

TEACHER WELFARE COMMITTEE – FRAME OF REFERENCE

Calgary School Division

1. General Directive

This committee shall be called the Calgary Public Teacher Welfare Committee, hereafter referred to as the TWC. It shall prepare for and oversee negotiations and oversee the enforcement of the Collective Agreement.

2. Membership

The Teacher Welfare Committee shall consist of:

- 2.1 Twelve members of the bargaining unit elected by the bargaining unit pursuant to this Frame of Reference. They shall be the voting members of the TWC.
 - 2.1.1 the chair elected by the membership at large,
 - 2.1.2 two elementary representatives,
 - 2.1.3 one junior high representative,
 - 2.1.4 one senior high representative,
 - 2.1.5 one principal representative (could be a principal, assistant principal or vice-principal),
 - 2.1.6 one substitute representative,
 - 2.1.7 one professional system support representative,
 - 2.1.8 four members at large.
- 2.2 The Executive Staff Officer shall serve as a non-voting member.
- 2.3 The district representative and those staff officers [~~and consultants~~] assigned from time to time to the TWC by the Alberta Teachers' Association. They shall be non-voting members of the TWC.
- 2.4 The president of the Local or appointee acting in an ex officio capacity.
- 2.5 A communications committee liaison shall be appointed to the Communications Committee as an ex-officio, non-voting member.**

3. Elections of TWC

In order that continuity on the committee be maintained, the election of members shall be conducted in the following manner:

- 3.1 As per the Constitution, the Chair to be elected by the membership at large.
 - 3.1.1 The maximum term of office for the Teacher Welfare Committee Chair shall be two consecutive 2-year terms.

- 3.1.2 Chair sits on the Executive Committee as a voting member.
- 3.2 Six members to be elected by the Council of School Representatives in odd years for a two-year term:
 - 3.2.1 one elementary representative,
 - 3.2.2 one junior high representative,
 - 3.2.3 one principal representative,
 - 3.2.4 two representatives from the membership at large, and
 - 3.2.5 one professional system support representative.
- 3.3 Five members to be elected by the Council of School Representatives in even years for a two-year term:
 - 3.3.1 one elementary representative,
 - 3.3.2 one senior high representative,
 - 3.3.4 one substitute representative,
 - 3.3.5 two representatives from the membership at large.
- 3.4 Election of members shall be held in conjunction with other committee elections.
- 3.5 Candidates seeking a position on the committee shall be members of the bargaining unit.
- 3.6 Only members of the bargaining unit may nominate or elect candidates to a position on the committee.
- 3.7 A Vice-Chair shall be elected annually from within the committee by the members of the Teacher Welfare Committee at the first meeting of the school year. The term of office for Vice-Chair shall be from the time of being elected to June 30.
- 3.8 A Secretary shall be elected annually from within the committee by the members of the Teacher Welfare Committee at the first meeting of the school year. The term of office for the Secretary shall be from the time of being elected to June 30.

4. Duties of Officers

- 4.1 The officers, elected from and by voting members of the TWC shall:
 - 4.1.1 chair – chair TWC meetings, represent the TWC in its relationship with the general membership, attend Council of School Representatives meetings and make such reports as required by the Local constitution and request the calling of bargaining unit meetings by the Local president.
 - 4.1.2 vice-chair – act on behalf of the chair in their absence.
 - 4.1.3 secretary – keep an accurate record of all TWC meetings and perform such other internal communications functions as may be assigned from time to time.

- 4.2 The elected members of the TWC shall attend all TWC meetings and perform such other meetings as required by the Local association for purposes of reporting and communicating.
- 4.3 A chair shall act only with the consent of a majority of the committee or subcommittee.

5. Committees

- 5.1 Negotiating Subcommittee (NSC) – The NSC shall consist of four (4) voting members, two (2) of which are elected from and by the voting members of the TWC. These members shall, with the Representative of the Bargaining Agent (RBA), engage in local collective bargaining with authorized representatives of the Board.
 - 5.1.1 Membership
 - 5.1.1.1 The Chair of the Teacher Welfare Committee shall be the Chair of the Negotiating Sub-Committee.
 - 5.1.1.2 The Vice-Chair of the Teacher Welfare Committee shall be the Vice-Chair of the Negotiating Sub-Committee.
 - 5.1.1.3 Two members elected annually from the Teacher Welfare Committee.
 - 5.1.1.4 An Executive Staff Officer shall serve as a non-voting member.
 - 5.1.1.5 The election of the members of the Negotiating Sub-Committee will be held annually at the first Teacher Welfare Committee meeting of the school year, except when bargaining is in progress. Elections would then be held after the Collective Agreement has been ratified by both parties.
 - 5.1.1.6 The term of office for any members of the Teacher Welfare Committee serving on the Negotiating Sub-Committee shall be extended until such time as the Collective Agreement currently being negotiated is ratified by both parties.
- 5.2 The TWC Chair may appoint such other subcommittees as deemed necessary.

