to the Committee member's own use an opportunity or advantage that belongs to the Association.

vi. Duty to Disclose Information of Value to the Association

A conflict arises when a Committee member fails to disclose information that is relevant to a vital aspect of the Association's affairs.

vii. Serving on the Board of Other Organizations

1. A Committee member may be in a position where there is a conflict of "duty and duty". This may arise where the Committee member serves as a Committee member of two organizations that are competing or transacting with one another. It may also arise where a Committee member has an association or relationship with another entity.
2. For example, if two organizations are both seeking to take advantage of the same opportunity. A Committee member may be in possession of confidential information received in one boardroom or related to matters that are of importance to a decision being made in the other boardroom. A Committee member cannot discharge the duty to maintain such information in confidence while at the same time discharging the duty to make disclosure. A Committee member cannot act to advance any interests other than those of the Association.
3. This policy does not apply to other organizations whereby virtue of the Committee member's position with the Association must hold an associated position with the other organization (for example, FPSE).

5) DISCLOSURE OF CONFLICTS

- a. A Committee member who is in a position of conflict or potential conflict shall immediately disclose such conflict to the Council by notification to the Executive. The disclosure shall be sufficient to disclose the nature and extent of the interest. Disclosure shall be made at the earliest possible time and, where possible, prior to any discussion and vote on the matter.
- b. Where:
 - i. A Committee member is not present at a meeting where a matter in which the Committee member has a conflict is first discussed and/or voted upon, or;
 - ii. A conflict arises for a Committee member after a matter has been discussed but not yet voted upon by the Council, Executive or Committee, or;
 - iii. A Committee member becomes conflicted after a matter has been approved; the Committee member shall make the declaration of the conflict to the Executive as soon as possible and prior to the next meeting of the Council, Executive or Committee;
- c. If a Committee member becomes interested in a contract or transaction after it is made or entered into, the disclosure shall be made as soon as possible after the Committee member becomes so interested;
- d. A Committee member may make a general declaration of the Committee member's relationships and interests in entities or persons that give rise to conflicts.

6) ABSTAIN FROM DISCUSSIONS

- a. The Committee member who has declared a conflict shall not be present during the discussion or vote in respect to the matter in which the Committee member has a conflict and shall not attempt in any way to influence the voting.
- b. No information on the matter will be shared with the conflicted Committee member while the matter is being discussed until the matter is resolved.

7) PROCESS FOR RESOLUTION OF CONFLICTS AND ADDRESSING BREACHES OF DUTY

A Committee member may be referred to the process outlined below in any of the following circumstances:

a. Circumstances for Referral

Where any Committee member believes that the Committee member or another Committee member:

- i. Has breached the Committee member's duties to the Association;
- ii. Is in a position where there is a potential breach of duty to the Association;
- iii. Is in a situation of actual or potential conflict of interest; or
- iv. Has behaved or is likely to behave in a manner that is not consistent with the highest standards of trust and integrity and such behaviour may have an adverse impact on the Association.

b. Process for Resolution

Matters shall be resolved according to the following process:

- i. Refer matter to the Executive.
- ii. The Executive may either
 1. attempt to resolve the matter informally; or
 2. refer the matter to an ad hoc sub-committee of Council established by the Executive which shall report to Council.
- iii. If the Executive elects to attempt to resolve the matter informally and the matter cannot be informally resolved to the satisfaction of the Executive, the Committee member referring the matter and the Committee member involved then the Executive shall refer the matter to the process in (b) (ii) (2) above.
- iv. A decision of the Executive or Council (when necessary) by majority resolution shall be the determinative decision of the matter.
- v. It is recognized that if a conflict, or other matter referred to cannot be resolved to the satisfaction of Council (by simple majority resolution), a Committee member may be asked to resign or may be subject to other measures as defined in the Constitution or Bylaws.

8) PERCEIVED CONFLICTS

It is acknowledged that not all conflicts or potential conflicts can be satisfactorily resolved by strict compliance with this policy. There may be cases where the perception of a conflict of interest (even where no conflict exists) may be harmful to the Association notwithstanding that there has been compliance with the policy. In such circumstances, the process set out in sections 6 and 7 of this policy shall be followed.

9) AMENDMENT

This policy may be amended by a special resolution of the Association membership.

Credit Card Policy

17 Feb 2021 Exec Recommended

8 April 2022 Council Approved

3 November 2023: amended – removal no Association credit cards are being issued at this time.

25 April 2025 AGM Approved

Elections Policy

4 April 2019 AGM Approved

25 April 2025 AGM Approved

1) PURPOSE

Whereas;

- Participation in elections at the Association AGM is both a right and responsibility of all members, and,

Whereas;

- All members, including the nominees for positions, will benefit from publicity about who the nominees are and why they are seeking to serve on the Grievance Committee, on the Executive Committee or in any other Association Council position;

Be it resolved that the following is adopted as Association policy.

2) MOTION (PASSED):

Nominations for Council or Steward positions received by the Secretary prior to the AGM (pursuant to By-Laws, Article VI, Section B, 2.) will, normally, be accompanied by a notice to all members which; identifies the position the nominee is seeking,

- I. identifies the two nominators;
- II. states the nominee's reasons for wanting to serve in the office sought; and
- III. provides a brief biography of the nominee.

THIS POLICY WILL BE MADE KNOWN TO MEMBERS ANNUALLY, BY THE PRESIDENT, NO LATER THAN THE DATE ON WHICH THE FIRST NOTICE OF THE AGM IS CIRCULATED.

3) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Electronic Meetings Policy

30 April 2021 AGM Approved

26 April 2024 AGM Approved

25 April 2025 AGM Approved

1) SCOPE

In addition to the Association By-Law Article VII, the following policies will apply to electronic meetings of the Association.

2) ELECTRONIC MEETINGS

- a. Electronic meetings of the Association are conducted through use of an Internet meeting service designated by the President or First Vice-President that:
 - i. Supports visible displays identifying those participating;
 - ii. Can identifying those seeking recognition to speak;
 - iii. Allows for the showing (or permitting the retrieval of) the text of pending motions; and
 - iv. Allows for the showing the results of votes.
- b. The President or First Vice-President may designate a separate Internet voting service to be used for the anonymous electronic voting if required.

3) GENERAL MEETINGS, ANNUAL GENERAL MEETINGS, AND SPECIAL GENERAL MEETINGS

- a. **Login information.** The Secretary shall send by e-mail to every member of the Association, at least one week before each meeting, the time of the meeting, the URL, and codes necessary to connect to the Internet meeting service, and, as an alternative and backup to the audio connection included within the Internet service, the phone number and access code(s) the member needs to participate aurally by telephone.
- b. **Login time.** The Secretary shall schedule Internet meeting service availability to begin at least 15 minutes before the start of each meeting.
- c. **Quorum calls.** The continued presence of a quorum shall be determined by the online list of participating members, unless any member demands a quorum count by audible roll call. Such a demand may be made following any vote for which the announced totals add to less than a quorum.
- d. **Technical requirements and malfunctions.** Each member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a member's individual connection prevented participation in the meeting.
- e. **Forced disconnections.** The chair may cause or direct the disconnection or muting of a member's connection if it is causing undue interference with the meeting. The chair's decision to do so, which is subject to an undebatable appeal that can be made by any member, shall be announced during the meeting, and recorded in the minutes.

4) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Expense Reimbursement Policy

25 April 2025 AGM Approved

1) PURPOSE

The Expense Reimbursement Policy establishes the guidelines for reimbursement of the reasonable expenses of the Council and Executive members, and the Association membership. For the purpose of this policy, a Council member is meant to include all elected or appointed members of Council and the Executive.

2) SCOPE

The Association recognizes that Council members and the Association membership may incur expenses related to attending meetings, obtaining education relevant to service as a Council member of the Association, or incur expenses on behalf of the Association and otherwise advancing the interests of the Association. When incurring business expenses, the Association expects Council members to:

- a. Exercise discretion and good business judgment with respect to the expenses;
- b. Be cost conscious and spend money as carefully and judiciously as the individual would spend his or her own funds; and
- c. Report expenses, supported by required documentation, as they are spent.

3) EXPENSE REPORTS

- a. Council members and the Association membership requesting reimbursement of expenses should submit an approved written expense report itemizing the expenses with sufficient explanation to
 - i. describe the vendor;
 - ii. the date; and
 - iii. the purpose for each expense.
- b. The individual should include receipts or other appropriate documentation of each expense with the request. A credit card receipt may be used to document the vendor and date of an expense, provided adequate details concerning the expense are provided.
- c. The expense report along with related receipts or other appropriate documentation should be provided to the Association's Treasurer either via interoffice mail or email: treasurer@ocfaculty.ca.
- d. The expense report should be submitted no later than the end of the following month of incurring the expenditure. This allows for effective management and oversight of our finances.
- e. The Treasurer is responsible for ensuring that the expenditures claimed are consistent with all Association policies. In the event of a Treasurer expense report submission, one of the approved signing authorities of the Association will be responsible for ensuring that the expenditures claimed are consistent with all Association policies.

4) TRAVEL

- a. Expenses submitted related to travel should follow the Association's Travel Policy.
- b. The Association will only reimburse Association members' approved travel costs for Association business activities.
- c. Incremental costs for any travel, meals, or other activities of non-Association individuals (i.e., family, friends) will not be reimbursed.

5) NON-REIMBURSABLE EXPENSES

It is presumed that the following expenses are not reasonable and necessary and are not eligible for reimbursement unless approved in advance:

- a. Parking or traffic fines;
- b. Personal automobile repairs;
- c. "No-show" charges or penalties for flights, hotels or car rentals unless justified by extraordinary circumstances;
- d. Dues to private clubs or associations;
- e. Alcoholic beverages;

- f. Political party fees of any kind;
 - g. Gym and recreational fees;
 - h. In-room movies and mini-bar charges;
 - i. Lost/theft of cash, airline tickets or other personal property;
 - j. Flight insurance or baggage insurance;
 - k. Lost baggage or excess baggage charges for personal items;
 - l. Tips or gratuities more than 20% before tax;
 - m. Personal portion of trip;
 - n. Discretionary upgrades (flight, hotel, car, etc.);
 - o. Incremental expenses of any person other than the Council or Association member.
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6) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Faculty Time Release Policy

26 April 2024 AGM Approved
25 April 2025 AGM Approved

1) SCOPE

- a. This policy establishes general provisions that cover the circumstances and limitations under which Time Release may be appropriate for Association Executive members for the purpose of conducting the business of the Association. The goal of this policy is to establish uniformity, predictability, and transparency in the application of Time Release by the Association. This policy applies to Time Release for continuing faculty. This policy does not apply to faculty with term appointments.
- b. In this context a Time Release refers to a semester-long agreement for a continuing faculty member to have a reduced teaching load or non-instructional workload while being paid their normal academic salary. One section of Time Release is defined as one TLU of release in a given term, or the hourly equivalent for non-instructional faculty. The purpose of this Time Release is to provide adequate time for members of the Association Executive to conduct the business of the Association.
- c. Release time is not meant to provide a financial incentive to Executive members. It is intended to purchase their time from the Employer to perform duties related to the business of the Association such as:
 - i. Attend meetings with members and Management;
 - ii. Coordinate the activities of the Association Council;
 - iii. Conduct bargaining;
 - iv. Administer the finances and investments of the Association;
 - v. Administer the Collective Agreement;
 - vi. Meet and coordinate with the Association's partners.
- d. The Association receives funding for Time Release for the Association Executive from several sources which include provisions in the Collective Agreement (CA), external sources such as FPSE, and membership dues. The Association uses these funds to purchase Time Release from the Employer. The employer may then will assign other faculty to the duties that were released.
- e. The details of the release coverage from the CA are as follows:
 - i. College paid release;
 - 1. Local Agreement Article 5.4 provides for one-quarter full-time equivalent FTE per annum or 2 TLUs as understood by our local's workload language;
 - 2. Common Agreement Article 3.3.2 provides for the equivalent of 1/4 FTE for the year or 2 TLUs as understood by our local's workload language;
 - ii. Union and external affiliation paid release;
 - 1. Local agreement article 5.3 (union and external affiliation paid release, e.g., Federation of Post-Secondary Educators);
 - 2. Common Agreement 3.3.3.

