

# **COWICHAN VALLEY TEACHERS' UNION CONSTITUTION AND BYLAWS**

## **CONSTITUTION**

### **1. NAME**

The name of the Local is the Cowichan Valley Teachers' Union, hereinafter called the CVTU.

### **2. OBJECTIVES**

The objectives of this Association shall be:

- to foster and promote the cause of education.
- to raise the status of the teaching profession.
- to promote the professional development, working conditions and welfare of members of the CVTU.
- to represent its members and to regulate relations with their employer through collective bargaining of terms & conditions.
- to organize and administer such activities and funds as will assist in providing the above objectives, in order to foster effective teaching and appropriate learning conditions as approved by our profession.

### **3. BASE OF OPERATION**

The operations of the CVTU are to be chiefly carried on in School District No. 79 (Cowichan Valley), province of British Columbia, as a local of the British Columbia Teachers' Federation (BCTF).

## **BYLAWS**

### **MEMBERSHIP**

### **Bylaw No. 1**

#### **1.1 Active Membership**

Membership in the CVTU shall be in accordance with the terms of the Constitution and Bylaws of the BC Teachers' Federation (Refer to Members' Guide to the BCTF Bylaw No. 1 - Membership)

#### **1.2 Associate Membership**

Any person holding membership other than active membership in the BCTF may become an associate member of the CVTU on application to the CVTU Executive and on payment of the prescribed annual fee. Associate members shall not be entitled to vote or hold office. Active members shall be the only persons entitled to vote and hold office. Associate members shall not participate in any manner in matters relating to collective bargaining.

#### **1.3 Honorary Members**

Honorary members may be elected at any General Meeting, provided that such election is not in conflict with the Constitution and Bylaws of the BCTF. Honorary members are not entitled to vote or hold office.

## **VOTING**

### **Bylaw No. 2**

- 2.1 Only active members in good standing shall be eligible to vote and hold office as table officer or staff representative. The numbers of votes necessary to elect every table officer and staff representative shall be a simple majority, 50% plus one of the members voting. All elections shall be by secret ballot, and balloting shall continue until a decisive result is achieved.
- 2.2 For all general meetings and representative assemblies, the executive committee shall choose the method of voting, and shall determine the rules and procedures for voting, provided that the following criteria are met:
  - 2.2.1 The notice of meeting must provide instructions for attending at or participating in the meeting by the communications medium, including instructions for how to vote at the meeting;
  - 2.2.2 All members participating in the meeting must be able to communicate with each other and, if applicable, vote at the meeting; and
  - 2.2.3 A member recognized as the chair facilitates the use of the communications medium
- 2.3 For all other CVTU committee meetings, voting shall be conducted by show of hands, unless each committee chooses another method and meets the above criteria.
- 2.4 There shall be no absentee voting or voting by proxy at any level of CVTU meeting.
- 2.5 All majority decisions shall be binding upon the membership unless otherwise provided for by special resolution.

## **OFFICERS AND THEIR ELECTION AND DUTIES** **Bylaw No. 3**

### **3.1 Officers**

- 3.1.1 **The Executive Committee** shall consist of the following officers:
  1. President
  2. Vice-President
  3. Immediate Past President – if and when possible - for a period of one year following their term of office.

4. Local Representative (L.R.) and Resolutions Chair
5. Secretary
6. Treasurer
7. Agreements Committee Chairperson
8. Professional Development Chairperson or CVTU Executive representative from that committee.
9. Social Justice Chairperson
10. Working/Learning Conditions Chairperson
11. Health and Safety Representative
12. TTOC/New Teacher Chair
13. Indigenous Education Contact
14. Member at Large
15. Communications/Membership Officer
16. Political Action Contact
17. French Educators Local Contact

### 3.2 Elections

3.2.1 The following shall be elected at the Annual General Meeting and shall hold office from July 1 until June 30 in the school year following their election:

1. President
2. Vice-President
3. Local Representative(s) (L.R.) to the BCTF (number to be determined by BCTF designation)
4. Secretary
5. Treasurer
6. Health and Safety Representative
7. Nominating Committee Chairperson (See Bylaw 8.1.2.1)
8. Indigenous Education Contact
9. Member at Large
10. Communications/Membership Officer
11. Political Action Contact
12. French Educators Local Contact

3.2.2 The Professional Development Committee will consist of a maximum of six members, three (3) being elected at the Annual General Meeting each year for a two (2) year term of office which will commence at that time. As soon as is reasonable, the members of the committee shall elect from their number:

3.2.2.1 A chairperson whose election shall be ratified at the next Representative Assembly;

3.2.2.2 Where possible, a member to serve on the Agreements Committee for a two-year term of office.

3.2.2.3 Where possible, a member to serve on the Social Justice Committee

Note: Refer to Appendix II for Policies & Procedures.

3.2.3 The Agreements /Bargaining Committee will consist of a maximum of seven members for a two (2) year term each. Two members will be elected at an Annual General Meeting each for a two-year term of office which will commence at that time. When possible, three members shall be elected for a two-year term from within the Working/Learning Conditions, Professional Development, and Social Justice Committees. The members of the Agreements Committee shall elect from their number a chairperson whose election shall be ratified at the next Representative Assembly.

3.2.3.1.1 Prior to a bargaining round the CVTU will create a Local Bargaining Advisory Committee (LBAC).

The LBAC will consist of 7 members:

1. CVTU President
2. CVTU Agreements Chair or a representative of the committee
3. CVTU Working and Learning Committee Chair or a representative of the committee
4. 2 elected members of the CVTU Executive Committee
5. 2 elected members of the CVTU Staff Representative Assembly
6. The work of the committee will immediately commence upon the endorsement by the September General Meeting and will cease with the completion of the Local bargaining round of the next collective agreement.
7. The LBAC will liaise with the various pre-existing committees of the CVTU to compile a list of bargaining objectives that will ultimately determine the mandate for the CVTF Bargaining Committee.
8. The work of the committee will immediately commence upon the endorsement by the September General Meeting and will cease with the completion of the Local bargaining round of the next collective agreement.
9. It is expected that the committee will keep both the CVTU Executive and the CVTU Representative Assembly abreast of the committee's progress with monthly reports.
10. A final report with recommendations of our local bargaining objectives will be presented for endorsement, and the names of the 4 members that will form the CVTU membership of the CVTF Bargaining Committee, no later than the January CVTU General Meeting.