6. Term of Office

- 6.1 Each member shall be expected to serve a term of two years.
- 6.2 The term of office for members shall commence July 01.
- 6.3 Should a member of the Teacher Welfare Committee cease to be a member of the bargaining unit the position shall be declared vacant.

- 6.4 Should a vacancy occur more than three months prior to the expiration of the term of office a by-election shall be held at the discretion of the Executive Committee. The successful candidate shall complete the remainder of the unfilled term.
- 6.5 Should an elected representative receive a different teaching position than their original designation, that person shall retain the originally-designated position on the committee until that term expires.

7. Duties and Responsibilities

The TWC shall exist for the following reasons:

- 7.1 At the initial meeting of the new school year the committee shall review the Frame of Reference.
- 7.2 To identify and interpret the economic needs and working conditions of teachers.
- 7.3 To effect changes to the Collective Agreement as recommended by the Council of School Representatives, individuals and groups and ratified by the members of the bargaining unit.
- 7.4 To select the Negotiating Sub-Committee and establish operational guidelines for its effective performance.
- 7.5 To keep the members of the bargaining unit informed on matters pertaining to the progress of central and local negotiations and the specific details of the Collective Agreement.
- 7.6 To consult with Teacher Employment Services staff officers, district representative, consultants (as assigned), Local Association Executive, Council of School Representatives and members of the bargaining unit before, during and after negotiations.
- 7.7 To act in an advisory capacity to the Executive Committee on matters pertaining to the Collective Agreement and teachers' welfare.
- 7.8 To educate members on the Collective Agreement.
- 7.9 To monitor grievances that members are involved in.
- 7.10 To gather and study data for the purpose of setting objectives for central and local collective bargaining.
- 7.11 To prepare proposed amendments to local provisions of the Collective Agreement for consideration of the members of the bargaining unit.
- 7.12 To effect central and local changes to the Collective Agreement as negotiated and ratified by the teachers.

- 7.13 To identify areas of concern for teachers to monitor the implementation of Collective Agreement provisions and to provide the necessary assistance and direction in enforcing the provisions of the Collective Agreement.
- 7.14 To generally exercise leadership in all matters pertaining to collective bargaining.
- 7.15 To cooperate with the RBA during bargaining.

8. Meetings of the TWC or Bargaining Unit

- 8.1 Meetings shall be held monthly during the school year. Meetings of the TWC shall be called by the chair of the TWC on the chair's initiative or at the request of:
 - 8.1.1 a majority of voting members of the TWC
 - 8.1.2 the president of the Local or
 - 8.1.3 the RBA.
- 8.2 Meetings of the bargaining unit shall be called by the president of the Local on the president's initiative or at the request of the chair of the TWC on the chair's initiative or at the request of:
 - 8.2.1 a majority of the local 38 executive
 - 8.2.2 a majority of voting members on the TWC
 - 8.2.4 the RBA or
 - 8.2.5 at the request of a Calgary City district representative
 - 8.2.6 at the request of the CSR or
 - 8.2.7 at a request by signed petition of at least five percent of the membership of Local 38
- 8.3 Notice of intent to hold a meeting shall be given to members as soon as possible.
- 8.4 Should a member miss three meetings within one school year without reasonable cause, a motion to declare the position open for election shall be placed on the agenda of the meeting following the third absence.

9. Quorum

A majority of the voting representatives on the TWC shall constitute a quorum.

10. Rules of Procedure

The proceedings of all meetings shall be regulated by the official rules of procedure as published in the *ATA Members' Handbook*, except that the chair shall have the full rights

to debate and vote as accorded to all other members.

11. Finances

The TWC shall prepare and submit to the Local an annual budget.

12. Preparation Procedure

12.1 TWC shall request and consider suggested local amendments to the Collective Agreement from the members of the bargaining unit, members of the TWC and Teacher Employment Services Staff.

12.1.1 in addition, the TWC may propose suggested local amendments to the members of the bargaining unit.

12.2 A draft initial proposal of local amendments shall be prepared and submitted to the members of the bargaining unit for discussion, amendment and approval

12.3 Subsequent to the procedures outlined above, the TWC shall prepare a final initial proposal for transmission to Teacher Employment Services of The Alberta Teachers' Association accompanied by a request for the Association to serve notice to commence bargaining on the Board. The TWC shall provide members of the bargaining unit with a copy of the initial proposal.

