

CONSTITUTION AND BYLAWS

AND

ARTICLES OF ASSOCIATION

OF THE

FERNIE DISTRICT TEACHERS' ASSOCIATION

ADOPTED JUNE 1983
AMENDED MARCH 1986
AMENDED OCTOBER 30, 1987
AMENDED FEBRUARY 29, 1988
AMENDED JUNE 10, 1988
AMENDED SEPTEMBER 28, 1988
AMENDED JUNE 6, 1989
AMENDED JANUARY 15, 1990
AMENDED JUNE 6, 1991
AMENDED JUNE 3, 1992
AMENDED JUNE 8, 1993
AMENDED MAY 30, 1996
AMENDED JUNE 12, 1997
AMENDED JUNE 10, 1998
AMENDED MAY 30, 2000
AMENDED MAY 28, 2002
AMENDED FEBRUARY 11, 2003
AMENDED MAY 19, 2004
AMENDED MAY 12, 2005
AMENDED MAY 24, 2006
AMENDED MAY 14, 2008
AMENDED APRIL 22, 2009
AMENDED OCTOBER 13, 2010
AMENDED FEBRUARY 01, 2022

CONSTITUTION AND BYLAWS

**OF
THE FERNIE DISTRICT TEACHERS' ASSOCIATION**

CLAUSE 1 NAME

The name of the Association shall be Fernie District Teachers' Association and it shall be a local association of the British Columbia Teachers' Federation.

CLAUSE 2 OBJECTS

The objects of this Association shall be:

- (a) To promote a spirit of unity among the members of the teaching profession in the east side of School District No. 5 (Southeast Kootenay).
- (b) To promote the cause of education in the public schools in the east side of School District No. 5 (Southeast Kootenay).
- (c) To raise the status and promote the welfare of the members of the teaching profession in the east side of School District No. 5 (Southeast Kootenay).
- (d) To carry out such activities as may from time to time be prescribed or approved by the British Columbia Teachers' Federation.
- (e) To represent its' members and regulate relations with their employer through collective bargaining of terms and conditions of employment.

**BYLAWS OF THE CONSTITUTION
OF
THE FERNIE DISTRICT TEACHERS' ASSOCIATION**

BYLAW 1 MEMBERSHIP

- (a) Teachers who are members of the BCTF and employed by School District No. 5 (Southeast Kootenay) and such other active members of the BCTF as are assigned by the Federation Executive Committee shall be eligible to be active members of the Fernie District Teachers' Association.
- (b) Associate Members: Any person able to qualify for associate

membership according to BCTF bylaws may hold associate membership in the FDTA upon payment of 10% of the set annual fee by September 30. Associate members shall not be entitled to vote or hold office.

- (c) Honorary Members: May be elected at any general meeting, provided that such election is not in conflict with any clause of the Constitution of the British Columbia Teachers' Federation. Honorary members shall not be entitled to vote or to hold office.
- (d) Teachers Teaching On Call (TTOC) Active Members: TTOCs who are active members of the Association shall pay a per diem rate of 1/200 of the FDTA fee for each day taught in the east side of School District No. 5 (Southeast Kootenay). Substitute teachers who are Active Members have the right to vote and hold office.
- (e) Members in good standing of any other British Columbia Teachers' Association affiliated with the Federation may be received by transfer, and enrolled by the Secretary without payment of any additional fee providing that such a member is not in receipt of a refund from her/his previous local Association. No refund of fees, whether in part or in whole, shall be paid to any member of this Association.

BYLAW 2 EXECUTIVE

- (a) The Executive of the Fernie District Teachers' Association shall consist of:
 - 1) Table Officers: Past-President, President, Vice-President, Secretary, Treasurer, and Local Representative or the alternate Local Representative.
 - 2) Committee Chairpersons: Bargaining, Social Justice, Professional Development, Health and Safety, Aboriginal Education, French Executive and any other chairpersons of committees which may be struck as the need arises.
(Amended 01 February 2022)

BYLAW 3 ELECTIONS

- (a) The Table Officers, Committee Chairpersons, Local Representative or Alternate Local Representative, excluding the Past-President, shall be elected by ballot at the Annual General Meeting. The newly elected Table Officers and Chairpersons shall assume office on July 1 and shall hold office until the following June 30.