3.2.4 The Social Justice Committee will consist of six members, three (3) being elected at the Annual General Meeting each year for a two (2) year term of office which will commence at that time.

As soon as is reasonable, the members of this committee shall elect from their numbers;

3.2.4.1 A chairperson, who will be the BCTF Social Justice contact person. This election shall be ratified at the next Representative Assembly.

3.2.4.2 A member to serve on the Agreements Committee for a two-year term of office

The Social Justice Committee shall:

- 1) be the committee responsible for matters pertaining to Social Justice
- 2) work towards the elimination of discrimination based on gender, gender identity, sexual orientation, race, ethnicity, socio-economic status and/or perceived gender, gender identity, sexual orientation, race, ethnicity, socio-economic status
- 3) be responsible for supporting and informing the CVTU membership about Social Justice information, events, learning resources, etc.
- 4) help develop and implement social justice policies and contract language that aim to equalize teachers, students and their communities.

3.2.5 Working & Learning Conditions Committee will consist of six (6) members:

Three members elected at the AGM for one-year terms.

Two members elected at each AGM for two-year terms.

The Health and Safety representative.

The Committee will elect from their numbers:

3.2.5.1 A chairperson with previous experience on the committee whose election shall be ratified at the next Representative Assembly.

3.2.5.2 A member to serve on the Agreements Committee, if possible, for a two-year term of office.

3.2.5.3 Representation, as much as possible, from all levels and specialist areas.

At the first meeting of the year, a recorder of minutes will be elected.

3.2.5.4 The committee will meet once a month.

Note: Refer to Appendix 1 - Policies & Procedures.

3.2.6 Grievance Committee will consist of seven members, the President, Vice-President, Past President for the year following his/her term of office, the Bargaining Chairperson or alternative from the negotiating team who

negotiated the collective agreement currently in effect, a representative from Working and Learning Conditions Committee, and two persons elected for one year terms at the Annual General Meeting. In a year where there is no past president, a third member at large will be elected at the Annual General Meeting.

As soon as is reasonable, the committee shall elect a chairperson from their members, and that chairperson will seek ratification at the following Representative Assembly.

Refer to Appendix 1 - Policies & Procedures.

- 3.2.7 Delegates to the BCTF Annual General Meeting and three alternate delegates shall be elected at a General Meeting of the CVTU before January 30 of the year in which the AGM is to be held. The President and Vice-President of the CVTU will automatically be delegates to the BCTF AGM.
- 3.2.8 The number of votes necessary for election to office shall be 50% of ballots cast, plus one.
- 3.2.9 Wherever a vacancy shall occur on the Executive Committee, the vacancy shall be filled by election at the Representative Assembly or at a General Meeting, whichever comes first. If the vacancy remains, the Executive Committee shall, with the approval of such member, appoint a member to the vacant position, with subsequent ratification by the RA or at a General Meeting, whichever comes first.
- 3.2.10 The Health and Safety Representative will serve on the District Health and Safety Committee and will be a member of the Working and Learning Conditions Committee.
- 3.2.10a) The Health and Safety representative will bring teachers' health & safety concerns to the district Health & Safety Committee if effective action has not been taken by the administration.
- 3.2.11 The Indigenous Education Contact will maintain regular contact with the District Principal of Indigenous Education and will keep the CVTU Executive and its membership informed of all issues/events. The Indigenous Education Contact will attend Executive Meetings, Representative Assemblies, Social Justice Meetings, and General Meetings.
- 3.2.12 Communications Officer  
The duties of the Communications Officer may include the following:
  - a) Act as Administrator for CVTU social media sites and pages

- b) Facilitate maintenance of the CVTU's website
- c) Research and prepare articles for publication in the CVTU's newsletters
- d) Review and edit (as required) information pamphlets created by the CVTU
- e) Assist the CVTU and the President of the CVTU in all matters pertaining to internal and external public relations
- g) Participate at all Executive Meetings, Staff Rep Assemblies and General Meetings
- h) Report at all Executive Committee meetings, when required
- i) Attend at least one School Board meeting a year
- j) Perform such duties as assigned by the Executive Meetings, Staff Rep Assemblies or General Meetings

3.2.13 The TTOC/New Teacher Committee will be comprised of any TTOCs and new teachers who wish to attend. As soon as is reasonable, the committee shall elect a chairperson from their members, and that chairperson will seek ratification at the following Representative Assembly.

3.3 Whenever a chairperson of a standing committee is not elected within one month of the AGM, a member of the newly elected committee will act as a representative/acting chairperson on the Executive Committee until after the September General meeting when committee vacancies may be filled. Chairpersons elected after committees are filled shall be ratified at the October Representative Assembly.

## **FEES AND LEVIES**

## **Bylaw No. 4**

- 4.1 The activities of the CVTU shall be financed by per capita fees and levies.
- 4.2 The annual fees for CVTU membership (active, TTOC, and associate) shall be set at the AGM (upon recommendation by the Executive Committee).
- 4.3 To meet extraordinary expenses, a General Meeting of the CVTU may make a levy upon the membership of the CVTU and such levy shall be paid by each active member on or before a date to be fixed by such General Meeting.
- 4.4. The membership must receive at least five (5) calendar days notice of motion regarding fees and/or levies.
- 4.5 Any unbudgeted monetary items over \$5000.00 shall be voted on at a General Meeting for which five (5) calendar days advance notice shall be given.
- 4.6 The CVTU Executive is authorized to make donations to organizations requesting assistance. The organization must be involved in educational, social

justice or labour work. The sum of donations must not normally exceed \$2000.00 per year.

