

ATA Local 22

Policy Manual & Frames of Reference

Revisions Approved by LCM – (March 2024)



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## ATA Local 22: Policies

### A Donation Policy

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1. Should an active member of Local 22 pass away, Local 22 will donate \$100 to the charity of the deceased family's choice from the unrestricted surplus.

### B Reimbursement Rates

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The Local will reimburse its members for expenses incurred on behalf of the Local according to the following schedule. These policies are guidelines for the Local and may not address all situations. In cases where policy does not exist, the Treasurer will make decisions regarding reimbursement consistent with Local and Association policies.

Local members are expected to submit claim forms and receipts for reimbursement to the Local Treasurer within 2 months of the expense but before June 30 of that same year. Claim forms are found on the local website (<https://local22.teachers.ab.ca>) Claims submitted after the deadline may not be honoured by the Local. Members who receive reimbursement must deposit their cheques within 6 months of issue.

Decisions regarding reimbursement may be appealed to Local Council.

## **Accommodation**

1. Local members who elect to stay at a hotel designated by the Association or one of equal or lower cost will be reimbursed for the full amount of the invoice. Receipts are required. Claims should reflect what the provincial association has recommended for a venue/event but if there are mitigating circumstances, expenses should be approved by the treasurer prior to booking the hotel. (e.g., Theme rooms at Fantasy Land Hotel would not qualify in most circumstances!)
2. Local members who choose to stay with friends or family may offer their friends or family a gift, a meal, or cash up to \$70.00 per night in lieu of staying in a hotel. Receipt for gifts, meals or cash is required.
3. Members who reside within 100 km of the host community of an event are not eligible for a hotel claim. Exceptions to the 100 km rule may be made in extenuating circumstances (e.g. Friday night meeting and full day Saturday, or inclement weather).

## **Subsistence**

1. Restaurant, grocery, and miscellaneous items exclusive of fuel up to \$60.00 per day (\$30.00 per half day) are acceptable with receipts. Visa/Mastercard/Debit slips may be used as receipts. Meals provided by the Association or event organizers are not eligible for alternate reimbursement.
2. Tips are allowed as part of the meal allotment. However, should a claim, with tip, exceed the \$30 or \$60 allotment, only the \$30 or \$60 will be reimbursed.
3. Local 22 members who want to attend a F2F meeting of the Local Council should make their intentions known to the Local President before attending to inform caterers of numbers for the evening meal. Members may still attend if they do not inform two weeks prior to attendance, but they may not have a meal provided.

## **Travel**

1. Receipts and tickets are required for air travel claims.
2. No receipts are required for travel by automobile. Local 22 will stay “on par” with the mileage rate set by Barnett House. The accepted mileage between communities will also be “on par” with either the Barnett House distance table or the Pembina Hills distance tables unless other evidence (e.g. Google Maps or Mapquest printout displaying shortest route) is provided. Odometer readings are not acceptable.
3. A person who arrives by air transport to an event can claim cab fares to/from the hotel, event and airport. Persons making mileage claims are not eligible for cab fares.
4. Local 22 members who attend (Subsistence 3 above) are not eligible for mileage or childcare reimbursements.

**Social Events**

Some events planned and hosted by the Association or the Local have alcohol served at them. Local members may be reasonably expected to attend such events and consume alcohol. It is expected the member will act responsibly in such situations and not drive under the influence. The Local may reimburse cab fares from such events to the member’s place of accommodation (if the member is unable to drive safely.) The local is not responsible for the member’s vehicle (parking charges, fines, etc.) that may accrue as a consequence of the above.

**Child Care**

Members of ATA Local 22 who are conducting Association business and require childcare may submit a claim for reasonable expenses.

Childcare claims are accepted, provided:

- the childcare provider does not live in the same household as the Local Member
- a capable adult member of the household is not available to provide childcare
- the maximum rate claimed per hour is \$10.00
- the maximum amount claimed per 24-hour period is \$100.00
- a receipt is provided with the claim. The receipt must indicate the number of hours of childcare provided, the amount paid, the signature of the childcare provider, and the date services were rendered.

Childcare for conferences/meetings longer than one day must be pre-approved by the Local Executive.