- (b) Whenever a vacancy shall occur of the table officers by death, resignation or by removal from membership of the Association, the vacancy shall be filled by the Executive Committee until the next General Meeting.
- (c) The Staff Representatives and Professional Development representatives shall be elected by the respective staffs of the schools of the east side of School District No. 5 (Southeast Kootenay). Staff representation shall be two (2) representatives for each school. A list of all representatives shall be submitted to the Secretary not later than September 30th. It shall be the President's responsibility to ensure that Staff and Professional Development Representative elections are held by September 15. (*amended June 10, 1998*)
- (d) The Nominating Committee shall consist of the President or immediate Past-President and an elected Staff Representative from each of the schools in the east side of School District No. 5 (Southeast Kootenay).
- (e) The Nominating Committee shall submit to the Annual Meeting of the Association its nominations for the offices of the Association, provided that the provisions of this section shall in no way limit the right of any member to nominate a candidate from the floor.
- (f) The Nominating Committee shall make known to the membership the proposed slate of nominees pursuant to sub-section (e) at least seven (7) days prior to the Annual Meeting.
- (g) The election of delegates and alternates to any General Meeting of the Federation and of the Local Representative and elected Alternate shall be at a General Meeting of the Local Association. Notice of such meeting shall be given to every member of the local association entitled to vote not less than seven (7) days before the meeting.
- (h) Should an elected or appointed Local Representative or elected alternate cease to be eligible to hold office, (s)he shall, ipso facto, cease to be a member of the Representative Assembly and shall be replaced by the elected alternate in accordance with 3(i).

- (i) The term of office of Local Representative is one (1) year. When the official Local Representative gives up his/her office, the alternate Local Representative shall complete the term of office. (*Amended April 22, 2009*)

BYLAW 4 **DUTIES**

- (a) The duties of the Table Officers and of the Executive Committee members shall be as defined in Roberts' Rules of Order, when not in conflict with any clause of this Constitution. Current BCTF simplified rules of order shall govern the procedures at all meetings. Roberts' Rules of Order apply to issues not covered by the above.
- (b) The President shall submit a report in detail at the Annual Meeting on business of the Association during the year.
- (c) The Treasurer shall submit, in writing, a general report of the financial condition of the association at the Annual General Meeting. A further detailed, audited statement shall be submitted to the membership at the first meeting in September. At an Executive meeting in June, before the Annual General Meeting, the Treasurer shall review, with the Executive, the General report of financial conditions of the Association. (*Sept 28, 1988*)
- (d) All Committee Chairpersons shall submit a written report on their committee's work at the Annual General Meeting. Such report shall contain recommendations for next year and a statement of finances for the completed year.
- (e) The Local Representative and elected alternate's duties shall be as defined by the BCTF.
- (f) The Chairpersons of Professional Development, Bargaining, Social Justice, and Health and Safety shall maintain close liaison with the respective EK Zone coordinators and shall ensure that the FDTA is represented at zone meetings, as called.
- (g) All committee chairpersons shall attend Executive meetings to maintain close liaison amongst the committees. Each chairperson is to report, from time to time, on the working of his/her committee.
- (h) Elected delegates and alternates to any General Meeting or

Representative Assembly of the Federation shall make a written report within thirty (30) days, and be available on the next Executive meeting.

- (i) The President, Bargaining Chairperson, and 2 other persons appointed by the Staff Representative/Executive Committee at the September Staff Representative/Executive meeting shall sit on the Cranbrook Fernie Teachers' Association Executive Council. (See Articles of Association, Article 5.1). *(amended May 19, 2004)*

BY-LAW 5 **MONIES**

- (a) All monies received by the Treasurer shall be deposited in a Chartered Bank or Credit Union to the credit of the Association, to be drawn only by joint cheque signed by two (2) of the following: Treasurer and either President or Vice-President, except in emergency circumstances when the President and one (1) other executive member may be the signing officers.
- (b) All committee/project chairpersons shall submit to the Executive a written report within thirty (30) days of project completion or at the Fernie District Teachers' Association Annual General Meeting. Such report shall contain a Statement of Finances and recommendations.
- (c) All committees and groups requiring money for their operation shall submit a written budget proposal for the year, in time for the first General Meeting. All such committees and groups shall send a representative to Executive meetings during the year.
- (d) The President of the Association shall be granted one hundred (100) percent release time from regular teaching duties to carry out association objectives. Application and arrangements for such leave to be made through the School Board immediately after election of the President. Leave to be financed through FDTA fees.
- (e) Release time is provided for the Bargaining Chair and Pro-D Chair to carry out the duties of the positions.

BY-LAW 6 **AUDIT**

The Treasurer shall submit financial statements for audit to a firm of chartered accountants approved by the Executive.