## **GENERAL MEETINGS**

## **Bylaw No. 5**

- 5.1 The sovereign body of the CVTU shall be the General Meetings which shall be open to active, associate and honorary members.
- 5.2.1 Meetings of the CVTU shall be open only to members.
- 5.2.2 Guests may be admitted with the approval of the meeting.
- 5.2.3 All members are entitled to speak. Only active members are entitled to vote.
- 5.3 At least three (3) General Meetings of the CVTU shall be held within a school year. These meetings shall be held in September, January and May. The May meeting shall be the Annual General Meeting.
- 5.4 The Quorum at a meeting of the General Meeting shall be the number of members present.
- 5.5 A special General Meeting shall be held for any purpose requiring the consideration of the membership and specifically for the purpose of collective agreement ratification and amendments thereto. Such meetings shall be held:
  - 5.5.1 At the President's discretion, or
  - 5.5.2 On the decision of the Executive Committee, or
  - 5.5.3 On the decision of the Representative Assembly, or
  - 5.5.4 Upon written request of any group of ten or more members to reconsider actions of the Representative Assembly, within three weeks of the said Representative Assembly meeting, where those members feel the vote of the assembly did not reflect the views of the majority, or
  - 5.5.5 Upon written request of 10% of the membership to reconsider actions of the executive, within ten working days of publication of the approved executive minutes. The Special General Meeting must be held within five days of receipt of request by the President.
- 5.6 Notices of Meeting shall be printed, circulated and posted in staff rooms:
  - 5.6.1 General Meetings: at least five (5) calendar days of notice.
  - 5.6.2 Special General Meetings: at least five (5) calendar days of notice, unless there is insufficient time, and in which case, the staff representative network shall be used to circulate notice of a Special General Meeting.



5.7 Circulation of Agenda and Annual Reports for the Annual General Meeting shall take place at least five (5) days prior to the meeting.

5.8 The business of the Annual General Meeting shall include:

- 5.8.1 Receipt and discussion of reports,
- 5.8.2 Receipt and discussion of financial statements,
- 5.8.3 Nomination and election of officers to follow receipt and discussion of reports,
- 5.8.4 Setting of fees and adoption of budget for the following year,
- 5.8.5 Appointment of auditors,
- 5.8.6 Such other business as may properly be brought before the AGM.

## **REPRESENTATIVE ASSEMBLY**

## **Bylaw No. 6**

6.1 The membership of the Representative Assembly shall consist of:

6.1.1 The staff representative(s) who shall be elected on the basis of one (1) for every ten (10) members, or for any additional fraction thereof in each school unit.

A school unit shall be defined as:

- (1) the school or schools and annexes, if any, under the supervision of one administrative officer.
- (2) the entire District staff.

6.1.2 The chairperson of each standing committee and the reporting member of ad hoc committees.

6.1.3 The chairperson or reporting member of any recognized district Local Specialist Association (LSA). Recognition shall be given annually upon submission in writing to the Representative Assembly.

6.1.4 In addition to the chairperson, the TTOC Committee shall elect 2 additional TTOCs to represent the TTOCs at the association Rep Assemblies.

6.1.5 The members of the Executive Committee.

6.2 Other members of the CVTU are entitled to attend meetings of the Representative Assembly. They may speak but they may not vote.

6.3 The Quorum at a meeting of the Representative Assembly shall be the number of members present.

- 6.4 Meetings of the Representative Assembly shall be held in those months in which a General Meeting is not scheduled, except July and August and December and March are optional.
- 6.5 Extraordinary meeting of the Representative Assembly shall be called at the discretion of the president or if the president is petitioned by any ten members of the Representative Assembly. Such meetings shall be held within five (5) calendar days of the receipt of petition.
- 6.6 The Representative Assembly shall have the authority to act on behalf of the Association, subject to direction from a General Meeting.
- 6.7 At its first meeting each year the Representative Assembly shall elect, from its members, two people who will chair the RAs and General Meetings for the remainder of the year.

## **DUTIES OF OFFICERS**

## **Bylaw No. 7**

- 7.1 The duties of officers and of the members of the Executive Committee shall be as defined in the CVTU Handbook and in "Simplified Rules of Order" prepared by the BCTF current edition, based on Robert's Rules of Order, newly revised, when not in conflict with any clause of this constitution.
- 7.2 The President shall be the presiding officer of the Association, and a member ex officio of all committees and sub-committees of the Association. The President shall be a signing officer and have general supervision of all matters and affairs of the Association. If one or more of the LRs are unable to attend the BCTF Representative Assembly, the President shall be the designate.
- 7.3 The Vice-President, in the absence or disability of the President, shall perform the duties of the President, as determined by the Executive Committee and shall have signing authority.
- 7.4 The Secretary shall keep accurate minutes of all meetings of the Executive Committee, the Representative Assembly, and all General Meetings, and be the legal custodian of all minute books of the Association and may include providing information to the Communications Officer, membership engagement, delivering BCTF information such as Pensions/SIP/Health and Wellness program.
- 7.5 The Treasurer shall be a signing officer and the legal custodian of all monies of the Association and shall deposit all monies received at a chartered bank and/or Credit Union to the credit of the Association, and shall draw on those funds by cheque.

- 7.5.1 The Treasurer shall receive, disburse as directed and accurately account for all monies within budget allocations.
- 7.5.2 The Treasurer shall disburse monies beyond this allocation only in accordance with a resolution of a General Meeting or Representative Assembly.
- 7.5.3 The Treasurer shall keep a proper set of books and shall exhibit the same to the Executive Committee or to the Representative Assembly when required.
- 7.5.4 The Treasurer shall submit a financial statement and a proposed budget for the ensuing year to the Annual General Meeting. A financial statement will be presented to the first possible scheduled General Meeting in the following fiscal year.
- 7.6 Local Representative(s) to the BCTF – as outlined in Bylaw No.6 in Members' Guide to the BCTF

## **COMMITTEES**

## **Bylaw No. 8**

### **8.1 Standing Committees**

- 8.1.1 The chairpersons of the following standing committees shall be elected according to Bylaw 3.2:
  - 1. Professional Development Committee (3.2.2)
  - 2. Agreements Committee (3.2.3)
  - 3. Social Justice Committee (3.2.4)
  - 4. Working/Learning Conditions Committee (3.2.5)
  - 5. Grievance Committee (3.2.6)
  - 6. TTOC/New Teacher Committee (3.2.13)
- 8.1.2 The Nominating Committee and Constitution and Policy Committee shall be chaired by members of the Executive as specified below:
  - 8.1.2.1 The immediate Past President shall be the Chairperson of the Nominating Committee. If there is no immediate Past President, the Chairperson of the Nominating Committee shall be elected at the AGM.
  - 8.1.2.2 The Vice-President shall act as Chairperson of the Constitution and Policy Committee.