2) OTHER RELEASES

Any Time Release funded through membership dues must be voted on and approved for each budget cycle. Time Release amounts outside of the Executive Release, such as for Negotiations Committee members, outlined below must be applied for and approved at an Association General Meeting.

3) ASSOCIATION EXECUTIVE TIME RELEASE AMOUNTS

- a. The historical release amounts for faculty have been standardized as:

Executive Position	Fall Semester	Winter Semester
President ¹	2.5 TLU	2.5 TLU
Vice-President ¹	2 TLU	2 TLU

Second Vice-President	1 TLU (2 TLU release in bargaining)	1 TLU (2 TLU release in bargaining)
Treasurer	1 TLU	1 TLU
Secretary	1 TLU	1 TLU

¹An additional 1 TLU release for both the Fall and Winter was secured from the language in the Common Agreement. Since the attainment of this release in 2019, the release has been shared by the President and the Vice-president.

- b. A continuing faculty member receiving a Time Release may not:
 - i. Accept additional or "overload" teaching assignments for additional compensation;
 - ii. Receive stipends in lieu of the Time Release(s);
 - iii. Faculty members who are on full leave are not eligible for Association Time Release;
 - iv. Faculty members who are on partial leave will be addressed on a case-by-case basis by Council.

4) **AMENDMENT**

Amendments to this policy must be approved by the membership through majority vote.

Grievance Confidentiality Policy Statement

25 April 2025 AGM Approved

1) PURPOSE

This Policy Statement is designed to assist the Association with issues of confidentiality in the grievance process.

2) SCOPE

The Association has a duty of confidentiality to members who bring forward complaints about possible violations of the terms and conditions of employment. No communications between the Association and the member that relate to the complaint shall be disclosed outside the Grievance Committee, the Executive, legal counsel, FPSE, and representatives of the employer, without the consent of the member.

3) PRINCIPLES

- a. The Association, and not the individual member, is a party to the collective agreement. As such, relevant information will have to be shared within the association by those with grievance-handling authority. This includes the Executive, the membership of the Grievance Committee, the legal counsel, and FPSE. Confidentiality in this process will be protected to the greatest extent possible,
- b. Information, such as the date of the violation, the articles violated, and the nature of the grievance may be released to the broader bargaining unit as the part of the Association's legal duty of fair representation and political responsibility to provide information on its activities.
- c. It is not possible to guarantee complete confidentiality if a legal requirement to disclose information occurs. In cases that are decided by an arbitrator, or if an arbitrator issues an order, or issues a subpoena at the request of the employer, the Association may be required to provide information related to a grievance.
- d. Confidentiality may, in extraordinary circumstances, be breached when the welfare of the individual, or the well-being of the public, or society are at risk.
 - i. For example, a member may make a threat against the Association or its members. Normally, in such cases, the Executive will vote to determine if it is necessary to release some or all the information related to a grievance to protect the public good.

4) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Honarium Policy

8 April 2022

26 April 2024 AGM Approved

25 April 2025 AGM Approved

1) PURPOSE

This policy outlines the Honarium Policy for members sitting on the Association Council and Committees of Council in recognition of the commitment and dedication of these members who are critical to the successful operation of the Association.

2) SCOPE

This policy applies to:

- a. Members of Council;
- b. Members of the Executive Committee;
- c. Members of Council Standing Committees; and
- d. Members of Ad-Hoc Committees.

3) PRINCIPLES

- a. The Association's Honarium Policy was implemented to recognize and reward the time, energy, and commitment of members who participate in the leadership of the Association.
- b. To qualify for an honorarium members must not be absent from three (3) or more consecutive meetings without sufficient cause. (Note *Article II Section C 3*, and *Article III Section G 1* of the Association's Constitution and By-Laws: Should any member of the Executive Committee or Association Council fail to attend for three consecutive meetings without good and sufficient cause that position will be declared vacant, and the position shall be filled as per Article III, Section F.)

4) DEFINITIONS

- a. From the perspective of the Canada Revenue Agency (CRA), payments for services made to an individual are either employment income or business income. The CRA does, however, support the notion of small payments that are not subject to the usual tax rules. The criteria for these payments include:
 - i. They are nominal, \$500, or less in a calendar year;
 - ii. They are made to an individual for voluntary services for which fees are not legally or traditionally required;
 - iii. They are not reflective of the value of the work done; or
 - iv. They are made on a one-time or non-routine basis to an individual as a "thank you".
- b. An honorarium is not appropriate if the Association is obtaining the services of a professional speaker or consultant who performs the requested service for a living. These individuals would be considered self-employed and should receive a fee for service or consulting payment, and a Service Agreement should be in place.

5) CRA TAXATION POLICY ON HONORARIUM

- a. Honoraria for residents of Canada are not subject to source tax deductions. However, an individual may be issued a T4A for the payment, and when they file their tax return for the year, any taxes owing on the amount paid will be assessed by CRA.
- b. Should the CRA reassess a payment processed as an honorarium as employment income, this can result in required payment of vacation pay, WCB and Employee health premiums, and both the employer and employee share of CPP and EI.

6) HONORARIUM AMOUNTS

Association Committee	Honorarium Amount
Association Council	\$500
Honorarium for Members who are not members of Association Council:	Honorarium Amount
Grievance Committee (CARC)	\$500
Nominations Committee	\$100
Negotiations Committee (where no release time has been provided)	\$500
Standing Committee Chair	\$500
Standing Committee Member	\$100
FPSE Standing Committee Representative	\$100
Ad-Hoc Committee Membership	\$100

No member may be awarded more than \$500 in honoraria in a calendar year.

7) ADMINISTRATION

The responsibility to administer this policy lies with the Treasurer. The Treasurer will establish and maintain a system of administering the honoraria each year. Records pertaining to the honoraria will be maintained and shared, with the exception of personal information, with the Association Council and Executive committee as required.

8) TRAVEL AND MEAL EXPENSES

Approved travel and meal expenses for Association business will be paid to members as provided in the Travel Policy.

9) PERSONAL INFORMATION

To comply with CRA regulations, the Association requires your legal name, social insurance number, and current home address. This information will be kept on file by the Treasurer for CRA reporting purposes only.

10) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Investment Policy Statement

22 January 2015, WGM Approved as *Interim Policy*

1 May 2015, AGM Approved

1 May 2017, AGM Approved

28 January 2022 WGM Conducted green & ESD review which advised no change needed

25 April 2025 AGM Approved

Okanagan College Faculty Association ("OCFA") operational reserve portfolio (the "Portfolio")

1) INTRODUCTION:

- a. The Okanagan College Faculty Association ("OCFA") Operational Reserve Portfolio is available to provide funding towards faculty members in the event of a strike and to support Association operations as needed.
- b. The purpose of this Investment Policy Statement is to establish and maintain the objectives and constraints of OCFA Operational Reserve Portfolio, so an appropriate portfolio can be constructed, effectively supervised, and evaluated.
- c. OCFA is responsible for the creation of, approval of, and updates to the Investment Policy Statement. Treasurer and Investment Subcommittee shall advise the Faculty Association membership on issues related to the policy, including identifying the need for updates and monitoring the portfolios for compliance with the policy.
- d. Annually, the Treasurer and Investment Subcommittee shall provide the Association membership a summary of the current investments with reference to the Investment Policy Statement to ensure the goals and circumstances are aligned. The Treasurer will provide this summary either through a report, presentation at a general meeting or through the Update.
- e. This Investment Policy Statement covers the following portfolios:
 - i. Okanagan College Faculty Association, AAA - Asset Advantage Account

2) INVESTMENT OBJECTIVE:

a. Income:

The objective of the Association is to achieve income, preservation of capital and capital appreciation. This investment objective will be achieved by investing primarily in income producing securities such as bonds and guaranteed investments. They have historically been less risky than equity investments. The higher weight in fixed income securities the lower expected risk/ volatility and expected long term returns.

b. Environmental, Social, and Governance:

- i. We believe environmental, social, and governance (ESG) factors create risks and opportunities for investors, and it is in the best interest of the Association membership to consider these factors when making investment decisions. To assess the long-term viability and success of a company's business model, it's important to evaluate its impact on the communities and economies where it operates. It is our belief that ESG factors play a crucial role in the long-term health and stability of a company.
- ii. The objective of OCFA is to ensure that Investment Advisory Manager(s) integrate ESG considerations into their process. For further information, see section 3.e. Unique Consideration.

3) INVESTMENT CONSTRAINTS

a. Risk Tolerance:

- i. Risk is a measure of the volatility of returns. Types of risk include, but are not limited to price risk, interest rate risk, inflation risk, political risk, and currency risk. A proper diversified portfolio will manage and reduce these risks. Given the portfolio will hold primarily income producing investments the portfolio will experience lower volatility to achieve the above stated objective.
- ii. To understand risk tolerance both the Association's ability and willingness to take on risk is considered. The ability to take risk is determined by the financial goals relative to resources and timeframe within which the goals must be met. In contrast, the willingness to take on risk is more of a subjective measure.
- iii. The ability of the Association to take on risk is considered below average given the potentially short time horizons of the capital. The willingness of the Association to take on risk is also considered below average considering the potential short time horizons. Overall, the willingness and ability for the Association to take risk, the portfolio has a below average risk tolerance.

b. Time Horizons:

- i. The time horizons of the Association for this portfolio is the span of time before there is a significant change. Portfolio performance can suffer if there is insufficient time for the securities to realize their full potential.
- ii. The Association agrees that this portfolio currently has a longer time horizon, but the invested capital could be required in a very short time frame to fund a faculty members' strike or any job action on campus where faculty cannot cross picket lines. Treasurer will advise the Investment Advisory Manager(s) of any actual or possible upcoming job action.

c. Income Requirements:

Cash transfers to bank accounts occur on a regular schedule and/or by request. The Association requires income from this portfolio to support the Association's operations. Although most of the required income is covered by on-going deposits, the treasurer will notify the Investment Advisory Manager(s) of any further capital requirements.

d. Liquidity:

Liquidity is the ability to sell securities in a time efficient manner to provide the Association with capital. The portfolio will hold securities with sufficient market liquidity to raise cash in a time efficient manner once advised of the amount required.

e. Unique Considerations:

- i. Direct investments
Occasionally OCFA may identify individual companies that, in OCFA's opinion, do not maintain high ethical standards, comply with environmental regulations, have a track record of progressive labour relations, have business dealings with countries where human rights are violated, or have the production of armaments as their primary activity. As a result, OCFA could request that a particular company not be purchased directly. If the company has been purchased, they could request it to be divested.
- ii. Indirect investments
Occasionally OCFA will review the individual investment Fund Manager's ESG processes and integrative practices. OCFA may identify individual investment Fund Manager ESG processes that, in OCFA's opinion, do not adequately consider the need for investments to maintain high ethical standards, comply with environmental regulations, or have a track record of progressive labour relations. As a result, OCFA could request that a particular investment Fund Manager not be utilized in its investment pool and could be requested to be divested.

f. Legal Constraints:

It is the responsibility of the Association to notify the Investment Advisory Manager(s) of any legal constraints. None exist at this time.