12.4 TWC shall assist central bargaining by collecting data, providing feedback and evaluating process and results.

13. Negotiating an Agreement

13.1 The NSC shall work toward a settlement utilizing the following procedures:

13.1.1 they may sign a memorandum of agreement when, in their opinion, the conclusion of such a memorandum of agreement is warranted, or

13.1.2 they may bring a Board offer to teachers, or

13.1.3 they may report back to meetings of the teachers when they are of the opinion that further negotiations are not likely to be productive and may request further instructions.

14. Ratification of the Local Memorandum of Agreement

14.1 A local memorandum of agreement shall be ratified by a simple majority of the members of the bargaining unit present at a properly called meeting of that unit, voting in favor of acceptance of the proposed agreement by means of a secret

ballot vote.

14.2 Members shall register upon entry to the assembly.

14.3 Ratification votes shall be conducted consistent with the following agenda:

AGENDA

1. Call to Order
 - declaration of closed meeting of the bargaining unit
 - introductions
 - explanation of procedures to be used during meeting (voting and other)
2. History of Negotiations
3. Presentation of the Issue (eg Board offer, memorandum etc)
4. Question Period for Clarification – no debate
5. Explanation of Future Procedures (if applicable)
6. Motion on the Issue (eg motion to accept Memorandum of Agreement)
7. Recommendations to Membership (from TWC, NSC, etc)
8. Debate on Motion
9. Vote (by secret ballot – the ballots and ballot boxes are made available at this point and only one ballot shall be accepted from each voter)
10. Other Business (if votes on other issues are required, the procedures listed above shall be applied)

14.4 Except where time is of the essence the text of proposed amendments to the Collective Agreement shall be made available in writing to the members of the bargaining unit prior to the meeting.

15. Amendments to this Frame of Reference

15.1 Subject to ratification by the **Table Officers** of the Alberta Teachers' Association, this Frame of Reference may be amended in accordance with the following procedures:

- 15.1.1 amendments may be initiated by the TWC. Such amendments require:
 - 15.1.1.1 that notice of motion to amend be given at a preceding TWC meeting,
 - 15.1.1.2 approval by a majority of the TWC members,
 - 15.1.1.3 consultation with the Local executive, and
 - 15.1.1.4 approval by a majority of the members of the Council of School Representatives.

- 15.2 Amendments may be initiated by the Council of School Representatives. Such amendments require:
 - 15.2.1 that notice of motion of intent to amend be given at a preceding meeting of Council of School Representatives
 - 15.2.2 consultation with the TWC prior to a vote being taken
 - 15.2.3 approval by a majority of the members of the Council of School Representatives.

16. Provincial Association Intervention

- 16.1 In this section,
 - 16.1.1 *investigated officer* means an officer of the Teacher Welfare committee whose conduct is under investigation pursuant to subsection (2);
 - 16.1.2 *investigator* is the individual appointed by the table officers pursuant to subsection (2);
 - 16.1.3 *officer* means the chair, vice-chair or secretary of a Teacher Welfare committee or any other person appointed or elected to a Teacher Welfare committee or a subcommittee thereof;
 - 16.1.4 *Provincial Executive Council* means the executive council as defined in section 16 of the *Teaching Profession Act*;
 - 16.1.5 *table officers* means the Association's officers as defined in Bylaw 35;
 - 16.1.6 *executive secretary* means the chief executive officer of the Association or a person designated by the executive secretary; and
 - 16.1.7 *staff officer* means a member of executive staff designated by the executive secretary.
- 16.2 Suspension or removal from office of officers
 - 16.2.1 Where the table officers have or receive information which leads them to believe that an officer
 - 16.2.1.1 has neglected their duties to the extent that the proper operation of the Teacher Welfare committee is being negatively affected,
 - 16.2.1.2 is mentally incapacitated,
 - 16.2.1.3 is engaging in corrupt practices,
 - 16.2.1.4 is engaging in financial malpractice or
 - 16.2.1.5 has undertaken activities inconsistent with the principles and policies of the Alberta Teachers' Association,the table officers may initiate an investigation into the conduct of the Teacher Welfare committee officer by appointing an individual to conduct an investigation and to provide a written report to the table officers within a specified time with respect to the results of the investigation.
- 16.3 In the course of the intervention under section 16, an investigated officer is

entitled to have access to a staff officer for advice.