*Local meetings* eligible for childcare reimbursement are as follows:

Local Council	Professional Development	Social Committee
Teacher Welfare Committee (TWC)	Teacher Employee Relations Committee (TERC)	Annual Representative Assembly (ARA)

*Provincial meetings/events* eligible for childcare reimbursement are as follows:

Local Secretaries’ Seminar	CSR Seminar	Local Treasurers’ Seminar
Local Communications	Local Presidents	Local Political Engagement
Teacher Welfare	Professional Development	Emergent ARA

## C Local Honoraria

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Local honoraria are paid annually at (or near) the end of the school year.

### Table Officers

President	\$1200.00 +500 PD
Vice-President	\$400.00 + 200 PD
Secretary	\$750.00 + 200 PD
Treasurer	\$1000.00 + 200 PD

### Committee Chairs

- TWC	\$750.00
- LCO, LPEO	\$400.00
- Social, DEHR and PD	\$400.00
- NSC and Convention	\$300.00

School Representatives	\$50.00 (awarded as “door-prizes” at last LCM)
Members of Standing Committees (excludes chair)	\$25.00 (awarded as “door-prizes” at last meeting)

### **Other Honoraria**

Summer Conference and ARA delegates will receive a \$75/half-day plus \$150/day per diem honorarium respectively. No other honoraria will be paid.

## D Gifts

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### **Retiring Members**

Gifts of appreciation are presented to retiring members of the Local at the annual local Induction/Retirement ceremony.

### **Members Leaving the Local’s Service**

Members who have served the local, but are stepping down from duties, not re-elected, or retiring will receive a gift card, or an equivalent gift valued at \$10 per year of service, to a maximum determined by the table officers and approved by executive committee.

When a District Rep leaves service with Pembina Local #22, they will receive a gift card or an equivalent gift valued at \$50, for under 5 years of service and \$10 more for every year served beyond that, to a maximum determined by the table officers and approved by executive committee..



**E****Student Scholarships**

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Pembina Hills Local 22 supports students attending post-secondary educational institutions by funding seven scholarships worth a total of \$7000.00, each year. The recipients are selected by the scholarship committee in each school. The scholarship committee will:

- apply directly to the Local Executive for the scholarship annually
- be required to inform the local of the recipient names and post-secondary program they are enrolled in
- invite a local council representative to present the awards

**Regular Annual Scholarships**

Each of the following schools must have a scholarship committee which determines who will receive the scholarship(s). The Local suggests that preference be given to students going into the Faculty of Education at a university.

R.F. Staples High School	2 x \$1000.00 each school year
Barrhead Composite High School	2 x \$1000.00 each school year
Swan Hills High School	1 x \$1000.00 each school year
Vista Virtual School	2 x \$1000.00 each school year

**Building Futures Scholarship**

At the end of each school year, any high school listed above may send an application for the \$1000.00 Building Futures Scholarship on behalf of one of their students who was in an inclusive education or alternative education program and is enrolled in a post-secondary program. The application must be made directly to the Local Executive Committee. The Local Executive Committee will choose the recipient from the applications received.

**F****Computer Equipment**

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**Purchase**

The purchase of computer equipment or software, including the price, must be approved by the Local Executive Committee and by motion in a regular Local Council meeting. The computer equipment will be purchased on a 5-year time frame (to be evaluated around the 4-5 year mark, if replacement is necessary) for those Executive Members that require them. The following reimbursement rates will be followed:

- Computer purchase to vary by position (range of \$500-\$1500)\
- Carrying case to a maximum of \$50
- Wireless Mouse to a maximum of \$20
- Software will be evaluated by the executive on a case-by-case basis so as to be reimbursed based on the needs of the position

**Record Keeping**

The Local Treasurer will maintain a record of the purchase, the depreciation, and the location of the equipment. Depreciation will be calculated on an annual 33.33% straight-line method if the computer costs more than \$1000.00

**Lost, Damaged, or Stolen Equipment**

Local Council members who have taken care not to leave Local equipment exposed to thieves (e.g., carried on the person or placed hidden in the trunk of vehicles) will get the equipment replaced if stolen. A police report must be made. Equipment that is lost or damaged *may* be replaced\* upon approval by the Local Executive Committee and by motion in a regular Local Council meeting.

**Sensitive Information**

The Local Treasurer will keep password protected, not only the login to his/her Local computer, but all files on the computer which contain personal information of Local members.