### **8.2 Duties of Committee Chairpersons**

Duties of chairpersons shall include:

- 8.2.1 Familiarizing the committee members with CVTU Terms of Reference in respect to current policies and procedures for that committee; and ensuring that these are adhered to in the conduct of committee business.
- 8.2.2 Attending or sending a committee representative to the CVTU Executive and Representative Assemblies and General Meetings and reporting to these groups when necessary, or as required.
- 8.2.3 Attending or sending committee representatives to BCTF conferences/training sessions.
- 8.2.4 Deleted.
- 8.2.5 Notwithstanding the above-noted duties of committee Chairpersons, the President, Vice-President or designate will be responsible for 8.2.2
- 8.3 **Special Committees**
- 8.3.1 Ad Hoc committees may be set up by the Executive Committee as deemed necessary, and their chairpersons/representatives invited to attend meetings.
- 8.3.2 Deleted.
- 8.3.3 Joint S.D. 79/CVTF committees  
Representatives on joint S.D. 79/CVTF committees shall include only members who have applied and received the endorsement of the CVTU Executive Committee.

## **QUORUM**

### **Bylaw No. 9**

- 9.1 A quorum of the Executive Committee is 50% of the Executive Committee members.
- 9.2 A quorum of the Representative Assembly shall be the number of members of the Representative Assembly present.
- 9.3 A quorum of the General Meeting of the CVTU shall be the number of members present.

## **3.3 REFERENDUMS AND SURVEYS**

### **Bylaw No. 10**

- 10.1 The Executive Committee may at its discretion, and shall when directed by a General Meeting, submit to all voting members any question affecting the interests of the Association. A vote on such a question shall be taken by

ballot (with a time limit set for return); but no action will be taken by the Executive Committee except as authorized by a majority of those voting.

- 10.2 That in instances where membership input is solicited via local surveys, that the surveys be mailed to each fulltime TTOC member, with the cost of the mail-out being borne by the Association committee responsible for the survey.

## **FINANCIAL YEAR**

**Bylaw No. 11**

- 11.1 The financial year shall commence on July 1<sup>st</sup> of each year.

## **DISCIPLINE**

**Bylaw No. 12**

- 12.1 The professional conduct of all members shall be governed by the BCTF Code of Ethics. (See BCTF Members' Guide, Bylaw 16)

## **EXAMINATION OF BOOKS AND RECORDS**

**Bylaw No. 13**

- 13.1 Current records will be in the care of the appropriate executive member.

All other books, documents and other records shall be kept in the care of the president and (with the exception of those books, records, or documents containing information confidential to members or former members), may be examined by any member upon giving due notice in writing to the president.

## **RULES OF ORDER**

**Bylaw No. 14**

- 14.1 The BCTF current edition of Simplified Rules of Order shall govern proceedings of all meetings of the CVTU, except where these may be inconsistent with the Bylaws of the CVTU.

## **AMENDMENTS TO THE CONSTITUTION AND BYLAWS**

**Bylaw No. 15**

- 15.1 Any proposed amendment to this constitution and bylaws shall be presented to the Executive Committee as an extraordinary resolution at least seven (7) days before a meeting of said committee.
- 15.2 The Executive Committee shall then advise the Representative Assembly of the proposed amendment(s) prior to the next General Meeting. All members will be advised in writing at least seven (7) days prior to the General Meeting. That General Meeting shall vote upon the amendment.

- 15.3 The consent of at least two-thirds of the voting members present at the General Meeting is required to amend the constitution and bylaws.

## **POLICIES AND PROCEDURES**

### **WORKING AND LEARNING CONDITIONS COMMITTEE**

#### **Appendix I**

##### **1.0 CHAIRPERSON**

- 1.1 The chairperson of the WLC Committee is a member of the CVTU Executive.
- 1.2 The Health and Safety representative is a member of the District Health and Safety Committee. In the event that the Health and Safety Representative is unable to attend the District Health and Safety Committee Meeting, the chairperson of the WLC or appointed designate will attend, if possible.
- 1.3 The duties of the WLC chairperson are to include initiating WLC clauses for the consideration of the CVTU Executive and Agreements Committees and to carry out directions from the Executive.
- 1.4 The WLC chairperson or designate shall attend any zone meetings called by the BCTF which pertain to WLC matters.
- 1.5. Chairperson or designate shall attend the CVTU Executive meetings, RA and any General Meetings to communicate WLC concerns and information.
- 1.6 Chairperson will submit the report of the committee's yearly activities to the Annual General Meetings.

##### **2.0 DUTIES OF WLC COMMITTEE**

- 2.1 Collect data from all sites in order to gather information concerning:
- a. class size and composition.
  - b. working conditions, ie: instructional contact time/supervision/teacher workload.
  - c. facilities.
  - d. instructional resources and materials, and technology
  - e. health & safety

- f. current or proposed collective agreements matters
  - g. possible collective agreement violations
- 2.2 Formulate a checklist and distribute to all sites in September to confirm adherence to collective agreement.
  - 2.3 Deleted.
  - 2.4 Prioritize district budget concerns.
  - 2.5 In consultation with the CVTU Executive, prepare a budget brief for submission to the Board.
  - 2.6 Deleted
  - 2.7 The WLC Committee shall be discreet at all times and keep counsel of privileged information.
  - 2.8 Annually review the WLC policies and procedures.
  - 3.0 **HEALTH AND SAFETY REPRESENTATIVE**
  - 3.1 The Health and Safety representative is a member of the District Joint Health & Safety Committee.
  - 3.2 The Health and Safety Representative will report on District meetings.
  - 3.4 The Health and Safety Representative will attend zone meetings as a H/S Rep.
  - 3.5 Bring teachers' health & safety concerns, through the Health and Safety representative, to the district Health & Safety Committee if effective action has not been taken by the administration.

## **PROFESSIONAL DEVELOPMENT COMMITTEE**

### **Appendix 2**

#### **1.0 Purpose**

- 1.1 It is the objective of the Cowichan Valley Teachers' Union to promote the professional growth of its members. The CVTU Professional Development Committee (the Committee) will:

- 1.1.1 encourage all members to develop and/or maintain a high standard of effectiveness in the classroom;
- 1.1.2 encourage members to keep pace with changes in subject/course content, philosophy and methodology or instruction;
- 1.1.3 encourage members to develop processes and learn how to use materials that best meet the needs of their students.
- 1.1.4 encourage members to establish effective school-based professional development programs;
- 1.1.5 provide coordination and support for those members who wish to participate in professional activities.
- 1.1.6 encourage membership in PSA's and LSA's.
- 1.2 The CVTU, through the Professional Development Committee, subscribes to the BCTF Declaration of Continuing Education Principles as stated in the BCTF Members' Guide.