- 16.4 The table officers may, taking into account the nature of the alleged conduct and the urgency of the matter in question and any submission from the investigated officer, suspend an investigated officer from office pending the completion of the investigation and may terminate the suspension at any time if the table officers conclude that the suspension is no longer warranted.
- 16.5 The table officers may appoint another individual to assume the duties of the investigated officer during the period of the suspension.
- 16.6 The investigated officer may appeal a suspension from office under subsection 16.4 to the Provincial Executive Council by filing a notice of appeal with the executive secretary within 30 days of being notified of the suspension.
- 16.7 If an investigated officer appeals their suspension, Provincial Executive Council shall, as soon as practicable, consider representations of the table officers and the investigated officer and shall determine if the suspension should be continued pending the conclusion of the investigation or should be set aside.
- 16.8 During the investigation the investigated officer shall be provided with an opportunity to provide a response to the investigator with respect to the concerns about the investigated officer's conduct.
- 16.9 An investigated officer may, in the course of the investigation, submit their resignation to the executive secretary.
- 16.10 Where an investigated officer resigns in accordance with subsection (9), the investigation shall be continued with the cooperation of the investigated officer, and the resignation does not extinguish any liability that the investigated local officer may have with respect to acts which occurred during the period the office was held.
- 16.11 The investigated officer has a duty to cooperate during the investigation and the investigator may direct the investigated officer or any other member of the Alberta Teachers' Association to
 - 16.11.1 answer any inquiries the investigator may have relating to the investigation;
 - 16.11.2 produce any records or other property in the investigated officer's possession or under their control that are or may be related in any way to the investigation;
 - 16.11.3 give up possession of any record for the purpose of allowing the investigator to make a copy and return the records within a reasonable time of receiving the records; and
 - 16.11.4 attend before the investigator for the purpose of complying with 16.11.1,

16.11.2 or 16.11.3 of this subsection.

- 16.12 In the event that the investigated officer fails or refuses to cooperate with the investigator, the failure to do so shall be noted by the investigator in their report to the table officers.
- 16.13 Upon completion of the investigation, the investigator shall submit a written report to the table officers and a copy of the written report shall be provided to the investigated officer.
- 16.14 The table officers, upon consideration of the report of the investigator, may make one or more of the following orders:
- 16.14.1 remove the investigated officer from office;
 - 16.14.2 restrict the investigated officer's eligibility for office in the future;
 - 16.14.3 if the investigated officer was suspended during the investigation, reinstate the investigated officer to office and impose any conditions or restrictions that the table officers consider appropriate in the circumstances;
- and shall advise the investigated officer and Provincial Executive Council of their decision.
- 16.15 If the table officers remove the investigated officer from office, then the table officers may appoint another individual to assume the duties of the investigated officer until a new officer is elected or appointed to the position in accordance with this frame of reference.
- 16.16 The investigated officer may appeal the decision of the table officers under subsection 16.14 by filing a notice of appeal with the executive secretary within 30 days after being notified of the decision.
- 16.17 If an investigated officer appeals the decision of the table officers, Provincial Executive Council shall, as soon as practicable, consider representations of the table officers and the investigated officer and shall determine if the decision of the table officers shall be confirmed, varied or set aside.
- 16.18 In an appeal under subsection 16.7 or 16.17, the table officers may make submissions to Provincial Executive Council respecting the outcome of the appeal.
- 16.19 Official Trustee
Subject to a two-thirds majority vote, Provincial Executive Council may appoint an official trustee to conduct the affairs of the Teacher Welfare committee, subject to any terms and conditions the Provincial Executive Council considers necessary:
- 16.19.1 when the Teacher Welfare committee fails to comply with the

- requirements of section 2;
 - 16.19.2 when the Teacher Welfare committee fails to comply with the requirements of section 13;
 - 16.19.3 when the Provincial Executive Council considers it in the interests of the Association to do so.
- 16.20 The Teacher Welfare committee may appeal the appointment of an official trustee to a representative assembly.
- 16.21 An official trustee appointed under subsection 16.19 has the powers and duties conferred by the General Bylaws on a Teacher Welfare committee and conferred by this frame of reference;
- 16.22 On appointment of an official trustee to the Teacher Welfare committee, the officers of the Teacher Welfare committee cease to hold office as officers of the Teacher Welfare committee.
- 16.23 An official trustee continues in office until the Provincial Executive Council or a representative assembly determines that the official trusteeship is no longer necessary.

17. Effective Period

This Frame of Reference will be in place except during instances in local bargaining where the RBA assumes control of all procedures in consultation with the officials of the bargaining unit.

[Ratified with Amendments by CSR 1986 03 14, 1987 02 11, 1987 04 22, 1993 06 02, 1996 11 13, 2002 01 09, 2002 02 06]

[Ratified by Provincial Executive Council (PEC) 2002 09 26—27]

[Amended and ratified by PEC 2007 09 21]

[Ratified with Amendments by CSR 2011 03 02, 2012 03 11, 2015 03 11, 2016 12 07, 2018 01 17, 2020 11 04]

[Ratified by PEC 2019 04 04-05; 2020 12 03-04]