4) ASSET ALLOCATION

The balance of fixed income and equity security weightings in the portfolio will be determined by the Association's objectives and constraints. A greater fixed income weighting will result in a lower long-term expected return and lower volatility. The Investment Advisory Manager(s) shall review the asset allocation at least on a quarterly basis to ensure compliance with these limits. The asset allocation of the portfolio will be maintained in the following percentages:

	Target	Investment Range
Cash	10%	0%-100%
Fixed Income & GIC	65%	50%- 90%
Equities	25%	0% - 40%

5) PORTFOLIO DIVERSIFICATION AND ASSET QUALITY STANDARDS

The portfolio shall be held in Cash and Cash equivalents, Fixed Income Securities and Equities and adhere to the following guidelines:

a. Cash and Cash Equivalents:

- i. Cash and cash equivalents are short term securities of less than one year term.
- ii. Cash and cash equivalents may be invested in:

1. Securities of or fully guaranteed by the Government of Canada;
 2. Securities of or fully guaranteed by any province of Canada;
 3. Term deposits, Guaranteed Investment Certificates, and Bankers' Acceptance of Federal Schedule 1 chartered banks or provincial credit unions;
 4. Pooled or mutual funds or exchange traded funds (ETFs) limited to those invested in the above categories.
- iii. All Cash Equivalents will be rated Investment Grade by a recognized rating agency.
- b. **Fixed Income Securities:**
- i. Fixed income securities may be invested in:
 1. Securities of or fully guaranteed by the Government of Canada;
 2. Securities of or fully guaranteed by any province or territory of Canada or municipal government in Canada;
 3. Canadian corporations;
 4. Pooled or mutual funds or exchange traded funds (ETFs) limited to those invested in the above categories;
 5. Foreign Bonds.
 - ii. For securities defined in 5.b.i.3, the amount invested in any single issuer will be not more than 10% of the total portfolio at market value.
 - iii. All debt securities will be A Grade or higher rated by a recognized rating agency.
- c. **Equities:**
- i. Securities may be individual, pooled, mutual funds or exchange traded funds (ETFs).
 - ii. At the time of purchase not more than 10% of the total equities at market value shall be invested in any individual security.

6) GENERAL INVESTMENT GUIDELINES

- a. No private placements, either equity or fixed income will be purchased without specific authorization of the Association.
- b. The use of leverage, margin or lending is expressly prohibited.
- c. The portfolio will not be invested directly in commodities.
- d. Investment Advisory Manager(s) will direct the custodian to vote all proxies in favour of management, except in those circumstances where, in their opinion, a vote against management is in the best interest of the Association.

7) EVALUATION, REVIEW AND REPORTING

- a. The Investment Subcommittee will monitor the portfolio's investment performance against the portfolio's stated investment objectives.
- b. The portfolio's investment performance will be judged using the following weighted benchmark as per the asset allocation
 - i. Cash & GICs: 3 month t-bill index
 - ii. Canadian Equities: S&P/TSX (Total return)
 - iii. US Equities: S&P500 (Total Return)
- c. All documents and presentations shall be provided without delay directly to the Treasurer.
- d. Trade confirmations and monthly activity statements will be provided by the Investment Advisory Manager(s).
- e. The Investment Advisory Manager(s) will provide on a semi-annual basis or as agreed with Treasurer an investment summary outlining current portfolio positions, income generated by the portfolio, fees and expenses paid and investment performance compared to the relevant benchmarks.
- f. The Investment Advisory Manager(s) will, on an annual basis, make a formal presentation to the Investment Subcommittee to review the portfolio's performance and to update the investment strategy for the coming year.
- g. The Investment Advisory Manager(s) will, on an annual basis as part of the formal presentation in line f, present an overview of the ESG processes of the Investment Advisory Manager(s) utilized.

8) CONFLICT OF INTEREST

The Investment Advisory Manager and Treasurer must disclose any direct or indirect association or material interest or involvement in aspects related to his or her role with regard to the portfolio that would result in any potential, actual or perceived conflict of interest.

9) INVESTMENT SUBCOMMITTEE

The Investment Subcommittee will consist of the Treasurer plus four members. The treasurer will act as chair to this

subcommittee. To be eligible to participate in the Investment Subcommittee, one must be a current member of the Association. This committee will meet on a semi-annual basis or as needed to review the Investment Advisory Manager(s) Investment Summary and update the Investment Policy Statement.

10) ADDENDUM: RESTRICTED INVESTMENTS

a. Direct investments

- i. Pursuant to the Operational Reserve Portfolio Investment Policy Statement, section 3.e, OCFA may identify individual companies that, in OCFA's opinion, do not maintain high ethical standards, comply with environmental regulations, or have a track record of progressive labour relations. As a result, OCFA could request that the securities of a particular company not be purchased. If the securities of a particular company have been purchased, they could request it to be divested.
- ii. To request that the securities of an individual company not to be purchased directly or divested, the member shall present the relevant information about the company in reference to the existing Investment policy statement's unique considerations clause. This information must be published in "The Update" prior to the general meeting and the member shall be present to deliver the motion at the general meeting. To divest in the securities of individual companies, the majority of the membership in attendance at the general meeting must pass the motion.
- iii. The OCFA membership determined that the following companies do not maintain high ethical standards. Consequently, the OCFA instructs the Investment Advisory Manager(s) to ensure no direct investment in:
 1. Goldcorp,
 2. Coca-Cola,
 3. Taseko Mines

b. Indirect Investments

- i. Pursuant to the Operational Reserve Portfolio Investment Policy Statement, section 3.e, OCFA may identify individual investment Fund Managers that, in OCFA's opinion, their ESG processes are not consistent with our ESG objective. As a result, OCFA could request that a particular Fund Manager not be utilized. If a particular Fund Manager has been utilized, the OCFA could request divestment.
- ii. To request an individual Fund Manager not to be utilized, the member shall present the relevant information about the Fund Manager's ESG processes in reference to the existing investment policy unique considerations clause. This information must be published in "The Update" prior to the general meeting and the member shall be present to deliver the motion at the general meeting. To divest in individual Fund Managers, the majority of the membership in attendance at the general meeting must pass the motion.
- iii. The divestment process will follow an expedient process based on the advice of the Investment Advisory Manager(s).

11) AMENDMENT

This policy may be amended by a special resolution of the Association membership.

Job Action Policy

26 April 2024 AGM Approved

25 April 2025 AGM Approved

1) SCOPE

- a. During bargaining and after the Collective Agreement (CA) expires, it remains in force except when a strike or lockout takes effect. When a strike or lockout occurs, the expired CA no longer governs the relationship among the employer, the union, and the employees. Effectively, a strike or lockout terminates the collective agreement. While on strike or lockout, the employer has the right to suspend the salary of those employees who respect picket lines and decline to report to work. However, labour boards throughout Canada recognize that employees who are on strike, or who are locked out, continue to be employees of the employer.
- b. At OC, Articles 3.3 and 3.1.5 of the CA; Article III, Section B, j, k, l, and m; Article VII, Section E, 3 of the OCFA Constitution and By-Laws; and the Job Action Policy govern how Association Members might be impacted during a strike or lockout by an OC union, or non-OC third party picket-line.

2) RIGHT TO PARTICIPATE IN LEGAL JOB ACTION

- a. Article 3.3 of the CA guarantees Association Members the right to participate in legal job action at OC without reprisals. This includes Association job action and picket lines as well as respecting the picket lines of other unions at OC, including the BCGEU, and third-party unions.
- b. In the event of a picket by a non-OC third party Union, Council will establish a policy and communicate to its members on a case-by-case basis as outlined in Article III, Section B, l of the Constitution and By-Laws. In the event that Association members are directed to respect a lawful picket of a third-party union at OC.

3) PICKETING

- a. Under Part 1 of the Labour Relations Code, picket or picketing are defined as attending at or near a person's place of business, operations, or employment for the purpose of persuading or attempting to persuade anyone not to:
 - i. enter that place of business, operations, or employment;
 - ii. deal in or handle that person's product; or
 - iii. do business with that person.
- b. It is important to note that a picket includes, but is not limited to, a physical picket line. For example, OC conducts business on-line. While picketing is taking place, OC's online business operations would be considered to be part of that picketed work. For example, an employee would not be able to move their courses or volunteer work for OC online and continue to provide services while there is a legal picket at any OC premise and not be considered to have crossed a picket. This means that the Association would consider it to constitute a crossing of a picket if a member were to move their courses or volunteer to work for OC online and continue to provide services while there is a legal picket any OC premises.

4) JOB ACTION BY OC UNIONS

- a. All Association members have the right to honour a legal picket at OC. Lab Instructors, College Professors, Librarians, research faculty, and Department Chairs all share the same rights in this regard. However, salary may be reduced by the employer commensurate with work not performed, but no further penalty should be suffered or threatened.
- b. During job action at OC, the Association will request that Association members respect the pickets of OC Unions. The Association's Constitution and By-Laws provide that Council has the power to impose penalties on its members who cross a lawful picket and perform services for the employer.

5) CONTINUATION OF BENEFITS

In British Columbia section 62 of the Labour Relations Code requires that employers continue the health and welfare benefits, other than pension benefits or contributions, for employees who are on strike or locked out if the trade union tenders payment

to the employer (or benefits provider as applicable) in an amount sufficient to continue the employees' entitlement to the benefits on or before the regular due date of that payment.

6) ASSOCIATION STRIKE / LOCKOUT POLICY

Strike pay is a payment made by the Association to its members who are on strike or lockout by the employer or who respect the pickets of OC or third-party unions at the direction of Council. The purpose of strike pay is to help members meet their basic needs while on strike or lockout; it is not intended to fully replace lost salaries of members. Money for this pay comes from the Association Reserve Fund and contributions by FPSE during job action. Moreover, the availability of strike pay increases our leverage at the bargaining table and actually decreases the probability of a strike, since the employer is aware that their employees have this financial resource available to them if they choose to strike.

7) ELIGIBILITY FOR STRIKE PAY

- a. Association members must support a strike or lockout of an OC union, or third-party picket line as directed by Council to be eligible to receive strike pay as outlined below.
- b. An Association Member who crosses a picket and performs work, or volunteer work, for the employer during a legal strike, lockout, or picket line, shall not be eligible for strike pay and be subject to further penalties (for example, Article III, Section B, k., of the Association Constitution and By-Laws).