BY-LAW 7 **FEEES**

- (a) The Annual Local Fee shall be determined at the first General Meeting and shall be payable in ten (10) equal monthly installments as arranged with the School Board.
- (b) The British Columbia Teachers' Federation fee shall be payable in monthly installments.
- (c) Any single or continuing special levy must be put to the general membership by an in-school referendum and passed by a simple majority before it can be assessed and collected.
 - i) If a referendum is called, there shall be a period of ten (10) working between the announcement of the referendum and the day of the ballot.
 - ii) During the period of ten days between announcement of referendum and the day of the ballot, there shall be a union meeting in each of the following communities: Elkford, Sparwood, Fernie, and Jaffray.
 - iii) The meetings shall be conducted by the President or Vice-President for the purpose of information and discussion.

BY-LAW 8 **MEETINGS**

- (a) It shall be the duty of the President to set the time, place and date of each General and Executive association meeting. The Annual meeting shall be held before the third week in June.
- (b) There shall be a least three (3) General Meetings.
- (c) Each general meeting shall be held, if possible, within three (3) months of the preceding General meeting.
- (d) The Secretary will submit a written agenda and a copy of the last executive or general meetings' minutes to the members of the Association.
- (e) Other General meetings may be called at the discretion of

the Executive Committee, or upon the written request of fifteen percent (15%) of the members of the Association, presented to the President with one week's notice which shall be posted for all members.

- (f) The Fernie District Teachers' Association follows the current BCTF simplified Rules of order. Roberts' Rules of Order apply to issues not covered in the above.

BY-LAW 9 VOTING

- (a) Voting at all meetings, except the election of officers at the Annual Meeting, shall be by show of hands, except when a ballot is demanded by one-third of the members present.
- (b) Full voting privileges may be exercised by all active members of the Fernie District Teachers' Association. Members other than active members shall not participate in any manner in matters related to collective bargaining.
- (c) QUORUM: Shall be ten (10) percent of the total membership of the Fernie District Teachers' Association.
- (d) If a scheduled General Meeting does not have a quorum [(c) above], the President shall convene a Staff Representative/Executive Meeting, at which the staff representatives and executive members present may schedule a second General Meeting to commence immediately and the members present at the second meeting will constitute a quorum. *(Added May 14, 2008)*
- (e) Upon instructions from the Executive and/or the Staff Rep Council, Staff Reps shall conduct an in-school referendum by secret ballot on the appointed date. On completion of the referendum the ballots shall be counted by the Staff Rep and another FDTA member. The results of the school vote shall be forwarded by phone to the President on the same day. The ballots of this vote shall be sent to the president for disposal as per bylaw 9e.

The President shall inform Staff Reps by phone of the results of the ballot on the next working day after the vote.

- (f) Within two working days of the announced results of the ballots, any member may request, orally or in writing, a recount.

- i) Request for the recount must be confirmed by the President within 72 hours of the announcement of the result of the ballot.
- ii) The President shall select three (3) staff Reps to scrutinize the recount.
- iii) The results of the recount shall be announced within one working day of the recount.
- iv) Results of the recount will be final.

BY-LAW 10 CONSTITUTIONAL AMENDMENTS

- (a) This Constitution shall be subject to amendment only at a General Meeting and Notice of Motion, including proposed amendments, together with the name of the proposer and seconder, must be in the hands of the Secretary and the membership at least thirty (30) days prior to the General Meeting at which the amendments will be presented.
- (b) A majority of two-thirds of votes cast is necessary for approval of an amendment to this constitution.

POLICIES AND PROCEDURES

AGREEMENTS STRUCTURE

- (1) Bargaining chairperson to be elected for a one (1) year term at the Annual General Meeting.
- (2) Staff representatives shall form the Bargaining Committee to assist the Bargaining chairperson.
- (3) The President, Bargaining Chairperson and 2 other persons appointed by the Staff Rep/Executive Committee shall sit on the Cranbrook and Fernie Teachers' Association Executive Council. (See Articles of Association, Article 5.1). *(amended May 19, 2004)*
- (4) All membership representations and proposals regarding negotiable contract items to be presented to the Agreements Committee by February 15th. *(amended May 19, 2004)*
- (5) The Agreements Committee shall include the chairpersons of the Professional Development Committee, the Social Justice Committee, and the Health and Safety Committee. *(amended May 19, 2004)*
- (6) The School Board's final contract offer shall be communicated to the membership of the Fernie District Teachers' Association in writing within one (1) working day

prior to a vote being taken of the said offer.