## 2.0 **Definitions**

- 2.1 **Professional Development:** is broadly defined as any activity or event whereby a teacher can update his/her knowledge or expertise in a field of studies, or to keep abreast of developments in teaching styles or strategies, as well as becoming aware of changes in the educational philosophy and education in general. It does include, but is not limited to, participation in such activities as:
  - 2.1.1 self initiated visits to other classrooms or schools;
  - 2.1.2 conferences and workshops held outside School District No. 79;
  - 2.1.3 school-based or district-wide workshops;
  - 2.1.4 collegially determined staff development programs;
  - 2.1.5 or any other approved activity which promotes professional growth.
  - 2.1.6 active membership in a PSA or LSA.
- 2.2 **Professional Development does not include:** the development and/or implementation of ministry curriculum for a specific course of studies to be presented within a classroom.



- 2.2.1 **Inservice:** Board initiated and funded provision of specific training or assistance to members for the purpose of implementing new or revised programs or curricula, or in assisting them in the execution of those duties assigned to them by the Board.
- 2.2.2 **Curriculum Development:** The process of developing curriculum and related materials for a specific course of study.
- 2.2.3 **Curriculum Implementation:** The process is associated with the actual or intended use by the member of the curricular innovations and changes.
- 2.2.4 **Voluntary activities** such as curricular or extra curricular involvement with students e.g. field trips, sports tournaments, etc.
- 2.2.5 Deleted
- 2.3 **Workshop:** Any educationally oriented activity publicized as a "workshop" by an association, college or university or any educationally oriented activity of less than twenty hours.
- 2.4 **Course:** Any educationally oriented activity offered by the BCTF, or any established post-secondary institution, which publicizes the activity as a "course" in its official calendar; provided, however, that no activity will be considered a "course" if it is less than twenty contact hours in duration.
  - 2.4.1 **Credit Course:** Any course as described in Article 2.4 for which the member received academic credit recognized by the BC College of Teachers.
  - 2.4.2 **Non-Credit Course:** Any course as described in Article 2.4 for which the member receives no academic credit.
- 2.5 **District Staff:** Those members not assigned to a particular school or schools.
- 2.6 **Member:** A member of the Cowichan Valley Teachers' Union.
- 2.7 **Professional Development Committee:** The committee elected at the CVTU Annual General Meeting.
- 2.8 **Professional Development Representative Assembly:** The committee is made of the volunteer CVTU professional development members, one representative from each school, one representative from district staff and one representative from each Local Specialist Association. AGM April, 2009

- 2.9 **Curriculum Implementation Committee:** The committee established pursuant to the current collective agreement between the Board and the Association.

### **3.0 Non-Instructional Days**

- 3.1 As per the collective agreement between the Association and the Board, non-instructional days shall be allocated for teacher professional development activities.
- 3.2 Such non-instructional days shall be considered as instructional days for salary purposes.
- 3.3 Such non-instructional days shall be used as follows:
- 3.3.1 One date shall conform to the Professional Specialist Association Day, usually the third week in October.
- 3.3.2 School-based Professional Development Days: Each school staff, with support of the professional development representative, shall be responsible for organizing professional development activities for members within that school based on the needs and requests of the teachers within that school;
- 3.3.3 Local Professional Development Days: The Professional Development Committee shall be responsible for organizing activities for all members of the Association based on the needs and requests of the same.

### **4.0 Professional Development Fund**

- 4.1 The Board's contribution to this fund shall be negotiated by the Bargaining Committee.
- 4.2 The Board contribution shall be forwarded to the Association pursuant to the current collective agreement.
- 4.2.1 CVTU members who are engaged by the CVTU Professional Development Committee to present a workshop/course organized by the Local shall be given in lieu of monetary reimbursement, equal TTOC time to be used for their own professional development.
- 4.2.2 CVTU members, who are TTOCs, and engaged by the CVTU to present a workshop/course organized by the Local shall be given equal monetary reimbursement on scale.

If needed, a 0.5 TTOC day is provided to prepare the workshop to be used in advance of the workshop/course to be presented within the current school year.

- 4.2.3. Compensatory time earned cannot be transferred to other CVTU members.
- 4.2.4. Compensatory time earned for October and February professional development days must be used by the end of the current school year (i.e. June 30th).
- 4.2.5. Compensatory time earned for the May professional development day must be used by the end of the current calendar year (i.e. December 31st).
- 4.2.6. The Professional Development Committee will only provide compensatory time and 0.5 TTOC prep time to a maximum of two presenters per workshop/course.
- 4.2.7. CVTU members who are TTOCs and engaged by the CVTU Professional Development Committee to present a workshop/course organized by the Local shall be given equal monetary reimbursement on scale.
- 4.3 The costs associated with the administration of this fund shall be fully borne by the Professional Development Fund.
- 4.4 The signing officers for the fund shall be the Local President and the Professional Development Committee chairperson and the Treasurer.
- 4.5 The Professional Development Committee will determine the distribution of the allotted funds. The funds will be divided on a proportional basis between:
  - (a) Individual PD funding;
  - (b) L.S.A.s;
  - (c) School-based Day;
  - (d) Local Day;
  - (e) Professional Development Committee;
  - (f) Summer PD if surplus funds of current fiscal year are available.
- 4.6 A disbursement statement shall be prepared and provided to the CVTU Executive bi-monthly during the school year, and to the Board according to the terms of the current collective agreement.
- 4.7 The fund shall be audited/reviewed annually by an auditor chosen by the Association.
- 4.8 The members in each school shall be responsible for:
  - 4.8.1 Deleted.
  - 4.8.2 electing or appointing a representative to the Professional Development Representative Assembly;