8) STRIKE PAY PROCEDURE

- a. The Association Reserve Funds shall be used to support Association job action and members in the event of a strike, lockout of an OC union, or where members are asked to respect the picket line of a non-OC third party union.
- b. Strike support payments from the Association shall be determined by Council and communicated to members. Payments shall be prorated for members working part-time.
- c. Strike support payments shall be made to term members with appointments in effect at the time of the strike, lockout, or third-party picket line.
- d. During a strike or lockout strike support payments from the Association will continue until the end of the job action or the first day after which the the Association Reserve fund drops below \$100,000 at which point Council will consider alternatives for sources of funds.
- e. Beginning on the fourth day of a strike, lockout, or third-party picket line, the FPSE strike fund will contribute \$150 per day per FTE to the Association in support of job action and our members. Council shall determine the use and distribution of these funds.
- f. The actual amount of a strike support payment shall not at any time exceed the amount of lost income in the event of a strike, lockout, or third-party picket line.
- g. Regular Association dues shall be suspended during a strike, lockout, or third-party picket line.
- h. Strike support payments shall be made weekly on Fridays, starting with the second Friday after the commencement of the strike, lockout, or third-party picket line.

9) MEMBER DUTIES DURING A STRIKE OR LOCKOUT

- a. Members appointed to 100% workload positions will be required to perform duties including, but not limited to, making signs, phoning, e-mailing, delivering supplies, communication, and picket line duty, for daily shifts of up to four hours.
- b. Members who are working part-time will have their strike support obligation prorated based on their percentage of workload.
- c. Term members and/or members working part-time may perform duties every second day.

10) PENALTIES FOR FAILING TO PERFORM PICKET DUTIES OR CROSSING A PICKET

- a. Members who fail to report for and/or perform assigned picket duties will not be eligible for strike pay. In addition, members who cross a legal picket and perform work or volunteer work for the employer will incur additional penalties. These penalties may include:
 - i. Censure;
 - ii. Fines up to the amount the employee earned for work provided to the employer; or

- iii. Expulsion from the Association
- b. Expulsion from the Association would engage CA Article 3.1.5 which states that “Every employee shall be a member of the Association and shall maintain his or her membership in the Association as a condition of employment, subject to Section 17 of the Labour Relations Code.”

11) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Personal Information Protection Policy

29 October 2021 FGM Approved

25 April 2025 AGM Approved

1) PURPOSE

- a. Okanagan College Faculty Association is committed to safeguarding the personal information entrusted by our members. The Association manages personal information in accordance with the British Columbia Personal Information Protection Act [BCPIPA] ("the Act") and other applicable laws. This policy outlines the principles and practices followed in protecting your personal information.
- b. The purpose of the Act is to govern the collection, use and disclosure of personal information by organizations in a manner that balances both the right of individuals to protect their personal information and the need of organizations to collect, use or disclose personal information for purposes that a reasonable person would consider appropriate in the circumstances.

2) SCOPE

This policy applies to the Okanagan College Faculty Association and to any person providing services on behalf of the Association. A copy of this policy can be provided to any member on request.

3) WHAT IS PERSONAL INFORMATION?

Personal information means information about an identifiable individual. The Act defines "personal information" as information about an identifiable individual and includes employee personal information (e.g., home address, home email address, home telephone number, family status, national or ethnic origin, membership in an equity group, record of union interests and involvement). It does not include aggregate information which cannot be associated with a specific individual, and it does not include the name, title, business address, business email address, or business telephone number of an individual.

4) WHY DOES THE ASSOCIATION NEED TO COLLECT PERSONAL INFORMATION?

The Association collects personal information of members to fulfill its legitimate purposes. The Association requires personal information to carry out its representational obligations and to provide a variety of member services, and to communicate and engage members in union business. For example, the Association may need to communicate with a member outside the workplace for a strike vote or to comply with other statutory obligations; to provide services related to grievances, legal services, and other advocacy and assistance; or to conduct research.

5) WHAT PERSONAL INFORMATION DOES THE ASSOCIATION COLLECT?

- a. The Association collects only the personal information that is needed for the purposes of providing services to members, including personal information needed to:
 - i. represent its members with respect to employment under the collective agreement and applicable legislation;
 - ii. investigate and resolve grievances, appeals and claims;
 - iii. maintain a complete record of membership in the union;
 - iv. communicate and engage with members in union business and respond to their enquiries;
 - v. provide information about union membership programs and benefits;
 - vi. provide information services;
 - vii. administer the business of the union such as component/local business, correspondence, and research;
 - viii. consult with members with respect to union programs, priorities, and activities;
 - ix. facilitate participation in union events;
 - x. collect and manage dues and assessments;
 - xi. collect members' demographic information;
 - xii. verify eligibility for strike pay and benefits;
 - xiii. process members' expense claims for participation in union events or activities;
 - xiv. communicate with members about issues of interest and concern; and
 - xv. comply with other statutory or regulatory requirements.

- b. Personal information is only collected in order to fulfill legitimate purposes. The Faculty Association will not use or disclose member personal information for any additional purposes as set out above unless the Association obtains additional consent to do so.
- c. The Association is committed to ensuring that any personal information it collects, uses, discloses, or retains is as accurate, current, and complete as necessary for the purposes for which it uses the data. The Faculty Association normally collects member personal information directly from our members. The Association may collect your information from other persons with your consent or as authorized by law.

6) CONSENT

- a. The Association asks for consent to collect, use, or disclose member personal information, except in specific circumstances where collection, use or disclosure without consent is authorized or required by law. As a general rule, the Association will not collect, use, or disclose personal information without consent. However, there are some circumstances in which consent is not required or cannot be obtained. For example, the Association may collect and use personal information provided by the employer in accordance with collective agreements, as mandated or allowed by legislation, or by order of a court or administrative tribunal.
- b. The Association assumes member consent to continue to use and, where applicable, disclose personal information that we have already collected, for the purpose for which the information was collected. The Faculty Association asks for express consent for some purposes and may not be able to provide certain services if members are unwilling to provide consent to the collection, use or disclosure of certain personal information. Where express consent is needed, the Association will normally ask members to provide their consent orally (in person, by telephone), or in writing (by signing a consent form, by selecting confirm in an online form).
- c. A member may withdraw consent to the use and disclosure of personal information at any time, unless the personal information is necessary for the Association to fulfil legal obligations. The Association will respect member's decisions, but may not be able to provide members with certain services if the necessary personal information is unavailable.

7) HOW DOES THE ASSOCIATION COLLECT PERSONAL INFORMATION?

- a. The Association may collect, use, or disclose member personal information without consent only as authorized by law, or in other cases. For example, the Association may not request consent when the collection, use or disclosure is to determine suitability for an honour or award, or in an emergency that threatens life, health, or safety.
- b. The Association may also collect and retain personal information from the following sources:
 - i. dues and membership forms;
 - ii. grievance, appeal or claim forms;
 - iii. information provided by the employer in accordance with the collective agreement or by order of a court, or administrative tribunal;
 - iv. information provided pursuant to statutory or regulatory requirements;
 - v. information provided through surveys, registration forms, etc.;
 - vi. members' interactions with the union (e.g. telephone, correspondence, email, etc.); and
 - vii. members' interaction through Association -operated websites and other online activities.

8) HOW DOES THE ASSOCIATION USE AND DISCLOSE PERSONAL INFORMATION?

- a. The OC Faculty Association uses and discloses client personal information only for the purpose for which the information was collected, except as authorized by law. For example, the Association may use member contact information to deliver goods.
- b. If the Association wishes to use or disclose personal information for any new business purpose, consent will be obtained. The Association may not seek consent if the law allows this (e.g. the law allows organizations to use personal information without consent for the purpose of collecting a debt).

9) WHAT IS PERSONAL EMPLOYEE INFORMATION?

- a. Personal employee information is personal information about an employee or volunteer which is collected, used, or disclosed solely for the purposes of establishing, managing or terminating an employment relationship or a volunteer work relationship. Personal employee information may, in some circumstances, include a Social Insurance Number, a performance review, etc.

- b. The Association can collect, use, and disclose your personal employee information without your consent only for the purposes of establishing, managing or ending the employment or volunteer relationship. The Association will provide current employees and volunteers with prior notice about what information is collected, used, or disclosed and the purpose for doing so.

10) WHAT PERSONAL EMPLOYEE INFORMATION DOES THE ASSOCIATION COLLECT, USE AND DISCLOSE?

- a. The Association collects, uses and discloses personal employee information to meet legitimate purposes. The personal information the Association may collect includes your name, home mailing address, personal email address, telephone number, and demographic information such as birth date and gender. Additional examples of personal information that may be collected include:
 - i. job classification;
 - ii. job duties;
 - iii. rates of pay;
 - iv. grievance, appeal or claim forms;
 - v. dues records and membership forms;
 - vi. work history;
 - vii. information provided by the employer in accordance with the collective agreement or by order of a court, or administrative tribunal;
 - viii. information provided pursuant to statutory or regulatory requirements;
 - ix. information provided through surveys, registration forms, etc.;
 - x. members' interactions with the union (i.e., correspondence, email, etc.); and
 - xi. members' interaction through FSA-operated websites and other online activities.
- b. The Association will inform our members of any new purpose for which person information is collected, used, or disclosed, or the Association will obtain consent, before or at the time the information is collected.
- c. The Faculty Association will obtain consent to collect, use and disclose personal information for purposes unrelated to the employment or volunteer relationship (e.g. such as providing you with information about a workplace charity program).

11) WHAT INFORMATION DOES THE ASSOCIATION PROVIDE FOR EMPLOYMENT/VOLUNTEER REFERENCES?

- a. The Association will not distribute personal information to a third party without your consent unless required to do so by law, in which case the information released will be limited to what is legally required. In some circumstances, the Association may share members' personal information with legal or financial advisors, consultants, benefit and pension plan administrators, insurers, or contractors retained by the Association to fulfill its legitimate purposes. Membership lists and personal information about members will never be sold or used for any commercial purposes.
- b. In some cases, after your employment relationship with the Association ends, the Association may be contacted by other organizations and asked to provide a reference for you. It is Association policy not to disclose personal information about members and volunteers to other organizations who request references without consent. The personal information normally provided in a reference includes:
 - i. Confirmation that an individual was an employee or volunteer, including the position, and date range of the employment or volunteering.
 - ii. General information about an individual's job duties and information about the employee or volunteer's ability to perform job duties and success in the employment or volunteer relationship.

12) HOW DOES THE ASSOCIATION SAFEGUARD PERSONAL INFORMATION?

- a. The Association makes every reasonable effort to ensure that personal information is accurate and complete. The Association relies on individuals to notify the Organization if there is a change to their personal information that may affect their relationship with the Association. If members are aware of an error in personal information, please inform the Association and it will be corrected on request wherever possible. In some cases, the Association may ask for a written request for correction.
- b. The Association protects personal information in a manner appropriate for the sensitivity of the information:
 - i. all personal information collected by the Association is held in strict confidence;
 - ii. the Association will employ appropriate safeguards and security standards to protect and maintain the confidentiality of your personal information and to ensure only authorized individuals have access to your information;

- iii. access to personal information will be limited to authorized Association employees, officers, and representatives in the performance of their job function and/or for fulfillment of the Association's legitimate purposes;
- iv. in some circumstances, the Association may share personal information with third parties, such as external legal or financial advisors, consultants, contractors, or regulators who require access to this information in fulfillment of the Association's legitimate purposes;
 - v. personal information will be used only for the purposes identified;
 - vi. personal information will be retained only as long as is reasonable to fulfil the purposes for which the information was collected or for legal or business purposes;
 - vii. when personal information is no longer required, it will be destroyed using a confidential, secure method, including shredding paper records and permanently deleting electronic records; and
 - viii. personal information will not be disclosed without permission unless required or authorized by law to do so.
- c. The Association makes every reasonable effort to prevent any loss, misuse, disclosure or modification of personal information, as well as any unauthorized access to personal information. Although the Association does not take responsibility for any theft, misuse, unauthorized disclosure, loss, alteration or destruction of data by other parties, it takes reasonable precautions to prevent such an event. Association members or elected officers found to be abusing membership information can be subject to disciplinary action in accordance with the applicable staff collective agreement and/or the OCFA Constitution and Bylaws.
- d. If the Association uses a member's personal information to make a decision that directly affects the individual, the Association will retain that information for at least one year after using it so that the individual has a reasonable opportunity to obtain access to it.
- e. The Association must destroy its documents containing personal information, or remove the means by which the personal information can be associated with particular individuals, as soon as it is reasonable to assume that the purpose for which that personal information was collected is no longer being served by retention of the personal information, and retention is no longer necessary for legal or business purposes. Retained personal information will be reviewed by the Association in years that end in 0 and 5 to ensure record keeping is up to date.

