

TEACHER WELFARE COMMITTEE — FRAME OF REFERENCE

Calgary School Division

1. Preamble

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 on behalf of the members who are employed by the Calgary School Division.

2. Duties and Responsibilities

The TWC shall exist for the following reasons:

- 2.1 To gather and study data for the purpose of setting objectives for central and local collective bargaining.
- 2.2 To identify and interpret the economic and conditions of practice requirements of members.
- 2.3 To prepare proposed amendments to local provisions of the collective agreement for consideration of the members of the bargaining unit.
- 2.4 To effect central and local changes to the collective agreement as negotiated and ratified by the members.
- 2.5 To select the Negotiating Subcommittee (NSC) and establish operational guidelines for its effective operation.
- 2.6 To keep 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.
- 2.7 To consult with Teacher Employment Services (TES) staff officers, district representatives, Local Executive Staff and members of the bargaining unit before, during and after negotiation.
- 2.8 To identify areas of concern for members to monitor the implementation of collective agreement provisions and to provide the necessary assistance and direction in enforcing the provisions of the collective agreement.
- 2.9 To generally exercise leadership in all matters pertaining to collective bargaining.

- 2.10 To cooperate with the Representative of the Bargaining Agent (RBA) during bargaining including the lead-up and implementation phases.
- 2.11 At the initial meeting of the new school year, the committee shall review the Frame of Reference.
- 2.12 To act in an advisory capacity to the Executive Committee on matters pertaining to the Collective Agreement and teachers' welfare.
- 2.13 To educate members on the Collective Agreement.

3. Membership

The TWC shall consist of:

- 3.1 Twelve (12) 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.
 - 3.1.1 the chair elected by the membership at large,
 - 3.1.2 two elementary representatives,
 - 3.1.3 one junior high representative,
 - 3.1.4 one senior high representative,
 - 3.1.5 one principal representative (could be a principal or assistant principal),
 - 3.1.6 one substitute representative,
 - 3.1.7 one professional system support representative,
 - 3.1.8 four members at large.
- 3.2 The district representative and those staff officers assigned from time to time to the TWC by The Alberta Teachers' Association (Association). They shall be non-voting members of the TWC.
- 3.3 The president of the Local or appointee acting in an ex officio capacity.
- 3.4 An Executive Staff Officer of the Local shall serve as a non-voting member.
- 3.5 A communications committee liaison shall be appointed by the Communications Committee as an ex-officio, non-voting member and shall serve as the Secretary of the Teacher Welfare Committee.

4. Election of TWC

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

- 4.1 As per the Constitution, the Chair shall be elected by the membership at large.

- 4.1.1 The maximum term of office for the Teacher Welfare Committee Chair shall be two consecutive 2-year terms.
- 4.1.2 The Chair sits on the Executive Committee as a voting member.
- 4.2 Six members to be elected by the Council of School Representatives in odd years for a two-year term:
 - 4.2.1 one elementary representative,
 - 4.2.2 one junior high representative,
 - 4.2.3 one principal representative,
 - 4.2.4 two representatives from the membership at large, and
 - 4.2.5 one professional system support representative.
- 4.3 Five members to be elected by the Council of School Representatives in even years for a two-year term:
 - 4.3.1 one elementary representative,
 - 4.3.2 one senior high representative,
 - 4.3.3 one substitute representative, and
 - 4.3.4 two representatives from the membership at large.
- 4.4 Candidates seeking a position on the committee shall be members of the bargaining unit.
- 4.5 Only members of the bargaining unit may nominate or elect candidates to a position on the committee.
- 4.6 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.

5. Executive

The executive officers of the TWC shall consist of the chair and vice-chair.

6. Duties

- 6.1 The chair shall chair TWC meetings, represent the TWC in its relationship with the general membership, attend CSR meetings and make such reports as required by the Local constitution,
- 6.2 The vice-chair shall act on behalf of the chair in their absence,
- 6.3 The secretary shall keep an accurate record of all TWC meetings and perform such other internal communications functions as may be assigned from time to time.
- 6.4 The elected members of the TWC shall attend all TWC meetings and such other meetings as required by the Local association for purposes of reporting and communicating.

6.5 Absence from three consecutive meetings without reasonable cause or consent may result in that position being declared vacant by a motion of the TWC. The motion to declare the position open for election shall be placed on the agenda of the meeting following the third absence. The member shall be provided with a notice of motion by the chair. Following the vote on the motion, the member shall be informed of the committee's decision by the chair.

6.46 A chair shall act only with the consent of a majority of the committee or subcommittee.

7. Subcommittees

7.1 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 RBA, engage in local collective bargaining with authorized representatives of the Board.