- (7) That it be the Fernie District Teachers' Association (FDTA) policy to offer picket line support to CUPE in the form of assigned shifts of FDTA picketers whenever FDTA member job sites are struck in the future. **(Added May 24, 2006)**

OTHER POLICIES & PROCEDURES

- (7) The preliminary FDTA operating budget be set by the Executive Committee with each chairperson responsible for their committee and function and the president responsible for office and release time expenses. Budget setting is to use a clean sheet policy based on FDTA needs.
- (8) A monthly news bulletin be distributed to all FDTA members. The news bulletin is to highlight all FDTA activities and any other activities that are pertinent to the welfare of the FDTA members.
- (9) TTOC and under-employed teacher members of the FDTA have the right to be represented at Executive/Staff Representative meetings by an elected representative with the same voting privileges as other Staff Representatives.
- (10) The F.D.T.A. President's salary shall be based on his/her regular salary plus 10%.
- (11) Professional Development days should be viewed as normal days at work, and must be attended by all teachers except in the case of sickness, or when attending other Pro D activities approved, in advance, by the Pro D Committee. **(06/08/93)**
- (12) **DISTRIBUTION OF PRO D FUNDS TO TEACHERS:** (based on a first-come, first-served basis until all funds are committed)
- Each year a full-time teacher will be granted \$500 to their previous year's Professional Development fund balance. This amount will never exceed \$1,500.
 - New FDTA members (half-time or greater) are eligible for \$500 the first year with an additional \$500 added each year cumulative to a maximum of \$1500.00.
 - Eligibility for part-time teachers (less than 0.5 fte) and TTOCs: A TTOC must have worked 5 days in the 3 months prior to the date of application (excluding July & August) to be eligible for \$250.00/year, cumulative to a maximum of \$750.
(amended October 13, 2010)
- (13) **BEREAVEMENT/HOSPITAL FUND POLICY:**
The FDTA shall administer a Bereavement/Hospital Fund policy as a line item in the budget to purchase an appropriate "gift". The terms and conditions of the fund apply during a critical illness or death of a member, their lifetime partner, or their child. The school Staff Rep shall notify the FDTA office of such an

occurrence. The school staff may wish to acknowledge other circumstances that affect staff members. *(Passed May 28, 2002)*

(14) **FDTA MEMBER GRIEVANCE APPEAL**

The Fernie District Teachers' Association recognizes the right of members to appeal the decision by the president concerning grievances as to whether an issue is grievable or not.

If a member of the Fernie District Teachers' Association disagrees with the president's decision to not grieve an issue, the member must, within seven (7) working days, submit a written appeal to the Chair of the Grievance Committee (Vice President of the FDTA) outlining his/her disagreement. The Chair of the Grievance Committee in turn will meet within five (5) working days with at least two (2) members of the Grievance Committee to make a determination whether to grieve or not. If the Grievance Committee finds the issue is grievable, the Fernie District Teachers' Association will take the grievance forward. If the committee finds the issue not grievable, it will supply the member with written reasons as to why the issue is not grievable. *(added May 30, 2000)*

(15) **CONFLICT OF INTEREST POLICY**

1. The Fernie District Teachers' Association (FDTA) will take all reasonable steps to ensure that conflicts of interest are avoided.
2. It is the responsibility of the FDTA 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) an FDTA officer may in some way benefit materially or financially from exercising union duties; or
 - b) an FDTA 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 FDTA 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 FDTA.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. *(Passed May 12, 2005)*

PROTOCOL TO HANDLE CONCERNS/COMPLAINTS BETWEEN FDTA AND CUPE MEMBERS

**(Excluding reasonable grounds for suspected child abuse)
(added May 30, 2000)*

In the event that an FDTA/CUPE member has a concern/complaint regarding a member of the FDTA/CUPE, the following will be the procedure to deal with the concern.

- The member, if comfortable, shall first discuss the concern with the member in question, and attempt to resolve the problem.
- If a resolution is not reached, the concern will then be taken to the staff/union reps.
- Once the union reps have been informed, there shall be a meeting within seven (7) working days between the parties concerned to try to resolve the problem.
- If a resolution is not achieved within seven (7) working days, the member may take his/her concern to the President of the Union concerned. The Presidents of both Unions shall meet and attempt to reach a resolution.
- If a resolution is not achieved within seven (7) working days, the member may then take the concern to administration.
- **NOTE:** *It shall not be considered a breach of this proTTOCol to report reasonable grounds for suspecting child abuse to proper authorities according to legal provisions and official proTTOCol requirements.*

ARTICLES OF ASSOCIATION

ARTICLE 1 - NAME AND COMPOSITION

1. This Association is named the Cranbrook and Fernie Teachers' Association.
2. The Association is composed of the Cranbrook District Teachers' Association and the Fernie District Teachers' Association.