13) ACCESS TO RECORDS CONTAINING PERSONAL INFORMATION

- a. Individuals have a right to access their own personal information in a record that is in the custody or under the control of the Okanagan College Faculty Association, subject to some exceptions. For example:
 - i. where provision may reveal personal information about another individual;
 - ii. where the information is subject to solicitor-client privilege;
 - iii. where the information was collected in relation to an investigation or a contravention of federal or provincial law;
 - or
 - iv. where provision could reasonably be expected to threaten the health or safety of an individual.
- b. If the Association refuses a request in whole or in part, the reasons for the refusal will be provided. In some cases where exceptions to access apply, the Association may withhold that information and provide the member with the remainder of the record.
- c. Members may make a request for access to their personal information by writing to the Secretary (currently listed on the Association website). Members must provide sufficient information in the request to allow for the Association to identify the information being sought.
- d. Members may also request information about the Association's use of their personal information and any disclosure of that information to persons outside the Organization. In addition, members may request a correction of an error or omission in their personal information.
- e. The Association will respond to requests within 45 calendar days, unless an extension is granted.

14) QUESTIONS AND COMPLAINTS

- a. The Secretary is the designated Privacy Officer who is responsible for ensuring compliance following publication of this policy and, for assisting members with inquiries. The Privacy Officer also has delegated authority to issue directives or decisions regarding the interpretation and application of this policy. Any historical records in existence prior to the publication of this policy, while significant, are a work in progress.
- b. If you have a question or concern about any collection, use or disclosure of personal information by the Okanagan College Faculty Association, or about a request for access to your own personal information, please contact the Secretary.

- c. If the complaint is justified, the Association will take the steps necessary to resolve the issue, including amending this policy and associated practices, if necessary. If the Association is not able to resolve a complaint, or if a member has any other concerns about this policy, the member may contact the Office of the Provincial Privacy Commissioner at:

Office of the Information and Privacy Commissioner for British Columbia

PO Box 9038 Stn. Prov. Govt.

Victoria B.C. V8W 9A4

1.5) A SAMPLE PERSONAL INFORMATION REQUEST MAY BE COMMUNICATED TO MEMBERS AS:

"The personal information collected in this _____ (survey/document) will be used to/for _____, in accordance with BC PIPA. The Association will not use personal information for any purpose other than that for which consent has been provided. Should the Association require use of personal information for a new purpose, consent will be sought for the new use. If you have a question or concern about any collection, use or disclosure of personal information by the Association, or about how to request access to your own personal information, please contact _____ to ensure compliance with [BC PIPA](#)."

1.6) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Political Donation Policy

8 May 2008, Approved

25 April 2025 AGM Approved

1) PURPOSE

Any Association member whose name will appear on the ballot for an elected government office may request a \$500 donation from the Association. The Council will approve the request if satisfied that the member will act in accordance with the policy.

2) ELIGIBILITY

The member is eligible if:

- a. They are a member in good standing of the Association, (not on secondment or leave).
- b. They must be currently employed by OC, i.e., not in the 9 months membership that follows cessation of work at OC.
- c. They provide documentary evidence that their name will appear on a ballot for:
 - i. a municipal election within our region;
 - ii. a B.C. provincial election for a constituency within our region; or
 - iii. a federal election for a riding within our region.

3) PROCEDURE

- a. The member will attend a council meeting to make the request in person and, in writing, attest to compliance with the following statements:
 - i. The member undertakes not to claim that their candidacy is endorsed by the Association;
 - ii. The political views espoused by the member accept the value of pluralism, the dignity of the individual and the basic precepts of the Canadian Charter of Rights;
 - iii. The member undertakes that they will not do or say anything that may harm the reputation of the Association;
 - iv. The member is not currently named as a griever in any matter at issue between the Association and OC. (i.e., not named in an individual grievance); and
 - v. The member undertakes to provide the Association a political donation receipt within 15 calendar days of receipt of payment.
- b. Council will approve the request if it is satisfied that the member will satisfy the conditions above.
- c. The donation amount will not exceed \$500. Upon compliance with the conditions as stated above, the member will receive the funds on the occasion of their first request. Subsequent requests that meet the conditions above will be at the discretion of Council. If a subsequent request is denied by Council, the member may take their request to a General Meeting.

4) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Solidarity and Charitable Contributions Policy

8 May 2008, Approved

26 April 2024 AGM Approved

25 April 2025 AGM Approved

1) BACKGROUND

The Association has established a Solidarity and Social Justice Fund as a line item in the Association's Annual Budget to be approved by the membership as part of the annual budget approval process.

2) SCOPE

The Association will make solidarity and general charitable donations only to registered non-profit student union groups, registered charities within Canada and Canadian trade organizations.

3) PURPOSE

- a. The fundamental purpose for providing financial support to various groups and causes is to:
 - i. To promote solidarity with other trade organizations and groups;
 - ii. Advance educational equity;
 - iii. Promote social justice;
 - iv. Enhance democratic bargaining; and
 - v. Respond to miscellaneous requests for aid in exceptional circumstances.
- b. Groups or causes must have connection to education, social justice, humanitarian aid, or collective bargaining concerns to be eligible to receive funding.

4) DONATIONS

- a. Annual donations of up to \$500 per organization, consistent with the scope and purpose, can be made at the discretion of the Executive or Council. Donations must be supported by a majority vote of the approving body.
- b. Monies from the Solidarity and Social Justice Fund may be disbursed by Council to a maximum of \$500 per single request.
- c. Requests exceeding \$500 per single request, up to a maximum of \$2,500, may be disbursed by the Association with a majority vote of the membership at a general meeting.
- d. No individual organization shall receive more than one donation per fiscal year.
- e. The total amount of money disbursed shall not exceed the annual approved Solidarity and Social Justice Fund budget.
- f. Priority will be given to organizations within the service area of the College or has a primary objective around education or students within BC. The Association will only consider requests for solidarity and charitable donations to the following groups:
 - i. Registered Canadian Charitable Organizations;
 - ii. Registered Canadian Faculty Associations; and
 - iii. Registered Canadian Trade Associations.
- g. The Treasurer shall report all donations at each general meeting as part of the regular financial update.

5) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Terms of Reference Policy for Association Committees

28 January 2022 Council Approval

26 April 2024 AGM Approved

25 April 2025 AGM Approved

1) BACKGROUND

The Association represents its members at all times and subcommittees of Council, whether standing or ad hoc, need the ability to communicate clearly on their committee’s work. To that end these committees shall all require a *Terms of Reference* (“TOR”) that should be developed as soon as possible after the committee is struck and available for members to understand the work undertaken by said committee. At a minimum, the TOR will include the following items:

2) DESCRIBE THE PURPOSE OF THE COMMITTEE

Why it has been established and its objectives.

3) MEMBERSHIP

- a. The composition of the committee, i.e., members; and
- b. Officials of the committee: Chair and Secretary.

4) MEETINGS

- a. Term: How long the Committee will exist;
- b. Frequency: At the call of the Chair;
- c. Quorum: A simple majority of the members of the Committee constitutes a quorum; and
- d. Decision Making: Consensus (agreement of most of the participants with minority objections, as a result of discussion).

5) MINUTES

- a. Minutes of each meeting are recorded by the Association’s Secretary or delegate and comply with the Minutes Standards Policy.
- b. Distribution: Minutes are circulated to Committee members and once approved will be archived with the Association’s Secretary and could be requested by the Executive or Council. By bylaw, Association members can request minutes of Council meetings.

6) REPORTING STRUCTURE

- a. Annually, a report summarizing committee activities will be presented to the Executive, then to the Council, and if appropriate to the Association membership as is dictated by the purpose of the committee.
- b. In the event the Association has incurred expenditures as a result of committee activities, then a report to the Association membership summarizing activities will be required.

7) THE REPORTING TIMELINE SHOULD BE DEFINED

- a. Define which meetings of the Executive, Council, and Association members will receive the reports and how frequently while the committee is active.
- b. Define when the committee will stand down.

8) THE FORMAT AND CONTENT OF REPORTS

If not limited by *in camera* or privacy needs, written reports should be provided to the executive and council and will include:

- a. Name of committee;
- b. Committee members;
- c. Dates of committee meetings;
- d. Motions passed; and
- e. Significant activities along with associated expenditures.

9) OTHER ITEMS AS APPROPRIATE

- a. Standing and ad hoc committees may wish to include more details in their TOR for clarity and this policy is not intended to limit that, but the changes to the TOR must be approved by the Executive.
- b. Committee TOR should not violate existing Association policies or bylaws.
- c. Any committees that are currently active and/or have a clear reporting structure by their past practice may not develop a TOR (e.g., Bargaining and Investment Committee), but should be encouraged to do so for transparency of process for the members of the Association.

10) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Travel Policy

8 April 2022 Council Approved
26 April 2024 AGM Approved
25 April 2025 AGM Approved

1) SCOPE

Association members are often required to travel on Association business. The Association will reimburse members required to travel on Association business for reasonable expenses based on the BC Government travel rate specified by the BC Government Work Related Expenses and Allowances Policy for Employee Group II. These include private vehicle allowances, meals, accommodation, and some miscellaneous out-of-pocket expenses.
https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf.

2) PRIVATE VEHICLE ALLOWANCE

When Association members are required to use their own vehicle for travel on Association Business, the Association reimbursement shall be, **effective April 1, 2024, \$0.63 per km**

- a. The distance allowance does not apply when using leased, rental or Okanagan College vehicles.
- b. Actual transportation toll charges may also be claimed.
- c. Carpooling is expected when it is practical do so, in order to minimize costs and the production of greenhouse gas emissions.

3) ACCEPTABLE PARKING CHARGES

When a private, Okanagan College Vehicle, or leased/rental vehicle is used for the members' Association business travel, receipted parking charges will be reimbursed.

4) COMMERCIAL TRANSPORTATION CHARGES

- a. Where transportation by commercial carrier(s) has been designated as the preferred mode of transportation by the Association the lowest reasonable rate that meets the needs of the Association will be chosen.
- b. Where transportation by commercial carrier(s) has been designated as the mode of travel by the Association and the member requests to use his/her private motor vehicle instead and the Association allows such use, reimbursement will be based on the lesser of the distance allowance for his/her private motor vehicle plus transportation toll charges, if any, for the trip or the designated commercial carrier(s) cost for the trip. No meal, accommodation, travel time or any other expense(s) will be reimbursed beyond the transportation costs that would have occurred had the member taken the designated commercial transportation.
- c. Where personal and business travel are combined, reimbursement is to be based upon the lesser of actual transportation expenses or the most economical transportation expenses that would have been incurred had personal travel not taken place. Per diem allowances and other expenses will not be reimbursed beyond the costs that would have been incurred had personal travel not taken place.