**Disposal**

When computer equipment no longer has any book value or a departing executive wishes to purchase it, Local Council will decide whether to continue using it, or to sell it. If the computer is less than 3 years old, it would need to be transferred to the next person in line for that position or purchased outright at current book value to the current holder.

If the decision is to sell (or otherwise dispose of the device) it will **FIRST** be sent to Barnett House to be “wiped” in order to conform to FOIP legislation. Having been cleared of Local information, the device will be offered to the Local Council member who has been using it, and then to any member of Local Council, and finally to others. The sale price will be 5% of its original purchase price (to be determined by the Local Treasurer). Local Council has the right to waive the 5% sale price. (NOTE: with cloud storage, and online accounting, some computers may not need to be “wiped” by Barnett House.) \*The cost of replacement may be shared depending on damage.

**Annual Budget**

The budget for the upcoming fiscal year will be prepared by the Local treasurer in consultation with the Local Executive Committee. This budget will then be presented at the Annual General Meeting of the Local.

**Standing Subcommittees**

The Chairs of standing subcommittees of the Local are responsible for developing, in cooperation with the Local Treasurer, a budget for the operations of that committee. That budget should include provisions for travel reimbursement for committee members, general materials for the committee (e.g. photocopies, postage, etc.) and may include an annual group meal. Depending on the circumstances for this group meal (take out, delivery, caterer, restaurant meal, etc.), tips should not exceed 15 per cent of the bill and if a venue has a “built in tip” for 8+ people, the tip amount should not exceed 18%.

**Investment of Excess Funds**

When the balance of the current account is larger than is immediately needed for expenses, the excess funds will be invested in interest-bearing securities that guarantee the safety of the principal. The Local Treasurer, with consultation of the Local President or designate, will choose the type and the timing of these investments, ensuring that these funds will be safe and accessible.

**Annual Audit**

At the end of each fiscal year, the Local Treasurer will prepare the Local’s financial records for review by a competent auditor. The type of engagement (audit engagement or review engagement) will depend upon the current guidelines of The Alberta Teachers’ Association.

**Report to the Provincial Association**

The Local must report its financial operations and situation to the Provincial Association by October 15 each year. The current ATA regulations require that the report include the auditor’s report, a statement of income and expenditures, and a statement of assets, liabilities, and equity.

**Retention and Disposal of Records**

The financial records of the Local must (by law) be kept for six years plus the current year. All records older than this will be destroyed by shredding or burning.

## Local 22: Local Sub-Committee Frames of Reference

### **H Social Committee Frame of Reference**

1. The purpose of the Local 22 Social Committee is to organize and provide leadership in social activities of the Local.
2. The Social Committee will use the program from previous years as the basis for building the current year's program of events and agendas.
3. The Social Committee Chair and Members of the Social Committee will be elected at the Local AGM for the following school year. Vacant positions will be filled by Local Council at a meeting subsequent to the AGM.
4. Duties of Social Committee Members
  - The Social Committee will organize an Induction and Retirement Social for members of Pembina Hills Local 22.
  - The Social Chair will make donations of \$100 to the charity of choice for teachers who have passed away while active in PHRD, and ensure that an appropriate card is chosen for the family pursuant to the Local Donation Policy.
  - The Social Committee will organize other events, as required.

Pembina Hills Local #22

1. Preamble

This committee shall be called the Pembina Hills 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 teachers who are employed by [insert school district name].

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 teachers.
- 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 teachers.
- 2.5 To select the Negotiating Subcommittee (NSC) and establish operational guidelines for its effective operation.
- 2.6 To keep teachers 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 Welfare staff officers, district representative, consultants (as assigned) and members of the bargaining unit before, during and after negotiation.
- 2.8 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.
- 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.

### 3. Membership

The TWC shall consist of:

- 3.1 9 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.
- 3.2 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.
- 3.3 The president of the Local or appointee acting in an ex officio capacity.

### 4. Election of TWC

Members of the TWC shall be elected on the basis of a system having due regard for the principle of representation by population. Representatives elected on the basis of one representative per ward as follows:

Ward 1 – Westlock County

Ward 2 – Barrhead County

Ward 3 – Swan Hills & Fort Assiniboine

Ward 4 – Distance Education Alberta Distance Learning Center

Ward 5 – Vista Virtual School

In addition five members at large will be elected for a total of nine TWC members.