ARTICLE 2 - PURPOSE AND OBJECTS

The purposes and objects of the Association are:

- (a) to act as the exclusive bargaining agent on behalf of the constituent 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 constituent locals in School District No.5 (Southeast Kootenay);
- (b) to act as the official representative of the members of BCTF and the constituent locals in official dealings with the school board on district-wide matters;
- (c) to promote cooperation among the constituent locals in administration of the collective agreement;
- (d) to decide members' rights to belong to a particular constituent local; and
- (e) to co-ordinate the work of the constituent locals to ensure that members' rights are protected and appropriate services are provided.

ARTICLE 3 - JURISDICTION

1. The jurisdiction of the Association 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 constituent locals are each responsible for:
 - (a) conducting the affairs of that local according to the local's constitution, bylaws and policies;
 - (b) providing delegates to the Association's Executive Council (selected in accordance with the procedure determined by the local);
 - (c) maintaining the traditional constitutional relationship with the BCTF; and

- (d) setting the local dues, fees and levies in accordance with the local's constitution, bylaws and policies.

ARTICLE 4 - MEMBERSHIP

1. Members of the constituent locals are members of the Association.
2. The membership of each constituent local will continue to be:
 - (a) for the Cranbrook District Teachers' Association, those employees in the school district bargaining unit employed to work in that portion of the district that, before Dec. 1, 1996, was known as School District No. 2 (Cranbrook); and
 - (b) for the Fernie District Teachers' Association, those employees in the school district bargaining unit employed to work in that portion of the district that, before Dec. 1, 1996, was known as School District No. 1 (Fernie).
3. Members must also be members of the British Columbia Teachers' Federation.
4. Members will pay dues, fees and levies to the appropriate constituent local set in accordance with that local's constitution, by-laws and policies.
5. New employees in the bargaining unit will join the appropriate constituent local, and pay dues, fees and levies set in accordance with that local's constitution, by-laws and policies. Which local is appropriate will depend on the duties assigned by the employer.
6. Members will execute authorizations for payroll deduction of dues, fees and levies in accordance with the BCTF's Rules and the applicable constituent local's constitution, by-laws and policies.
7. If there is any question as to which constituent local a member should belong, the Association's Executive Council will make the final determination, in accordance with policies and procedures developed by the Association's Executive Council.
8. Association members will be entitled to:
 - (a) ratify, in accordance with BCTF's Rules and the member's local's constitution, by-laws, policies and procedures, recommendation made by the Association's Executive Council or the 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 Association or the constituent locals, meetings of the Association's Executive Council; and
- (c) make submissions to the Association's Executive Council through the member's local representatives on the Council.

ARTICLE 5 - EXECUTIVE COUNCIL

1. The Association's Executive Council is composed of the president, bargaining chairperson and 2 other persons appointed by the local executive committee from each of the constituent locals.
2. The Association's Executive Council will:
 - (a) appoint the two local presidents as co-chairs who will act as the official spokespersons in dealings with the employer unless the Association's Executive Council designates another representative for specific purposes;
 - (b) adopt its own policies and procedures;
 - (c) meet with reasonable notice at the call of the co-chairs or a majority of the Association Executive Council members, with a quorum being a majority of the members of the Executive Council;
 - (d) the Association's Executive Council shall seek to make its decisions on the basis of consensus. Failing consensus, the decisions shall be made on the basis of a majority vote.
3. The Association will not be responsible for the actions or activities of a constituent local unless such actions or activities have been authorized by the Executive Council of the Association.

ARTICLE 6 - COLLECTIVE BARGAINING AND RATIFICATION

1. The Association's Executive Council shall serve as the Bargaining Committee.
2. Decisions of the Bargaining Committee will be made in accordance with Article 5.2(d).

ARTICLE 7 - COLLECTIVE AGREEMENT ADMINISTRATION

1. The Association's Executive Council will determine what types of matters or grievances are district issues or local issues.

2. The appropriate constituent local will be responsible for processing local issues, including attending meetings with the employer in the course of representing the local's members.
3. The Association's Executive Council will be responsible for processing district issues and for developing appropriate procedures to carry out this responsibility.

ARTICLE 8 - FINANCES

1. Each constituent local will be responsible for expenses incurred by their representatives at all Executive Council meetings of the Association.
2. Any costs incurred by the Association will be borne by the locals on a pro rata basis.

ARTICLE 9 - AMENDMENT

These Articles of Association may be amended by a vote of 2/3 of the Association's Executive Council and the amendment shall be subject to ratification by 2/3 of the members of the Association.

CONSTIT.WPS