5) MEAL/PER DIEM ALLOWANCES

Meal/per diem reimbursement when traveling on Association business shall be, **effective April 1, 2024:**

	Full Day \$	Half Day \$	Breakfast Only \$	Lunch Only \$	Dinner Only \$	Incidental Only \$
I	63.75	N/A	25.50	25.50	35.25	15.00

- a. Where travel is for a partial day, only meals that are applicable to that portion of the day spent on travel status are claimed.
- b. Where a meal is provided without charge or is paid for from other Association funds, no claim for that meal can be made.
- c. The meal/per diem allowances cover expenses arising from absences away from members' regular travel region over a meal period(s) on Association business.
- d. Meal expenses incurred within a member's normal geographic location due to their OC employee job responsibilities are not covered under this policy.

- e. Meal expenses that are reimbursed by the Association do not include alcohol for personal consumption, or as a gift, unless approved in advance by Council or the Executive.
- f. The Association recommends receipt submission whenever possible instead of per diems.

6) ACCOMMODATION

- a. Approved Overnight Travel
Association members will be reimbursed for overnight travel on approved Association business only. Reasons for overnight stays on Association business include:
 - i. Travel required to attend in-person Association meetings of Council or Executive;
 - ii. Travel required to attend Association meetings where virtual attendance is not possible; and
 - iii. Other travel for Association business as approved by Council or Executive.
- b. Accommodations
 - i. Association members requiring overnight accommodation during travel for Association business should use the BC Government Business Travel Accommodation Listing: (<http://csa.pss.gov.bc.ca/businesstravel/>) to find approved lodging and government rates. Government of BC approved rates are available to OC employees when travelling on Association business.
 - ii. Executive or Council approval is required when booking accommodation that is priced above BC Government rates, or where BC Government rates are not available
- c. Private Lodging
Where private lodging is used in lieu of commercial accommodation, reimbursement of **\$38.41** maximum per day may be claimed in accordance with BC Government Work Related Expenses and Allowances Policy – Appendix 1 (https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf).

7) DEPENDENT CARE COSTS

Effective June 7, 2023, members who attend a meeting or travel on Association business may receive reimbursement for reasonable actual dependent care costs with receipts. If receipts are not available dependent care costs the Association will cover real costs up to a maximum of \$70.00 per day.

8) AMENDMENT

Amendments to this policy must be approved by the membership through majority vote.

Note: Our constitution and bylaws explicitly state that any changes to the reimbursable amounts must be ratified by membership vote.

POLICIES AND MOTIONS OF COUNCIL

Appointment Policy

20 May 2021 Council Approved

31 January 2025 Council Approved

1) SCOPE

- a. This policy applies to all appointments to committees where Association representation is required.
- b. This policy also applies to non-Council Standing Committee representation at the Federation of Post-Secondary Educators (FPSE) and the Okanagan College Joint Occupational Health and Safety Committees (JOHS).

2) APPOINTMENT PROCESS

- a. When appointees are from the Association, they must be members in good standing. Where appropriate, the Association may appoint a retired member or a member of the community. The appointing body (Executive or Council) will ensure that the appointees are suitable for the position.
- b. Selections will be made by a vote of the Executive or Council, as appropriate.
- c. After a selection has been made but prior to publication of that decision, the unsuccessful applicant(s) will be notified.
- d. Members will be informed of the appointments by email.

3) RECALL PROCESS

- a. In the event an appointee pursues activities that are not supported by, or not in the best interests of the Association, potentially causing financial, social, or operational harm to the Association, the Executive may remove the appointee from the committee.
- b. The Executive may remove its appointee if the individual:
 - i. Fails to perform their duties effectively as a committee member;
 - ii. Breaches confidentiality or violates other Association policies;
 - iii. Demonstrates behaviour that conflicts with the interests of the Association or the committee;
 - iv. Violates workplace policies, including harassment or discrimination; or
 - v. Regularly fails to attend meetings without reasonable cause.

4) PROCESS FOR REMOVAL

- a. When the Executive becomes aware of a concern it will undertake a review and make a determination of the member's removal. The appointee will be given an opportunity to participate in the review.
- b. Any appointee removal decisions made by the Executive can be appealed to Council by the appointee. A 2/3rd majority vote on the matter will be required for a successful appeal.

5) NOTIFICATION TO THE COMMITTEE

The Association will notify the relevant committee of a member's removal. Where appropriate, the Association will follow the notification process that is prescribed by the committee.

6) COMMITTEE SPECIFIC APPLICATION DETAILS

- a. JOHS Committee (all campuses):
 - i. Each JOHS Committee may accept more than one full-time and alternate appointee per the Worker's Compensation Act. Representation is based on a consultation process with the three unions and the Administrators' Association. The objective is to ensure proper proportional representation of the unions.
 - ii. The Workplace Health Safety and Environment Committee (WHSEC) council position gets an automatic appointment to their home campus JOHS because their election serves as their appointment process.
 - iii. All other faculty applicants need to confirm they are applying for their home campus or travel to the campus of their application.
 - iv. Applicants agree that they will undertake the mandatory WorkSafeBC training.

- v. Applicants will indicate if they want to be a member and attend the monthly JOHS committee meetings or become an alternate member to gain the necessary training to provide back-up coverage to the faculty appointees to the committee.
 - vi. Applicants will provide a half page or less description of their interest and/or suitability to participate on the committee.
 - vii. The selection of the successful applicant will be done by the Executive. Consideration will be given to rotating new faculty onto the committee to ensure broader experience and training.
- b. FPSE Academic Governance Committee
- i. Applicants ideally should be those with positions on college collegial-governance related committees defined by the College and Institute Act or joint committees with the employer for Tri-Council. Priority for appointment should adhere to the following order:
 - 1. Education Council chair;
 - 2. Members of Education Council ;
 - 3. Board of Governor's representative ;
 - 4. Research Ethics Board;
 - 5. other members.
 - ii. Should there be multiple applicants of similar priority, each will provide a half page or less description of their interest and/or suitability to participate on the committee.
 - iii. The selection of the successful applicant will be done by the Executive.
 - iv. Applicants agree that they will undertake the FPSE provided (or equivalent) governance training.
 - v. Applicants agree that in all motions of the committees they will represent the interests of the Association and not personal interests.
- c. FPSE Climate Action Standing Committee
- i. Should there be multiple applicants, each will provide a half page or less description of their interest and/or suitability to participate on the committee.
 - ii. The selection of the successful applicant will be done by Council.
 - iii. Applicants agree that in all motions of the committees they will represent the interests of the Association and not personal interests.

7) AMENDMENT

Amendments to this policy must be approved by the Council through majority vote.

FPSE Standing Committee Policy

20 May 2021 Council Approved

31 January 2025 Council Approved

1) SCOPE

Article III.B.1.a of the Association Constitution requires that members of Council “shall investigate and report on all matters of interest to the Association”. This responsibility includes Council member activities on FPSE standing or ad hoc committees to which a Council member has been appointed by the President. Article III, Committees and Standing Committees in the FPSE Policy & Procedures Manual states that members of FPSE standing and *ad hoc* committees are appointed by the local’s President and serve at the pleasure of the local. As such, this policy explains the responsibilities of all Association members that serve on FPSE standing or ad hoc committees.

2) PURPOSE

- a. To facilitate timely and full reporting of the activities of FPSE standing and ad hoc committees to Council.
- b. To allow Council to vet proposed measures or motions proposed at FPSE standing or ad hoc committees and give direction, if Council so chooses, to the committee member on how to vote on such proposals.
- c. To allow Council to review proposed resolutions FPSE standing and ad hoc committees plan to make at the FPSE Annual General Meeting and give direction, if Council so chooses, to the committee member on the Association’s vote on said resolutions.

3) APPLICABILITY

This policy applies to all Association members who have been appointed to serve as a representative on a FPSE standing or ad hoc committee. At the time of publication of this policy, those committees include:

- a. Bargaining Coordination, Contract Administration Review, Decolonization, Reconciliation & Indigenization Standing; Disability Management & Rehabilitation, Education Policy; Human Rights & International Solidarity; Non-Regular Faculty; Pension Advisory; Professional & Scholarly Development; Status of Women; Workplace Health and Safety.
- b. Should additional standing or ad hoc committees be formed by FPSE to which an Association member is appointed, this policy shall apply.

4) REPORTING PROCEDURES AND RESPONSIBILITIES

An Association member who has been appointed to a FPSE standing or ad hoc committee shall submit a written report to the next Council meeting occurring after the FPSE committee in question meets or thirty days, whichever is first. Written reports shall include:

- a. Reporting the activities of the committee.
- b. Reporting any substantive motions the committee plans or has passed.
- c. Report any resolutions to be submitted to the FPSE AGM prior to their adoption by the committee in question.
- d. Failure to report as directed by this policy shall be grounds for removal (by majority vote of Council) from the FPSE standing or ad hoc committee.

5) VOTING RESPONSIBILITIES

- a. Members are appointed to FPSE standing and ad hoc committees by the President and serve at the pleasure of the local.
- b. Members serving on FPSE standing and ad hoc committees shall follow the direction of Council, when provided, on votes at FPSE standing or ad hoc committees to which they have been appointed.
- c. Failure to vote as directed by Council shall be grounds for removal (by majority vote of Council) from the FPSE standing or ad hoc committee.

THIS POLICY WILL BE MADE KNOWN TO FPSE STANDING COMMITTEE MEMBERS ANNUALLY, BY THE PRESIDENT AND THE WILL ALERT MEMBERS SECRETARY THROUGH THE ELECTION CALL ANNOUNCEMENTS.

6) AMENDMENT

Amendments to this policy must be approved by the Council through majority vote.

IT Equipment Policy

17 Feb 2021 Exec Recommended
4 Mar 2022 Council Approval
26 April 2024 AGM Approved
31 January 2025 Council Approved

1) SCOPE

- a. In order to successfully complete the work done by Executive members, it is important to have sufficient computing resources.
- b. IT Equipment shall be systematically and proactively replaced on a four-year cycle. The four-year cycle will not apply where the IT equipment has a failure that cannot be resolved (or whose resolution would not make financial sense) by a specialist. In which case, the equipment shall be immediately replaced.
- c. Cell-phones acquired on a "Bring-It-Back" telecommunication company program, or two-year lease arrangement will be assessed for suitability of purchase at the end of the lease period. In the event the option to purchase said phone is exercised. The cell-phone will then be subject to the general four-year policy noted in (1) (b) above.
- d. All Association electronic data and files shall be stored in a manner consistent with the Record Management Policy.

2) EQUIPMENT AND OPERATING SYSTEM VIABILITY

- a. Microsoft OS lifecycles typically follow a published life cycle from introduction to discontinuance of Microsoft support which varies from five to ten years (<https://learn.microsoft.com/en-us/lifecycle/products/?products=windows>). While operating systems will continue to function after this time, continued use of outdated software presents risk in several areas:
 - i. Inability to get vendor support to resolve problems;
 - ii. Availability of hardware drivers (for example, to support printers);
 - iii. Increasing security risks due to lack of support; and
 - iv. Inability to support new releases of application software.
- b. IT Equipment has a typical useful life expectancy. IT Equipment performs at its peak level during the useful life of the equipment. When equipment passes its useful life expectancy several risks are introduced:
 - i. Data loss due to equipment failure;
 - ii. Loss of effective performance;
 - iii. Incompatibility with current software upgrades; and
 - iv. Loss of warranty protection.