### 5. Executive

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

### 6. Duties

6.1 The officers, elected from and by voting members of the TWC shall be:

6.1.1 chair – chair TWC meetings, represent the TWC in its relationship with the general membership, attend Local Council meetings and make such reports as required by the Local constitution and request the calling of bargaining unit meetings by the Local president.

6.1.2 vice-chair – act on behalf of the chair in his/her absence.

6.1.3 secretary – keep an accurate record of all TWC meetings and perform such other internal communications functions as may be assigned from time to time.

6.2 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.

6.3 Absence from three consecutive meetings without reasonable cause or consent will result in that position being declared vacant by a motion of the TWC. The member shall be informed of the committee’s decision by the chair.

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

## 7. Committees

7.1 Negotiating Subcommittee (NSC) – The NSC shall consist of 3 voting members 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. The NSC shall select, from its members, an NSC chair.

7.2 Grievance Committee (where required by the collective agreement)

7.2.1 the Grievance Committee shall consist of three (3) voting members elected from and by the voting members of the TWC.

7.2.2 the Grievance Committee shall select from among its members a Grievance Committee chair.

7.2.3 the duties of the Grievance Committee shall be to:

7.2.3.1 represent teachers on the Grievance Committee established by the collective agreement – one of these members shall be from the NSC,

7.2.3.2 review applicable precedent cases, and

7.2.3.3 consult with Teacher Welfare staff officers regarding disposition of each grievance.

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

## 8. Term of Office

All EPC members, officers and committees are deemed to be elected to serve for the current round of negotiations of one year or for the term necessary to plan and execute business related

to a given collective agreement. Members will serve for the duration of negotiations, ending with the signing of the collective agreement.

#### 9. Emergency Replacements

Vacancies in any office or 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 the TWC executive

10.1.2 a majority of voting members of the TWC

10.1.3 the chair of the NSC

10.1.4 the president of the Local or

10.1.5 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 the TWC executive

10.2.2 a majority of voting members on the TWC

10.2.3 the chair of the NSC

10.2.4 the RBA or

10.2.5 at least 10 percent of the membership.

10.3 Notice of intent to hold a meeting shall be given to members as soon as possible.

#### 11. Quorum

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

#### 12. 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.



### 13. Finances

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

### 14. Preparation Procedure

- 14.1 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 Welfare Staff.
  - 14.1.1 in addition, the TWC may propose suggested local amendments to the members of the bargaining unit.
- 14.2 A draft initial proposal of local amendments shall be prepared and submitted to the members of the bargaining unit for discussion, amendment and approval
- 14.3 Subsequent to the procedures outlined above, the TWC shall prepare a final initial proposal for transmission to teacher welfare 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.
- 14.4 TWC shall assist central bargaining by collecting data, providing feedback and evaluating process and results.

### 15. Negotiating an Agreement

- 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 teachers, or
  - 15.1.3 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.

### 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 favor 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 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)

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 (Local Council—Single Bargaining Unit)

17.1 Subject to ratification by the Provincial Executive Council of the Alberta Teachers' 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 that notice of motion to amend be given at a preceding TWC meeting,

17.1.1.2 approval by a majority of the TWC members,

17.1.1.3 consultation with the Local executive, and

17.1.1.4 approval by a majority of the members of the Local Council.

- 17.2 Amendments may be initiated by the Local Council. Such amendments require:
- 17.2.1 that notice of motion of intent to amend be given at a preceding meeting of Local Council
  - 17.2.2 consultation with the TWC prior to a vote being taken
  - 17.2.3 approval by a majority of the members of the Local Council

## 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, vice-chair or secretary 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 which leads them to believe that an officer:
    - 18.2.1.1 has neglected his or her 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 Alberta Teachers' 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 a suspension from office under subsection 18.4 to the Provincial Executive Council by filing a notice of appeal with the executive secretary within 30 days of being notified of the suspension.
- 18.7 If an investigated officer appeals his or her 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.
- 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 his or her resignation to the executive secretary.
- 18.10 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.
- 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 Alberta Teachers' 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 his or her 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 his or her 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;
- 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 Provincial Executive Council 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, Provincial Executive Council shall, as soon as practicable, consider representations of the table officers and the investigated officer and shall determine if the decision 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 Provincial Executive Council respecting the outcome of the appeal.

