

# ARTICLES OF ASSOCIATION

## ARTICLE 1: NAME AND COMPOSITION

1. This Association is named the Cowichan Valley Teachers' Federation ("CVTF").
2. The Association is composed of the Cowichan District Teachers' Association ("CDTA") and the Lake Cowichan Teachers' Association, ("LCTA") ("the Locals").

## ARTICLE 2: PURPOSE AND OBJECTS

The purposes and objects of the CVTF are:

- a) to act as the exclusive bargaining agent on behalf of the Locals in accordance with the British Columbia Teachers' Federation's constitution, by-laws, policies and procedures ("BCTF's Rules"), the *Public Education Labour Relations Act*, and the *Labour Relations Code* for all members of the Locals in School District #79, Cowichan Valley;
- b) to act as the official representative of the members of BCTF and the Locals in official dealings with the school board on district-wide matters;
- c) to promote cooperation and coordination between the Locals to ensure that members' rights are protected in administration of the collective agreement; and
- d) to decide members' rights to belong to a particular local.

## ARTICLE 3: JURISDICTION

1. The jurisdiction of the CVTF is limited and restricted to such areas as are defined within the collective agreement, the Articles of Association, the BCTF's Rules, the *Public Education Labour Relations Act* and the *Labour Relations Code*.
2. The Locals are each responsible for:
  - a) conducting the affairs of that local according to the local's constitution and bylaws including setting the local dues, fees, and levies.
  - b) providing delegates to the CVTF Executive Council (selected in accordance with a procedure determined by the respective locals); and
  - c) maintaining the traditional constitutional relationship with the BCTF.

## ARTICLE 4: MEMBERSHIP

1. Members of the Locals are members of the CVTF and the BCTF.
2. The membership of each local will continue to be:

- a) for the Cowichan District Teachers' Association, those persons employed to work in that portion of the district that, before December 1, 1996, was known as School District No. 65 Cowichan; and
  - b) for the Lake Cowichan Teachers' Association, those persons employed to work in that portion of the district that, before December 1, 1996, was known as School District No. 66 Lake Cowichan.
3. All members will pay dues, fees and levies to the appropriate Local set in accordance with that Local's constitution and by-laws. Which Local is appropriate will depend on the duties assigned by the employer. If there is any question as to which Local a members should belong, the CVTF Executive Council will make the final determination.
  4. Members will execute authorizations for payroll deductions of dues, fees and levies in accordance with the BCTF's rules and the Local's constitution and by-laws.
  5. CVTF members will be entitled to:
    - a) ratify, in accordance with BCTF's Rules and the member's local's constitution, by-laws and procedures, recommendations made by the CVTF's Executive Council or Bargaining Committee relating to;
      - i) the adoption of and amendments to these Articles; and
      - ii) modification of the collective agreement;
    - b) attend, with voice but no vote, and at no expense to the CVTF or the Locals, meetings of the CVTF Executive Council; and
    - c) make submissions to the CVTF Executive Council through the member's local's representatives on the council.

## **ARTICLE 5: EXECUTIVE COUNCIL**

1. The CVTF Executive Council is composed of the following:
  - a) four representatives from the CDTA, composed of the President, Agreements Chair, and two other representatives appointed by the local's Executive Committee; and
  - b) three representatives from the LCTA, composed of the President, Bargaining Chair and one other representative appointed by the local's Executive Committee.
2. The Chairperson of the CVTF will be the President of the CDTA and the Vice-Chair shall be the President of the LCTA.
3. The CVTF Chairperson will act as the official spokesperson of the CVTF in dealings with the employer unless the CVTF Executive Council designates another representative for specific purposes.
4. The CVTF Executive Council will:

- a) meet with reasonable notice at the call of the Chairperson or a majority of the CVTF Executive Council members, with a quorum being a majority of the members of the CVTF Executive Council;
  - b) seek to make its decisions on the basis of consensus. Failing consensus, the decisions shall be made by vote on the basis of the current allocation of voting cards at the BCTF Representative Assembly; and
  - c) adopt policies and procedures consistent with Article 2.
5. The CVTF will not be responsible for the actions or activities of a local unless the CVTF Executive Council has authorized such actions or activities.

## **ARTICLE 6: COLLECTIVE BARGAINING AND RATIFICATION**

1. The CVTF Executive Council will establish a bargaining committee composed of:
  - a) the CDTA Agreements Committee; and
  - b) the LCTA Bargaining committee.
2. The CVTF Bargaining Committee will make its decisions as per Article 5, Section 4(b).

## **ARTICLE 7: COLLECTIVE AGREEMENT ADMINISTRATION**

1. The CVTF Executive Council will establish a grievance committee composed of:
  - a) the CDTA Grievance Committee; and
  - b) the President of the LCTA
2. The CVTF Grievance Committee will make its decisions as per Article 5, Section 4(b).
3. The CVTF Grievance Committee shall determine who the appropriate representative shall be for any given grievance.

## **ARTICLE 8: AMENDMENT**

1. These Articles of Association may be amended by a vote of 2/3 of the CVTF Executive Council.
2. All amendments shall be subject to ratification at a general meeting of each local, held in accordance with that local's constitution and by-laws, and passed by a two thirds majority of members present at that particular general meeting.

## **ARTICLE 9: FINANCE**

1. Each local will be responsible for expenses incurred by their representatives at all CVTF meetings or in carrying out their designated duties pursuant to these articles.
2. The LCTA will share the operational costs of the CVTF on a 50/50 basis with the CDTA.