3) IT EQUIPMENT ASSIGNMENT

- a. The Association will purchase/lease and assign appropriate IT Equipment (including computers and smartphones) to facilitate Executive members' performance of Association business.
- b. Executive members include the President, 1st Vice President, 2nd Vice President, Treasurer and Secretary.
- c. When Executive members leave their positions, IT Equipment will be transferred from outgoing Executive members to incoming members or returned to the Association. This transfer will be facilitated by Executive.
- d. All passwords to any computer, service, social media accounts, ocfaculty.ca emails, and any other email services (whether defunct or active) that were used for Association business will be disclosed to the incoming Executive member.
- e. All two-factor authorizations and recovery systems should be updated by the incoming Executive member and are linked to Association cell-phone numbers.
- f. It is the responsibility of the incoming executive member to reset all passwords to ensure privacy of the information contained within the various resources, websites, social media accounts, programs and equipment.
- g. Assignment of IT Equipment to other Association members requires the approval of Executive.

4) DEFAULT EQUIPMENT AND SOFTWARE

- a. PC Laptop running the current Windows operating system and anti-virus software; refer to the default equipment specification for details.
- b. Microsoft Office 365.
- c. The Treasurer's computer will have one active license to an appropriate accounting software.
- d. Other software and software subscriptions as approved by the Executive.
- e. Deviations and alterations to the default build must be approved by the Executive.
- f. Current iPhone generation smart phone.

5) OWNERSHIP OF IT EQUIPMENT

- a. The Association will retain ownership and control of IT equipment, software and any licenses when it is assigned to members.
- b. Members who have been assigned Association equipment will return all equipment with the data and files intact when they leave office.
- c. The Treasurer should maintain a current list of IT Equipment, date of purchase and date of replacement.

6) RETIREMENT OF IT EQUIPMENT

- a. Once it has been determined that IT equipment is to be replaced, members must return the equipment for proper disposal. The Executive may not retain possession of equipment that is to be replaced or deemed unusable.
- b. Users may remove personal information and data that is not related to Association business stored on Association IT equipment.
- c. Retired Association IT equipment will be disposed of using the following process:
 - i. If the IT equipment is deemed useable, the equipment will be reset to factory settings and all Association information will be removed from the IT equipment.
 1. The IT equipment will be announced as available for sale and auction rules sent to the Association membership (via the Update). The sale will follow a blind email bid style auction, with reserve price set to 85% of the assessed value of the equipment. The auction will be run for the length of one-month. In the event, there are two/more bids of equal amount then the bid received first will be the winning bid.
 2. The auction will be run by the Treasurer and no member of the current, immediately preceding executive or current Council will be eligible to participate in the auction. After the auction closes, the Treasurer will review the bids with the Executive and the winning bid will be declared by motion. If there is no qualifying bid, a current Council member, current or preceding Executive member can request to purchase the IT Equipment at 85% of the assessed value.
 3. In the event there is no qualifying sale, the Treasurer will dispose of the equipment as required by Federal, Provincial or Municipal laws/bylaws.
 - ii. In the event the IT equipment is deemed unusable, the equipment will be reset to factory setting and all Union information will be removed from the IT equipment. The Treasurer will dispose of the equipment as required by Federal, Provincial or Municipal laws/bylaws.

7) CAPITALIZATION

- a. This establishes the minimum cost (capitalization amount) that shall be used to determine the capital assets to be recorded in the Association's books and financial statements.
- b. A "Capital Asset" is a unit of property with a useful life exceeding one year and a per-unit acquisition cost exceeding \$1,000 plus applicable taxes. Capital assets will be capitalized and depreciated over their useful lives. The Association will expense the full acquisition cost of capital assets below the thresholds in the year purchased.
- c. All Capital Assets are recorded at historical cost as of the date acquired.
- d. Capital assets costing below the threshold amount are recorded as an expense for Association's annual financial statements (or books). In addition, capital assets with an economic useful life of 12 months or less must be expensed for both book and financial reporting purposes.

- e. Documentation: Invoices substantiating the acquisition cost of each unit of property are to be retained for a minimum of 7 years.
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8) AMENDMENT

Amendments to this policy must be approved by Council through majority vote.

Minutes Standards Policy

31 January 2025 Council Approved

1) SCOPE

Minutes are a vital aspect of the operations of the Association. All formal meetings of the Association shall designate a minute taker who will take minutes that contain enough information to:

- a. Ensure that open meetings are carried out in a transparent and accountable manner;
- b. Maintain an accurate historical record of an officially convened meeting; and
- c. Provide a reliable permanent record of the proceedings to those who were not in attendance, allowing for a clear understanding of the business that was conducted and why.

The designated minute taker will:

- a. Take notes throughout the meeting according to the standards set out in this policy;
- b. Collect any supplementary materials related to the meeting;
- c. Create a draft of the minutes to be circulated to committee members for review; and
- d. Prepare approved minutes for archiving.

2) PURPOSE

- a. Executive style minutes are used by the Association.
- b. Executive style minutes summarise the details of a meeting for members who need to understand the gist of the discussion and outcomes but do not have time to get into the full details of the debates. They provide a high-level overview, focusing on outcomes, key decisions and action items. This enables the members to swiftly grasp the direction and implications of the meeting.
- c. Minutes are not formal minutes until they are approved by the Committee that held the meeting where the minutes were taken. Unapproved minutes should not be circulated beyond the Committee that held the meeting where the minutes were taken.

3) MINUTE TAKING

As a minimum standard, Association minutes should contain the following pieces of information:

- a. The nature of the meeting – regular or special (if special, state the purpose);
- b. The name of the body -Executive, Council, Standing Committee, Sub-Committee etc.;
- c. Date, time and location of the meeting;
- d. The list of those invited - attendees and regrets;
- e. Names of the meeting Chair and Minute Taker;
- f. Record the call of the meeting to order;
- g. A record of all motions that were presented and discussed;
- h. What was decided, what action will be taken and who will do it;
- i. Record of motion to adjourn (for general meetings), Record the time of adjournment (for committee meetings);
- j. Date and place of the next meeting.
- k. What not to include:
 - l. Exclude conversation, comments or discussions which are off topic;
 - m. Avoid detailed chronicles of lengthy discussions that reach no conclusion;
 - n. Do not use direct speech or direct quotes except as formal motions;
 - o. Avoid emotional or intemperate language;
 - p. Do not record each participant's contribution towards the discussion. The focus of the minutes should be on collective not personal action.

4) MINUTE TAKING STANDARDS

- a. Focus on documenting the processes and outcomes of the meeting, not transcribing verbatim what was said (unless it is a motion);

- b. Include only factual and concise statements about each issue discussed, omitting unnecessary details;
- c. Provide sufficient contextual information to enable the reconstruction of the actions that led to a decision;
- d. Do not include unsubstantiated or subjective information or opinions;
- e. Protect the privacy of individuals by avoiding the use of personal information without losing the meaning, importance, and context of what was said. At times it may be necessary to identify a speaker but use a business title if this occurs; i.e. “the President” or “the Dean of ---” as opposed to an actual name.

5) PERSONAL INFORMATION

- a. This application of this policy shall be consistent with the Association’s Personal Information Protection Policy. The Freedom of Information and Protection of Privacy Act (FIPPA) maintains that all personal information under the control of the Association is subject to the rules and regulations set out in this legislation.
- b. FIPPA defines a “record” for the purposes of the Act as any record of information, no matter how made. This includes minutes. The Act further provides that “every person has a right of access to a record or a part of a record in the custody or under the control of the institution” – in our case the Association. This means that minutes can be accessed by members through a “request for access to information”.

The Act also protects personal privacy and regulates access to and disclosure of personal information. Personal Information (PI) includes identifying details about an individual. PI also includes the personal opinions and views of an individual as well as the views or opinions about an individual. With few exceptions, PI may only be disclosed with the consent of the individual to whom it relates.

- c. Therefore, it is best to try to omit altogether any data that would constitute PI under FIPPA to avoid an invasion of personal privacy (also known as a privacy breach).

6) RELATED ACTS AND REGULATIONS

Freedom of Information and Protection of Privacy Act (FIPPA)

7) AMENDMENT

Amendments to this policy must be approved by Council through majority vote.

Records Management Policy

31 January 2025 Council Approved

1) PURPOSE

The purpose of this policy is to establish an effective framework for managing records in all formats while respecting financial, legal, and regulatory requirements. The application of this policy is to be consistent with the Personal Information Protection Policy.

2) SCOPE

This policy applies to the Executive, Council and Committees, with respect to the records of the Association.

3) RECORDS OWNERSHIP AND CUSTODY

Records created or received by individual Executive, Council, and Committee members of the Association are the property of the Association.

4) RECORDS STORAGE

- a. Physical records will be stored in a designated records storage center and will be protected from loss or destruction.
- b. Electronic records will be stored on Executive computers with consideration given to the use of OneDrive or external hard drives as appropriate.

5) ROLES AND RESPONSIBILITIES:

- a. The Association maintains records to document the Association decision-making, in the support of the Association's mandate, including bargaining, and grievance notes.
- b. The Association ensures personal information that is no longer required will be destroyed in compliance with section 12, sub-section e of the Association's Personal Information Protection Policy.
- c. Personal documents, including but not limited to personal emails, photos, and non-Association-related files, are not to be stored within Association computers. Any inadvertent inclusion of personal documents will be removed.

6) IT SERVICES EXTERNAL TO THE ASSOCIATION:

- a. The Executive liaison to the external service provider will make every effort to ensure compliance with this policy.
- b. The Executive liaison to the external service provider periodically reviews and makes recommendations with respect to this policy.

7) RELATED ACTS AND REGULATIONS

Freedom of Information and Protection of Privacy Act

8) SUPPORTING POLICIES

Association's Personal Information Protection Policy

9) AMENDMENT

Amendments to this policy must be approved by the Council through majority vote.

Respectful Workplace Union Policy

Amended November 2023: Replaced by the Okanagan College Discrimination, Bullying and Harassment Policy.

Scholarship Policy

26 April 2024 AGM Approved

31 January 2025 Council Approved

1) BACKGROUND

- a. The purpose of the policy is informative for future Treasurer.
- b. In October 2010, the Association established a fund known as the OKANAGAN COLLEGE FACULTY ASSOCIATION ENDOWMENT FUND (the Fund) with the Okanagan College Foundation (Foundation), to provide student awards for those who are immediate family members of current or former members of the Association and former members of the Okanagan University College Faculty Association (OUCFA).
- c. The capital balance of the Fund as of the date of inception was Sixty-Three Thousand, Three Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$63,366.66), serving as the initial contribution to constitute and annually support the Purpose of the Fund.

2) SCOPE

The Association shall make available a total of seven entrance scholarships awarded each year. Whereas Tony Williams made an unusually significant contribution to OUCFA until his retirement, one of the scholarships awarded to a Kelowna student shall be designated as the Tony Williams Memorial Scholarship. The scholarships shall be awarded to four students from the Kelowna campus, and one student from each of the other outlying campuses, Penticton, Vernon, and Salmon Arm. The scholarships range from \$400 to \$500 depending on the value of the fund each year.