#### 18.19 Official Trustee

Subject to a two-thirds majority vote, Provincial Executive Council may appoint an official trustee to conduct the affairs of the TWC, subject to any terms and conditions the Provincial Executive Council considers necessary:

18.19.1 when the TWC fails to comply with the requirements of section 2;

18.19.2 when the TWC fails to comply with the requirements of section 13;

18.19.3 when the Provincial Executive Council 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 Provincial Executive Council 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.

[Frame of Reference approved by Provincial Executive Council 2019 03 18-19]

[ Frame of Reference approved by LCM 2018 05-18-18]

PEMBINA HILLS LOCAL 22  
TEACHER EMPLOYER RELATIONS COMMITTEE (TERC)  
FRAME OF REFERENCE

The Teacher Employer Relations Committee is a Pembina Hills Local 22 committee established to maintain communication between the ATA Local and Pembina Hills School Division. It will strive to improve the level of communication, trust, and morale within the school district.

1. The committee shall be called the Pembina Hills Teacher Employer Relations Committee.
2. Three teacher representatives to the TERC will be selected at a table officer meeting. The committee will elect a chair for the committee.
3. Terms of office for members of this committee shall be for one year, commencing duties on September 1 of that year.
4. Status of this committee: As an advisory committee it may make recommendations to the regional office administration and board on any matters that pertain to the educational enterprise, and particularly those that are directly associated with improving the educational enterprise.
5. General
  - A. The ATA Committee members will bring forward any teacher concerns that affect their function in their positions as teachers. These concerns shall not be concerns that are the jurisdiction of the collective agreement and the Teacher Welfare Committee of Pembina Hills ATA Local 22.
  - B. Matters that are presently under negotiation between the Board and the ATA Local may not be discussed. It is also understood that Board Policies are the exclusive legal domain of the board unless these policies are to be included into the collective agreement subject to negotiation.
  - C. The ATA Local will provide a budget line to cover reasonable expenses incurred by this committee. Financial requirements for reimbursement shall be consistent with the policies/bylaws set by the Local.
  - D. The goal is to have a check-in virtual meeting monthly, with the idea that longer and in person meetings might occur if warranted.

**Revised February 2019**

## **1. Name**

The name of the committee shall be the Professional Development Committee of Pembina Hills Public Schools, 22 Local, ATA.

## **2. Objectives**

The Professional Development Committee shall assume general responsibility for the professional development advocacy, development, and implementation of activities undertaken in relation to local teacher professional development. These activities will be undertaken in accordance with the professional development policies of the provincial Association and the Pembina Hills Local, ATA constitution

## **3. Duties and Responsibilities**

### **3.1 In general:**

- a. The Professional Development Committee will endeavour to build linkages between various professional development opportunities for teachers –school-based, professional development providers, conventions, in-service, specialist councils, etc.
- b. The Professional Development Committee will generally exercise leadership in all matters pertaining to all professional development activities undertaken by the local.
- c. The Professional Development Committee is responsible to the local for a written annual report of its activities. In the future, should the Pembina Hills Professional Development Committee become responsible for any finances, they will provide an annual financial statement of its activities.

### **3.2 In particular:**

The Professional Development Committee has the following duties:

- a. To be responsible for the advocacy, promotion, support and organization of school-based professional development activities;
- b. To seek input and feedback from teachers and/or school staffs in regards to professional development needs and how these needs can best be met;
- c. To disseminate information about professional development activities;
- d. To establish procedures for the consideration of funding applications for conferences and school based professional development activities;



- e. To consult with professional development staff officers, district representatives, consultants (as assigned) as members of the local as well as Edmonton Regional Consortium;
- f. To attend, where possible, Professional Development Area Conferences and the PD Course at Summer Conference;
- g. To coordinate and develop local responses to professional development issues;
- h. To provide expertise to school staffs and other teacher groups in the area of professional development;
- i. To develop and maintain a budget given the responsibilities for handling any monetary funding in the future;
- j. To keep a record of the minutes of the meetings;
- k. To establish operational policy and procedures for any subcommittee that may be formed for the Professional Development Committee;
- l. To recommend, where appropriate, changes in the policies of the school jurisdiction, collective agreement and/or the constitution of the local teachers association, which have an impact on the mandate of the professional development committee.