- 4.8.3 making decisions on the use, application and expenditure of the funds allocated to the school;
- 4.8.4 organizing professional activities within the school for the designated school-based professional development days.
- 4.9 The decisions of the use, application and expenditure of the CVTU's professional development funds will be made by CVTU members only for such professional development activities such as:
  - 4.9.1 Attendance of individual members at workshops and courses in or out of the district.
  - 4.9.2 school visitations by individual members or groups of staff members within or outside the district;
  - 4.9.3 staff professional development, teacher effectiveness training;
  - 4.9.4 organization of professional development activities on the designated school-based days.
- 4.10 If a school, or several schools, opt to participate in a workshop being sponsored by a special interest or district group as their school-based professional development day activity, then those participating schools may share their finances of the costs involved. Applications for such shared events must have the approval of all school representatives involved.
- 4.11 Each June the Committee will review professional development expenditures, and if it appears not all of the allocated funds for the previous school year have been used, all such unused or non-committed funds will be returned to the Professional Development Committee's general fund.
- 4.12 Regulations governing expenditure guidelines and limits will be developed by the Professional Development Committee each September and circulated to members of the association.
- 4.13 Individual members attending authorized professional development activities may claim the following expenses from their school professional fund allotment with the understanding that only partial reimbursement may be possible:
  - 4.13.1 TTOC costs for the day of the professional development event;
  - 4.13.2 Registration fees;

4.13.3 Travel costs; ferry and/or fuel costs to and from venue, out of district PD only;

4.13.4 Accommodation

CVTU member's application of Professional Development funds should be in the most economical means possible.

Overnight accommodations will be provided, at CVTU Professional Development Funds' expense, to those members attending a CVTU Professional Development Committee approved activity if in the opinion of the member they need to stay the night prior to the commencement of the activity.

The following expense shall be funded:

1. Hotel rooms are at cost provided the claim is supported by receipts.
2. the single room rate, unless the following conditions apply:
  - i.) spouses are sharing accommodation to attend their respective professional development activities;
  - ii.) colleagues are sharing accommodation to attend their respective professional development activities. Please note this is consistent with the BCTF policy regarding accommodation.

All CVTU members on Professional Development Committee approved activities are provided hotel accommodation for the night on which the activity adjourns when any of the following conditions apply:

- i. weather and road conditions are hazardous in the opinion of the affected member;
- ii. on the day the activity adjourns and the member is unable to arrive home safely in the opinion of the affected member.

Otherwise, rooms will not be provided on the final night of the activity in cases where travel home is possible.

CVTU members are encouraged to use the list of unionized hotels provided in the BCTF Member Portal. Non-union hotels should only be used when a union hotel is not available.

4.13.5 Meal allowance, out of district, in-person PD only.

4.14 The fund will not pay for the purchase of kits, equipment and/or other materials for school/personal use; unless it is required as part of the workshop/course the member is registered in.

4.15 The committee is responsible only for the approval of professional development expenditures. Teachers requiring TTOCs and leave of absence for professional development purposes must have prior written approval of their principal.

- 4.16 Applications for expenses of members wishing to attend professional development activities must be submitted to their school professional development representative at least three weeks prior to the activity. Claims for reimbursement of approved expenses must be made within three weeks of the date of the activity. The onus for claiming expenses rests entirely upon the member and funds allocated to members which remain unclaimed after this three week period will be released and become available for further use by the CVTU members.
- 4.17 In the event of late notification of upcoming activities, a teacher receiving less than the required three weeks advance time for submission for approval may still be able to obtain approval by submitting a completed application form to his/her school representative including the signature of the administrative officer.
- 4.18 After the event applications will not be approved.
- 4.19 When an application has been disallowed by a school representative, the applicant has the right of appeal to the CVTU Professional Development Committee and, failing that, the CVTU Executive.
- 4.20 A teacher attending workshops, conferences or seminars is expected to be available as a local resource person for their school staff and/or other district teacher group(s).
- 4.21 CVTU members who present a workshop/course organized by the Local shall be given in lieu of monetary reimbursement TTOC time in lieu as per section 4.2.1 of the CVTU's Professional Development Constitution to be used within the calendar year either in preparation for the workshop or for furthering their own professional development. A maximum of two days can be accumulated by members facilitating a workshop/course. Out-of-pocket expenses for materials/equipment for the workshop/course will be reimbursed by the sponsor's professional development fund, be that a school, an LSA or the Professional Development Committee.
- 4.22 Resource persons who are not CVTU members will be granted their normal fee plus transportation, accommodation and TTOC costs, if required. A CVTU Professional Development Claims Form will be provided.
- 4.23 The Professional Development Committee retains the responsibility of administering and disbursing money as well as final approval of all ProD activity claims.
- 4.24 The committee will not consider individual or school requests that have not previously been approved by the school's representative, except on appeal.

All such requests should be within the CVTU approved district policies and expense allowances.

- 4.25 Requests for special consideration of long term activities or additional expenses not provided for in the guidelines may receive special consideration from the Professional Development Committee at its regular business meeting, subject to the approval by the school representative.

#### 4.26 Local Specialist Association

An LSA is a group of teachers interested in promotion and advocacy of professional development in the specialist area.

There shall be an elected executive with the equivalent title of at least three of the following CVTU members:

- Chairperson
- Secretary
- Treasurer

In order to be recognized as an LSA of the CVTU, the following criteria must be met:

- There shall be a PSA in existence. If there is not a PSA, a representative assembly must approve the LSA.
- At least three LSA meetings shall be held each school year.
- Membership is open to all interested CVTU members.

The LSA shall support the CVTU's efforts in advocating for the specialty area.

#### LSA Responsibilities

LSAs shall have the responsibility to promote professional development through activities that may include:

- Providing learning opportunities
- Maintaining liaison with specialty programs
- Maintaining liaison with the BCTF PSA
- Initiating and maintaining contact with beginning teachers
- Maintaining a system of communication with its members

#### LSA Financing

In order to receive funding, the LSA must submit a Budget Planning Form to the CVTU office no later than November 30th.

Those LSAs that submit the Budget Planning Form after November 30th will not receive funding.

In order to receive funding, the LSA must meet the criteria of 4.26.

Only one LSA should exist per PSA.

Charges for operating expenses will be borne by the LSA's operating budget.

An LSA can charge a fee to offset activity costs.

All LSA expenses shall be recorded by the LSA's treasurer and reported to the CVTU Professional Development Committee by May 31st.