3) PURPOSE OF FUND

The purpose of the Fund is to provide up to seven annual awards (four recipients—including one to be designated as the Tony Williams Memorial Scholarship--will be at the Kelowna campus, and there will be one recipient from each of the Salmon Arm, Vernon, and Penticton campuses) of a maximum of Five Hundred Dollars (\$500.00) each for Okanagan College students who meet the following criteria:

- a. Canadian citizen, permanent resident, or protected person, or international student;
- b. Registered in full-time or part-time course load in any university studies, degree, diploma, certificate, or Trades foundation program at any campus of Okanagan College;
- c. Recipients will be an immediate family member (including, but not necessarily limited to children, spouse, sibling, parent, nephew / niece, grandchild, or legal ward) of a current or former member of the Association or a former member of the OUC Faculty Association;
- d. Recipient selection will be based on financial need;
- e. Recipient will be in good standing; and
- f. Selection will be made by an Okanagan College Foundation Awards Selection Committee, in conjunction with a representative of the Association to verify the family relationship.

4) ASSOCIATION SCHOLARSHIP ENDOWMENT TERMS (SIGNED JANUARY 2023)

- a. The Foundation's Awards Selection Committee will select the student in accordance with its policies and procedures. Committee members will be Okanagan College employees. Given privacy legislation and guidance from the CRA, donors cannot be involved in the award recipient selection process.
- b. The Foundation will administer the Fund in accordance with its Award Administration Policy as amended from time to time.
- c. The Board of the Foundation may, in any year, determine not to distribute the entirety of the Award but may decide to hold and disburse all or a portion in a subsequent year. In the event the Board determines that it is impossible, inadvisable, or impractical to disburse the Fund in accordance with the criteria, then the Board will use its commercially reasonable efforts to contact the Donor regarding an amendment to this Deed. In the event the Board is unable to contact the Donor within a reasonable period of time, then the Board may unilaterally amend the Purpose criteria but must, as much as possible, adhere to the original Purpose.

5) DISTRIBUTIONS FROM THE FUND

The Foundation will annually distribute so much of the Fund as it determines for the Purpose with the restriction that no more than 5% of the Fund, calculated annually as at March 31 using the lower of cost or market value of the Fund may be disbursed in any one year for the Purpose provided however that if the Fund balance falls below \$10,000 then the entirety of the Fund will be available for distribution.

6) INVESTMENT OF THE FUND

The Fund will be invested in accordance with the relevant policies of the Foundation from time to time.

7) EXPENSES OF THE FUND

The Foundation may deduct or pay a proportion of its administrative expenses from the Fund in accordance with the Foundation's policies as amended from time to time.

8) ADDITIONAL CONTRIBUTIONS TO THE FUND

The Foundation may accept additional contributions to the Fund from any person, corporation, society, or foundation.

9) TERMINATION OF THE FUND

In the event that the directors of the Foundation determine that it is no longer appropriate for the Foundation to manage the Fund as a separate fund, the capital and any undisbursed income in the Fund may be added to any existing fund held and managed by the Foundation. In the event of the winding up or liquidation of the Foundation, the capital and any undisbursed income in the Fund will be distributed in accordance with the Foundation's constitution as amended from time to time.

10) AMENDMENT OF THE FUND

This Deed may be amended or supplemented by a deed in writing signed, sealed, and delivered by the parties hereto. Any proposed change to paragraph 2 of the Deed must be brought to the attention of the Foundation prior to January 15th of the year in which the change is intended to be put into effect.

11) MISCELLANEOUS

The Foundation will, in a manner not inconsistent with generally accepted accounting principles, acknowledge and identify the Fund as a separate asset of the Foundation.

12) PRIVACY

The Donor consents to the disclosure of the Fund and the Donor's name in the Foundation's publications and website and agrees to receive such publications from the Foundation. The Donor agrees that the Foundation and the College may release the Donor's name and contact information to the student recipient for purposes of the recipient expressing appreciation.

13) RECOGNITION

In consideration of the gift, the Foundation will provide the Donor with public recognition in accordance with the Foundation's recognition policy, as amended from time to time.

14) GOVERNING LAW

This Deed and the enforcement of its terms will be interpreted and conducted under the laws of the Province of British Columbia.

15) SUPPORTING MOTIONS:

The originating 2003 motions regarding an OUCFA scholarship for students read:

- a. BE IT RESOLVED THAT the President is directed to make any arrangements that are necessary to designate as "The Tony Williams' Memorial Scholarship" one of the seven OUCFA Entrance Scholarships that are awarded each year. The designated scholarship shall be one of the four awarded to students at the Kelowna Centre.

- b. WHEREAS Tony Williams made an unusually significant contribution to OUCFA until his retirement and, WHEREAS Tony was an Honorary Life Member of OUCFA, BE IT RESOLVED THAT the President is directed to make any arrangements that are necessary to designate as “The Tony Williams’ Memorial Scholarship” one of the seven OUCFA Entrance Scholarships that are awarded each year. The designated scholarship shall be one of the four awarded to students at the Kelowna Centre.

16) AMENDMENT

Amendments to this policy must be approved by the Council through majority vote.

The Update Publication Policy

12 Oct 2018 FGM Approved

18 January 2019 Council Approved

24 March 2023 Council Approved

31 January 2025 Council Approved

1) PUBLISHING GUIDELINES

- a. Submissions should be sent to the Update editor by email or interoffice mail.
- b. The deadline for submission is set by the editor.
- c. All submissions will be reviewed by the editor and reviewers.
- d. Submissions must include the author's name. To ensure writers are following submission guidelines, and for verification and credibility purposes, anonymous submissions will not be considered.
- e. Criteria the editor, reviewers, and/or council may consider when determining whether a submission should be published include:
 - i. Submissions must not contain hate speech;
 - ii. Submissions must not contain content or language considered oppressive, discriminatory, or defamatory. See Article 9 of the OCFA Collective Agreement, "there shall be no discrimination based on the grounds as set out in the *Human Rights Code of British Columbia*" [Article 9.1];
 - iii. Third party advertising or marketing submissions will not be accepted; and
 - iv. Submissions that are deemed to violate a person's reasonable expectations of privacy, or other statutory requirements, will not be accepted.
- f. When submissions are received that the editor and reviewers believe may not be appropriate for publication, they will do one of the following:
 - i. Work with contributor to edit content to fit the guidelines outlined in this policy, as outlined in the Corrections, Retractions, and Post-Publication Updates section of this policy; or
 - ii. Forward the submission to council for review. Council will vote on whether the submission will be published.
- g. *Disclaimer (to be included in every issue of the Update): The views expressed in the Update are those of the submission authors. The opinions may not represent those of the Association as an organization.*

2) PURPOSE OF THE PUBLICATION

The Update is a faculty newsletter that shares information related to the Association and disseminates relevant contributions from its members. The Update is intended to be a communication tool for the Association's membership.

3) EDITOR

- a. The Secretary will be the editor of the Update as per the Association bylaws.
- b. The editor receives submissions and is responsible for the Update's layout and design, management of content, and newsletter distribution.
- c. Roles and responsibilities of the editor include:
 - i. Producing the Update and distributing it to members;
 - ii. Soliciting council volunteers to occupy the reviewer position;
 - iii. Setting submission deadlines;
 - iv. Soliciting submissions for the newsletter;
 - v. Preparing the layout and content for publication;
 - vi. Confirming email list of recipients is up to date; and
 - vii. Ensuring submissions follow the publication policy and guidelines.

4) REVIEWERS

- a. At the first council meeting after the Association elections, the Secretary will ask council members to volunteer to serve as the Update's reviewers.

- b. Up to two reviewers are permitted. Should more than two council members volunteer to serve as the Update's reviewers, the appointments should be made following a vote of council.
- c. Roles and responsibilities of the reviewers include reviewing all submissions alongside the editor.

5) CONTENT AND DESIGN

All content should be submitted directly to the editor. Submissions with consistent formatting are preferred. Please include titles and headings. Text should be consistent in size and font. Articles and images should be cited appropriately. In making a submission, the contributor agrees to their content being published in the Update, and claims the piece is the author's personal work. Content suggestions include:

- a. Council and Executive updates;
- b. Articles and letters from the membership;
- c. Spotlights on member research, community engagement, or relevant sector news;
- d. Promotion and reviews of Association events; and
- e. Bargaining or Collective Agreement information.

6) CORRECTIONS, RETRACTIONS & POST-PUBLICATION UPDATES

- a. Following publication of an article it may be necessary to make changes to the initial version. The Update editor and reviewers will consider corrections, retractions, and other post-publication updates. Article revisions should be accompanied by a post-publication notice, which will be bilaterally linked to the original article and the revised version. Updates to the original article can be in the form of a correction notice, an expression of concern, a retraction, or a removal.
- b. Authors may submit post-publication updates or retractions at their request or at the request of the editor. Authors should notify the editor as soon as they find errors or reason to update an article. In cases of co-authorship, all authors must agree to requests for corrections or retractions. Authors should respond to update or retraction requests within 14 days of receipt of request, and updates should be included in the proceeding issue of the Update when feasible. In some cases, due to the publication process or when further consultation and feedback is required, post-publication updates may be delayed by one consecutive issue.
- c. Types of corrections may include:
 - i. Author correction;
 - ii. Author name change;
 - iii. Addendum;
 - iv. Editor's Note;
 - v. Editorial Expression of Concern; and
 - vi. Retraction

7) ARTICLE REMOVAL

- a. Articles are removed in rare circumstances where problems are serious in nature and cannot be addressed by a Retraction or Correction notice. A removal notice should be issued in place of the original article. Limited circumstances may include:
 - i. Article contains content posing a serious risk if followed or acted upon;
 - ii. Article contains content that violates the privacy of an individual; and
 - iii. Article is defamatory or could have legal implications for individuals or the Association.
- b. The [*COPE \(Committee on Publication Ethics\) Guidelines*](#) on Retractions should be followed when considering removal or correction of published content.

8) AMENDMENT

Amendments to this policy must be approved by the Council through majority vote.

Work Availability Expectations Policy

12 April 2024 (previously called: Working Hours Policy) Council Approved

31 January 2025 Council Approved

1) PURPOSE

- a. The purpose of this policy is to empower members of Council and Executive to define their own working hours within reason. Council and Executive will respect the work-life balance decisions of its members in their expectations of work hours of other members.
- b. As a member of Council or Executive, it is expected that the member will effectively discharge the duties of their Association position.
- c. It is recognized that circumstances may arise that require flexibility of members in the timely dispensation of their work related to the Association position.

2) MEETINGS

- a. Meetings for the Executive and the Council shall normally occur during regular business hours apart from General Meetings and Special Meetings.
- b. Meeting Chairs shall make every effort to limit the length of meetings to the time agreed upon in the agenda. This can include amending meeting rules to streamline debate, requiring the submission of written reports, or deferring agenda items to a subsequent meeting.
- c. Meeting extensions are permitted with a majority vote of the committee in question.

3) COMMUNICATIONS

Communications between members of the Council or the Executive for Association business can occur at any time. No response is expected outside of the individual's personal working hours, notwithstanding circumstances that require timely responses.

4) AMENDMENT

Amendments to this policy must be approved by Council through majority vote.