## **4. Membership**

**4.1** The Professional Development Committee shall consist of the following voting members:

- a. One representative from each school with Pembina Hills Public Schools. Those schools with fewer than five staff members will jointly share a representative for professional development committee purposes.
- b. One representative from PHPS Regional Office.
- c. One representative from the local teachers association.
- d. One representative from the local teachers' convention association.
- e. One representative from the local administrators' association.

**4.2** The district representative and those staff officers and consultants who may attend professional development meetings from time to time shall be non-voting members of the Professional Development Committee.

**4.3** The president of the local or designate acting in an ex-officio capacity shall also be a member of the Professional Development Committee.

**4.4** The members of the Professional Development Committee are expected to:

- a. Attend all meetings of the Professional Development Committee and if unable to attend, to ensure that a substitute representative is present;
- b. Be prepared to serve on a subcommittee of the professional development committee;
- c. Provide full and effective communication for their constituency both to and from the Professional Development Committee;
- d. Assess the professional development needs of the teachers and the local;
- e. Develop and promote programs realistic of the needs and resources;
- f. Coordinate PD programs in the school system;
- g. Provide support for school focused PD programs;

- h. Liaise with the convention association, specialist councils and other organizations involved in professional development;
- i. Elect annually from its members the following officers:
  - Chair Person or Co-chairs
  - Vice Chair

If the Professional Development Committee becomes responsible for the handling of any funds, a treasurer will be sought as well. These positions are called “the officers” of the committee.

\*\*Selection of the chair subject to provisions within the local constitution.

## 5. Officers

**5.1** The officers of the Professional Development Committee shall consist of the Chair or Co-chairs, a Vice Chair (if no Co-Chair is elected), secretary and treasurer and/or Secretary Treasurer if needed.

**5.2** The officers of the Professional Development Committee will be elected from and by the teacher members of the committee.

**5.3** The officers of the Professional Development Committee are expected to:

- a. Chair or Co-Chairs
  - Call for agenda items;
  - Prepare and circulate an agenda for each meeting;
  - Chair professional development committee meetings;
  - Represent the Professional Development Committee in its relationship with the general membership;
  - Provide leadership on planning, implementation and evaluation of professional development programs;
  - Attend local council meetings as required by the local constitution;
  - Establish communication with the PD area consultant and other PD partners;
  - Provide PD area consultant with copies of program information;
  - Assist school based PD organizers;
  - Help the committee develop a concept of its duties and functions, including the establishment and maintenance of a committee action plan.
- b. Vice-chair (If no Co-Chair)
  - Assist the Chair in the discharge of duties.
- c. Secretary
  - Keep accurate business records of all professional development meetings;
  - Perform such other internal communications functions as may be assigned from time to time.
- d. Treasurer (if required)

- Prepare a budget;
- Records all monies received and disbursed;
- Present a financial statement at meetings, as necessary;
- Make available professional development books for audit;
- Prepare prior to the local's Annual General Meeting (AGM), a yearly financial statement for the treasurer.

## **6. Terms of Office**

**6.1** All Professional Development Committee members are deemed to be elected for a one-year term starting in May and running through until the next calendar year.

**6.2** All subcommittees shall be elected for a one-year term or such a time as designated by the professional committee upon establishment of the subcommittee.

**6.3** Officers of the Professional Development Committee shall be elected as follows:

- Chair, Co-Chairs or Vice Chair will be elected in May of each year for a one-year term. If required, a Secretary-Treasurer or a Treasurer will be elected in May for a one-year term as well.

Election of officers will be held during the Professional Development Committee meeting that is held in May.

## **7. Committees**

The Professional Development Committee shall establish subcommittees from time to time as required.

## **8. Emergency Replacements**

Vacancies in any office or subcommittee shall be filled at the next properly called meeting of the Professional Development Committee.

## **9. Meetings for the Professional Development Committee**

**9.1** The Professional Development Committee shall meet prior to each scheduled jurisdiction PD day to plan and coordinate Professional Development offerings. The Professional Development Committee shall endeavor to meet shortly after each scheduled jurisdiction PD day for evaluation purposes. We will also meet in May for elections and pre-planning for the next year.

**9.2** A schedule of meetings shall be provided at the September professional development committee meeting. Notice of intent to hold unscheduled meetings shall be given to members as soon as possible.