## **5.0 Participation in Professional Development Activities**

- 5.1 On all Professional Development Days it is expected that all teachers will be in attendance at arranged professional development activities, unless there is an approved alternate activity. The Committee will provide direction for members as to appropriate activities. However, the ultimate onus or responsibility rests with the individual member. Approval for an alternate activity must be sought and gained from the Committee three weeks prior to the scheduled Professional Development Day. If the approval is disallowed, the individual member has the right of appeal to the full CVTU Executive Committee.
- 5.2 Non-members of the Local may participate in professional development activities at a cost to be determined annually by the Professional Development Committee.

## **6.0 Duties of the Professional Development Committee Chairperson**

- 6.1 Organize meetings of the Professional Development Committee and the professional development Representative Assembly;
- 6.2 Be responsible for the division of duties to each of the other five members of the committee as follows:
  - 6.2.1 Professional Development Committee secretary;
  - 6.2.2 Deleted.
  - 6.2.3 School-based Professional Development Day Coordinator;
  - 6.2.4 District Professional Development Day Coordinator;
  - 6.2.5 Professional Development representative on the Bargaining Committee;
  - 6.2.6 Professional Development representative on the joint Board/Association Curriculum Implementation Committee;
  - 6.2.7 Professional Development Committee treasurer.
- 6.3 Ensure the preparation of a yearly budget and year-end report;
- 6.4 Present bi-monthly financial reports to the professional development Representative Assembly and the Executive;



- 6.5 Present a statement of disbursements to the Board as pursuant to the collective agreement;
- 6.6 Facilitate a variety of professional development activities based on the needs and requests of the members of the Association.
- 6.7 Distribute professional development information regularly to all members.
- 6.8 Support bargaining committee with clauses relating to professional development.
- 6.9 Attend bargaining committee meetings, when asked to consult..
- 6.10 Attend Executive and General Meetings of the Association as well as zonal professional development meetings with other Associations or assign an alternate.
- 6.11 Deleted.
- 6.12 Review applications and reimburse funds.
- 6.13 Submit proposed dates to be used for professional development activities to the Association Executive and the board.
- 6.14 Act as a resource person in the areas of planning, facilities and resources for workshops and seminars, when requested by a special interest group or school staff.

**7.0 Duties of the School Professional Development Representative**

- 7.1 Deleted
- 7.2 Facilitate organization of professional development activities in the school.
- 7.3 Bring school professional development concerns to the attention of the Professional Development Committee.
- 7.4 Deleted
- 7.5 Attend meetings of the professional development Representative Assembly.
- 7.6 Act as a liaison between the school CVTU members and the school administration for the following reason:
  - 7.6.1 Deleted

7.6.2 As the principal, under the School Act, is charged with the responsibility for the operation of their school, it is necessary that they are aware of school activities for the designated school-based professional development days.

7.6.3 Deleted.

## **TTOC/NEW TEACHER COMMITTEE**

## **Appendix 3**

The TTOC/New Teacher Committee is comprised of any TTOCs and new teachers who wish to attend who shall bring forward issues related to TTOCs. It is the responsibility of the Chair to bring these concerns to the attention of the Local President.

## **LOCAL PRESIDENT (LP)**

## **Appendix 4**

1. The CVTU will pay their Local President's salary according to that person's placement on the local's collective agreement with the board.
2. The CVTU budget will include an allowance to cover out of pocket expenses while conducting Association business:  
Meals and per diems per BCTF policy  
Kilometre allowance as per the collective agreement.
3. The President has access to all leave provisions in the collective agreement. As the President is on leave from the Board, and is employed by the Union, the granting of the leave requests is subject to the approval of the Executive Committee.
4. The President has access to up to five (5) compensatory days per school year. Any further days beyond these five (5) days will require the approval of the RA or a General Meeting, whichever came first. The Vice-President will assume the duties of the President.
5. Sick Days are taken in accordance with the provisions of the collective agreement.
6. That the CVTU will pay any increased automobile insurance costs required by the LP to the maximum in the collective agreement, as provided in Article B.10.3
7. That the CVTU will reimburse the LP according to the provisions of Article B.7.1 of the collective agreement (Damage to Vehicles and Personal Property) should a loss be incurred by the LP while rendering Association service, while on school district property or attending to the CVTU office and/or meetings.

8. That a cell phone be provided to the President and Vice-President. The cell phones will be owned by the Association and the number will remain the same for any incoming President and Vice-President, where possible.
9. If there is a perceived need by the President to work beyond the regular work year, upon request, the executive committee will approve the authorization of the reimbursement of pay at the rate of 1/200 of the president's annual salary for each day worked. The executive committee may reimburse the president to a maximum of 10 paid days.

## **GRIEVANCE COMMITTEE**

## **Appendix 5**

### **1.0 Chairperson:**

- 1.1 The chairperson of the Grievance Committee will ensure that a member of the Grievance Committee who is also a member of the Executive Committee is assigned to report to the Executive Committee.
- 1.2 The chairperson of the Grievance Committee will ensure that reports are made to Representative Assemblies and to General Meetings.
- 1.3 The chairperson of the Grievance Committee will submit a report of the committee's work to the Annual General Meeting.
- 1.4 The chairperson and the president will be responsible for maintaining grievance records.

### **2.0 Duties of Committee:**

- 2.1 The local, as bargaining agent, is the party which must deal with contract violations. Members with possible school-based grievances should immediately inform the staff representative. Members with possible grievances arising at the district level should immediately inform the president.
- 2.2 The president and the chairperson of the Grievance Committee shall have the overall responsibility for the processing of grievances. The president shall keep BCTF staff informed about local grievances.
- 2.3 The staff representative shall provide assistance to teachers when a grievance is initiated (Step One), and shall have the responsibility for the initial documentation of the grievance, a copy of which will be forwarded to the CVTU office. The staff rep shall keep the grievor and staff (if appropriate) informed about the progress of the grievance.

- 2.4 At the request of the committee, the staff rep shall participate in meetings which pertain to a grievance arising from a particular school.
- 2.5 The Grievance Committee will make recommendations to the local Executive Committee regarding referral of a grievance to arbitration. The authority to refer grievances to arbitration will rest with the Executive, which shall consider the recommendation of the Grievance Committee and the Field Services Division.  
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- 2.6 Members who wish to serve on the Grievance Committee will be willing to undertake grievance training to best meet the needs of the membership. (Note: This training is most frequently offered during the summer.)
- 2.7 The Grievance Committee will assume responsibility to annually review any grievance handling forms and internal procedures.
- 2.8 The Grievance Committee will assume responsibility to annually review Policies and Procedures and to make recommendations for change as required.
- 2.9 The Grievance Committee will ensure that the membership is kept informed about grievances in the local.