7.1.1 Membership

7.1.1.1 The Chair of the Teacher Welfare Committee shall be the Chair of the Negotiating Sub-Committee.

7.1.1.2 The Vice-Chair of the Teacher Welfare Committee shall be the Vice-Chair of the Negotiating Sub-Committee.

7.1.1.3 Two members elected annually from the Teacher Welfare Committee.

7.1.1.4 An Executive Staff Officer shall serve as a non-voting member.

7.1.1.5 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.

7.1.1.6 The term of office for any members of the Teacher Welfare Committee serving on the Negotiating Sub-Committee shall be extended until the end of the school year in which the Collective agreement currently being negotiated is ratified by both parties.

7.1.2 Notwithstanding 7.1, and wherever possible, given their role as the spokesperson for the local during negotiations and disputes, the local president should not be a member of the NSC.

7.2 The TWC may appoint such other subcommittees as deemed necessary.

8. Term of Office

All TWC members, officers and committees are deemed to be elected for the longer of one year or for the term necessary to plan and execute business related to concluding the local terms of a given collective agreement as soon as possible after the collective agreement is signed, but no

later than the next possible opportunity to hold elections consistent with local procedures and practices (eg, beginning of the school year, annual general meeting, etc.).

- 8.1 The term of office for members shall commence July 01.
- 8.2 Should a member of the Teacher Welfare Committee cease to be a member of the bargaining unit the position shall be declared vacant.
- 8.3 Should a vacancy occur more than three (3) 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.
- 8.4 Should an elected representative receive a different teaching position than their original designation, that member shall retain the originally designated position on the committee until that term expires.

9. Emergency Replacements

Vacancies in any subcommittee shall be filled at the next properly called meeting of the TWC.

10. Meetings of the TWC or Bargaining Unit

- 10.1 Meetings of the TWC shall be called by the chair of the TWC on the chair's initiative or at the request of:
 - 10.1.1 a majority of voting members of the TWC
 - 10.1.2 the president of the Local or
 - 10.1.3 the RBA.
- 10.2 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:
 - 10.2.1 a majority of voting members on the TWC
 - 10.2.2 the RBA
 - 10.2.3 at a request by signed petition of at least five percent of the membership of Local 38,
 - 10.2.4 at the request of the CSR, or
 - 10.2.5 at the request of a Calgary City district representative.
- 10.3 Notice of intent to hold a meeting shall be given to members as soon as possible.

11. Quorum(s)

A majority of the voting representatives on the TWC shall constitute a quorum at a properly called TWC meeting.

Bargaining Unit General Meetings have no quorum.

12. Rules of Order

The proceedings of all meetings shall be regulated by the official Rules of Order as published in the *Members' Handbook*, except that the chair shall have the full rights to debate and vote as accorded to all other members.

13. Finances

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

14. Preparation Procedure

- 14.1 Teacher Employment Services shall serve notice on the employer to commence local bargaining, consistent with the timelines as set out in the *Public Education Collective Bargaining Act* (PECBA).
- 14.2 TWC shall request and consider suggested local amendments, consistent with the currently ratified List of All Matters, to the collective agreement from the members of the bargaining unit, members of the TWC and TES staff.
 - 14.2.1 in addition, the TWC may propose suggested local amendments to the members of the bargaining unit.
- 14.3 A draft initial proposal of local amendments shall be prepared and submitted to the members of the bargaining unit for discussion, amendment, and approval.
- 14.4 Subsequent to the procedures outlined above, the TWC shall prepare a final initial proposal for transmission to the TES program area of the Association. The TWC shall provide members of the bargaining unit with a copy of the initial proposal.
- 14.5 TWC shall assist central bargaining by collecting data, providing feedback, and evaluating processes and results.

15. Negotiating Local Provisions

- 15.1 The NSC shall work toward a settlement utilizing the following procedures:
 - 15.1.1 they may sign a memorandum of agreement when, in their opinion, the conclusion of such a memorandum of agreement is warranted, or
 - 15.1.2 they may bring a Board offer to members, or
 - 15.1.3 they may report back to meetings of the members when they are of the opinion that further negotiations are not likely to be productive and may request further instructions.

16. Ratification of the Local Memorandum of Agreement

- 16.1 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 favour of acceptance of the proposed agreement by means of a secret ballot vote.
- 16.2 Members shall register upon entry to the assembly.
- 16.3 Ratification votes shall be conducted consistent with the following agenda:

AGENDA

1. Call to Order
 - declaration of closed meeting
 - land acknowledgement
 - human rights statement
 - 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 only—no debate
 5. Explanation of Future Procedures (if applicable)
 6. Motion (eg motion to accept Memorandum of Agreement)
 7. Recommendation(s) to Membership (from TWC, NSC, etc)
 8. Debate
 9. Vote on the Motion (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)
 11. Adjournment
- 16.4 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.