**9.3** It is the duty of each elected member of the Professional Development Committee to attend meetings for the purposes of reporting and communicating.

## **10. Quorum**

A majority of the voting representatives on the Professional Development Committee shall constitute quorum.

## **11. Rules of Procedure**

The proceedings of all meetings shall be regulated by the official rules of procedure as published in the *ATA Members' Handbook*.

## **12. Finances**

The Professional Development Committee shall be funded by the local;  
The Professional Development Committee shall prepare and submit a budget;  
Those funds shall be applied to the normal operation of the committee as outlined in the budget;  
The annual report shall include an accounting of all expenses.

## **13. Ratification of this Frame of Reference**

This frame of reference shall be approved in accordance with the terms of the local constitution.

## **14. Amendments to this Frame of Reference**

**14.1** Amendments to this Frame of Reference shall be made in accordance with the following procedure:

**14.1.1** Notice of motion of intent to amend shall be given at a preceding professional development committee meeting.

**14.1.2** Except where time is of the essence, the text of proposed amendments shall be made available in writing to the members prior to the meeting.

**14.2** The amendments shall be approved by two-thirds vote of the Professional Development Committee members.

**14.3** The amendment shall be approved by the majority of teachers of the local council at a properly called meeting.

### **Note:**

Where there is a need to spell out in detail a set of rules, regulations or procedures, as per local constitution, these should be set up as schedules and appended to this frame of reference and approved by the Local Council. This may include guidelines for a range of practices including:

- a. Application procedure and timelines
- b. Reimbursement regulation
- c. Reporting practices
- d. Distribution of professional development funds
- e. Honoraria payments
- f. Others

**Guiding Principles of the Diversity, Equity, and Human Rights (DEHR) Committee:**

- A. The teacher teaches in a manner that respects the dignity and rights of all persons without prejudice as to race, religious beliefs, colour, gender, sexual orientation, gender identity, physical characteristics, disability, marital status, family status, age, ancestry or place of origin, place of residence, socioeconomic background, or linguistic background.
- B. The teacher treats pupils with dignity and respect and is considerate of their circumstances.
- C. Teachers have the right to be protected against discrimination on the basis of prejudice as to race, religious beliefs, colour, gender, sexual orientation, gender identity, physical characteristics, disability, marital status, family status, age, ancestry, place of origin, place of residence, socioeconomic background or linguistic background.

**Duties of the Diversity, Equity, and Human Rights Committee:**

1. To study, advise, and report to the local on matters of concern related to diversity, equity and human rights issues in education.
2. To maintain a liaison with local agencies dealing with cultural differences, human rights, and diversity.
3. To facilitate action by the local related to diversity, equity and human rights issues.
4. To commission or conduct studies and prepare reports as requested by the local regarding diversity, equity and human rights issues in education.
5. To advocate for diversity, equity, and human rights issues in public education.
6. Enhance teacher awareness, capacity, and practice related to diversity, equity and human rights topics.

**Membership:**

The diversity, equity, and human rights committee shall consist of the following members:

- a minimum of two members at large (appointed or elected) at a local council meeting (one to act as the chair),
- the local President as ex-officio member,
- the District Representative of the Alberta Teachers' Association
- in addition, each interested school is allowed one teacher-rep per 20 members (local teachers) interested in the DERH committee

**Requirements for Quorum:** The quorum for this committee shall be three members.

**Term of Office:** Each member of the committee shall commit to a one-year term.

**Meetings:**

The committee shall hold a minimum of three meetings a year. Notice of intent to hold a meeting shall be given to members as soon as possible by the chair.

**Financial Procedures:**

The local's treasurer oversees the funds. The local will be responsible for committee members' expenses.

**Rules of procedures:**

The proceedings of all meetings shall be regulated by the official rules of procedure as published in the *ATA Members' Handbook*

**Ratification of Frame of Reference:**

This frame of reference shall be approved in accordance with the terms of the locals' constitution.

**Amendments to Frame of Reference:**

Notice of motion of intent to amend shall be given at a preceding Diversity, Equity and Human Rights Committee meeting.

Except where time is of the essence, the text of proposed amendments shall be made available in writing to the members prior to the meeting.

The amendment shall be approved by a two-thirds vote of the Diversity, Equity, and Human Rights Committee members/quorum.

The amendment shall be approved by the majority of teachers of the local council at a properly called meeting.