## **SUBMISSION OF BRIEFS TO THE BOARD      Appendix 6**

All briefs to be presented to the board by membership should be submitted to the CVTU Executive for review prior to the presentation to any board member or board committee. The Executive may, at its discretion, refer such briefs to the RA or to the appropriate CVTU committee with an accompanying recommendation. This procedure does not preclude the submission of a brief which has failed to gain CVTU endorsement, on the understanding that the CVTU reserves the right to inform the board that such a brief does not have its support. It is expected that the originators of the brief will be responsible for its presentation at the board level. They may, however, request the CVTU assistance in this task. (See BCTF Code of Ethics No. 8)

## **CVTU BURSARY      Appendix 7**

1. That the Col. R.M. Lendrum Bursary shall be awarded to three students in the district who intend to pursue a career in the field of education. This does not preclude students who wish to take undergraduate training in a faculty other than education prior to obtaining the necessary teacher training.
2. A scholastic standing of not less than a "C+" average is required.

3. Awarded annually unless at the discretion of the committee there is no eligible applicant.
4. The application to include the financial circumstances of the student and his/her family.
5. The award shall be paid to the registrar of any accredited post-secondary institution upon written confirmation of acceptance received by the committee from the recipient of the award.
6. In the event that the recipient does not continue his/her studies during the year, any sum remaining from fees shall be returned to the CVTU.
7. Normally, the award will be paid out in the year following graduation. In certain circumstances and with a written request to the CVTU, an extension may be granted.
8. Children or grandchildren of CVTU members or retired members be given preferential consideration in the determination of the recipients of the CVTU bursaries.

## **Work Experience Students in the Classroom**

### **Appendix 8**

- a. While the Association agrees that work experience placements are an important part of school programs for students, such placements in a classroom setting are assumed by the sponsor teacher on a voluntary basis only. No teacher must feel obligated to accept a work experience student.
- b. The Association and the administrative officer of the placement site will be notified by the school based facilitator of the intent to place a work experience student in that workplace. Timing of the placement will be at the discretion of the sponsor teacher.
- c. The sponsor teacher will be informed of the work experience student's responsibilities under the district's work experience program prior to the student's placement.
- d. The sponsor teacher will provide direct instruction to the work experience student as to the safety concerns and procedures within the classroom and worksite where the student will be placed.
- e. The work experience student shall not assume responsibility independently from the sponsor teacher to whom he/she has been assigned for any instructional processes or activities.
- f. The sponsor teacher may terminate the work experience placement at any time by notifying the school based facilitator.

- g. Some feedback on the student's performance in the work experience placement in the classroom will be requested of the sponsor teacher by the school based facilitator.
- h. Work experience students must be at least 15 years of age at the time of placement in order to meet the requirements of the Workers' Compensation Board.
- i. No work experience students will be placed in educational settings where confidentiality is a must, e.g. teacher-counselor settings; some special education settings.
- j. No work experience students will be placed where labour/management disputes are taking place.
- k. Work experience students will not be used to replace teachers, teacher assistants or other non-teaching personnel who have been laid off or had their hours cut.
- l. Work experience placements of students into classroom settings must adhere to the provisions of the current collective agreement between teachers and the board, e.g. class size.
- m. The work experience placement of a student into a classroom setting must not conflict with teachers' obligations under the BCTF Code of Ethics.

## **Teacher Representation on School District Committees**

### **Appendix 9**

- 1. A representative is selected and appointed by the Cowichan Valley Teachers' Union and is therefore a representative of the CVTF - the bargaining agent of the CVTU.
- 2. A representative is obligated to bring to the district committee the policy positions of the CVTF and the BCTF on issues. To this end a representative should familiarize himself/herself with CVTF and BCTF policy. A representative has an obligation to put forward the best case possible in representing the CVTF position to the other members of the committee.
- 3. Where the CVTU has not taken a position on a significant matter tabled as an agenda item before the committee, a representative should seek advice from the CVTU before committing the CVTU to a particular course of action or a particular policy position. A representative should state to the committee that he/she needs to seek advice from the Association before committing to any position.
- 4. It is expected that a CVTU representative on a district committee will report to the CVTU Executive on a regular basis and the staff Rep Assembly when appropriate. The CVTU Executive will include "committee reps' reports" on meeting agendas as appropriate.

5. CVTU representative(s) to district committees should write minority reports if necessary. In such cases, other members of the committee should be advised in advance that the CVTU's representative(s) is(are) not in agreement with the direction of the committee and is(are) giving consideration to writing a minority report .
6. Where it is not advisable to write a minority report, but the committee stand is not in accordance with CVTU policy, the CVTU rep(s) should ask that the report indicate that the representative(s) raised objections and is(are) not in agreement.
7. CVTU reps to district committees should bring policy recommendations to the executive for debate and discussion.
8. The CVTU Executive shall brief its appointed representatives to district committees on guidelines and relevant policies.

## **Conflict of Interest Policy**

## **Appendix 10**

1. Locals will take all reasonable steps to ensure that conflicts of interest are avoided.
2. It is the responsibility of locally elected officers to bring to the attention of the local any potential, apparent or real conflicts of interest. Conflicts of interest include, but are not limited to, situations where:
  - a) a local officer may in some way benefit materially or financially from exercising union duties; or
  - b) a local officer applies for a position outside the bargaining unit in a school district, a position with BCPSEA, or similar management position.
3. A conflict of interest does not exist when a benefit arises from performance of duties that affect officers as one of a broad class of BCTF members.
4. When a conflict of interest arises, the local executive shall determine what steps are necessary in the circumstances. Examples of steps that may be taken include:
  - a) the officer absents herself/himself from the discussion and vote on any matter that gives rise to the conflict;
  - b) the officer no longer represents members vis-à-vis the school board (i.e. delegates the function of representing members to another officer);
  - c) the officer removes herself/himself from the decision-making of the local executive;

- d) the officer takes a leave of absence until such time as the conflict no longer exists; or
- e) the officer resigns her or his position with the local

One or more steps may be appropriate, depending on the circumstances of the individual case. Steps (d) and (e) should only be exercised in compelling cases.