17. Amendments to this Frame of Reference

- 17.1 Subject to ratification by table officers of the Association, this Frame of Reference may be amended in accordance with the following procedures:
- 17.1.1 amendments may be initiated by the TWC. Such amendments require:
 - 17.1.1.1 approval by a majority of the TWC members,
 - 17.1.1.2 consultation with the Local executive, and
 - 17.1.1.3 approval by a majority of the members of the CSR.
- 17.2 Amendments may be initiated by the CSR. Such amendments require
- 17.2.1 consultation with the TWC prior to a vote being taken and

17.2.2 approval by a majority of the members of the CSR.

18. Provincial Association intervention

- 18.1 In this section,
- 18.1.1 *investigated officer* means an officer of the TWC whose conduct is under investigation pursuant to subsection (2),
 - 18.1.2 *investigator* is the individual appointed by the table officers pursuant to subsection (2),
 - 18.1.3 *officer* means the chair or vice-chair of a TWC or any other person appointed or elected to a TWC or a subcommittee thereof;
 - 18.1.4 *Provincial Executive Council* means the executive council as defined in section 11 of the *Teaching Profession Act*,
 - 18.1.5 *table officers* means the Association's officers as defined in Bylaw 35,
 - 18.1.6 *executive secretary* means the chief executive officer of the Association, or a person designated by the executive secretary, and
 - 18.1.7 *staff officer* means a member of executive staff designated by the executive secretary.
- 18.2 Suspension or removal from office of officers
- 18.2.1 Where the table officers have or receive information that leads them to believe that an officer:
 - 18.2.1.1 has neglected their duties to the extent that the proper operation of the TWC is being negatively affected,
 - 18.2.1.2 is mentally incapacitated,
 - 18.2.1.3 is engaging in corrupt practices,
 - 18.2.1.4 is engaging in financial malpractice or
 - 18.2.1.5 has undertaken activities inconsistent with the principles and policies of the Association,the table officers may initiate an investigation into the conduct of the TWC 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.
- 18.3 In the course of the intervention under section 18, an investigated officer is entitled to have access to a staff officer for advice.
- 18.4 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.
- 18.5 The table officers may appoint another individual to assume the duties of the investigated officer during the period of the suspension.

- 18.6 The investigated officer may appeal the suspension from office under subsection 18.4 to the PEC by filing a notice of appeal with the executive secretary within 30 days of being notified of the suspension.
- 18.7 If an investigated officer appeals the suspension, PEC 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.
- 18.8 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.
- 18.9 An investigated officer may, in the course of the investigation, submit a resignation to the executive secretary.
- 18.10 Where an investigated officer resigns in accordance with subsection 18.9, 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 that occurred during the period the office was held.
- 18.11 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 Association to
 - 18.11.1 answer any inquiries the investigator may have relating to the investigation,
 - 18.11.2 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,
 - 18.11.3 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
 - 18.11.4 attend before the investigator for the purpose of complying with 18.11.1, 18.11.2 or 18.11.3 of this subsection.
- 18.12 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 the report to the table officers.
- 18.13 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.
- 18.14 The table officers, upon consideration of the report of the investigator, may make one or more of the following orders:
 - 18.14.1 remove the investigated officer from office,
 - 18.14.2 restrict the investigated officer's eligibility for office in the future, and/or
 - 18.14.3 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 PEC of their decision.

- 18.15 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.
- 18.16 The investigated officer may appeal the decision of the table officers under subsection 18.14 by filing a notice of appeal with the executive secretary within 30 days after being notified of the decision.
- 18.17 If an investigated officer appeals the decision of the table officers, PEC 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.
- 18.18 In an appeal under subsection 18.7 or 18.17, the table officers may make submissions to PEC respecting the outcome of the appeal.
- 18.19 Official Trustee
Subject to a two-thirds majority vote, PEC may appoint an official trustee to conduct the affairs of the TWC, subject to any terms and conditions the PEC considers necessary,
- 18.19.1 when the TWC fails to comply with the requirements of section 2 (Duties and Responsibilities); or
- 18.19.2 when the TWC fails to comply with the requirements of section 13 (Finances);
or
- 18.19.3 when the PEC considers it in the interests of the Association to do so.
- 18.20 The TWC may appeal the appointment of an official trustee to a representative assembly.
- 18.21 An official trustee appointed under subsection 18.19 has the powers and duties conferred by the General Bylaws on a TWC and conferred by this frame of reference;
- 18.22 On appointment of an official trustee to the TWC, the officers of the TWC cease to hold office as officers of the TWC.
- 18.23 An official trustee continues in office until the PEC, or a representative assembly determines that the official trusteeship is no longer necessary.

19. 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 and the Coordinator, Teacher Employment Services.