

ATA Local 22
Policy Manual & Frames of Reference

Revisions Approved by LCM – (month and year go here)

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ATA Local 22: Policies

A Donation Policy

1. The Local will provide two \$500 donations annually for the regional science fair.
2. Should an active member of Local 22 pass away, a \$100 donation will be made to the charity of the deceased family's choice.
3. The Local will support the ATA Ed Trust at a rate of \$2.00 per teacher. Funds will be prepared for presentation at ARA.
4. ~~Other donation suggestions must be presented to Local Council for consideration in advance of the next LCM at which the vote would may take place or be deferred to a future LCM.~~

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B Attendance by Local Members at Local Council

1. ~~As per the PHRD Local Constitution Section 10, any member of the Local may attend a meeting of Local Council but will not have voting privileges.~~
2. ~~1. Members of the Local 22 members who wanting to attend a meeting of Local Council should make their intentions known to the Local President before attending to inform eaters 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.~~
3. ~~Members of the Local 22 members who attend (2. above) wanting to attend a meeting of Local Council are not eligible for mileage or child care reimbursements.~~

Commented [MS1]: Redundant – it's in section 10 of the constitution

Commented [MS2]: We can delete this section completely, if we move this information to Reimbursement

C Use of Technology for Local Meetings

1. ~~PHRD Pembina Hills Local 22 is geographically diverse with members as far away as from Swan Hills to Lethbridge. As such all efforts are Given these circumstances, every effort is made to include all members in Local meetings.~~
- ~~Local All meetings of the executive Executive and Local Council meetings will be made are made available through a secure video link conference network provided by the employer.~~

Commented [MS3]: Do we need this section at all? It's redundant to section 29 in our Constitution

2. ~~The Annual General Meeting of the Local will be made~~is available through a video conference network ~~link~~, (either the secure network indicated in item 2 or another network like Skype), or conference call.
3. Meetings of a sensitive nature such as ~~Economic Policy~~Teacher Welfare Committee or Bargaining Unit General Meetings may be made available through secure video conference network at the discretion of EPC ~~TWC~~ Chair and Local President provided the content is deemed non-sensitive.
4. In situations where EPC and BUG Meetings are deemed to contain information that should not be distributed on employer networks, conference call capability or other video conference technologies such as Skype will be obtained to connect remote sites.
- 5.

D Reimbursement Rates

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 possible situations. In cases where policy does not exist, the Treasurer will make decisions regarding reimbursement consistent with Local and Association policies.

Local members applying for reimbursement are expected to submit ~~their~~ claim forms and receipts 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>) ~~website~~ and receipts to the Local Treasurer in a timely fashion. ~~Claims for any given school year must be in possession of~~received by the Treasurer on ~~by~~ the last day of the PHRD standard school calendar of ~~in that the school year in which the member incurred the expense~~. Claims ~~within a school year~~ submitted after ~~such date need~~the deadline may not be honoured by the Local. Reimbursement cheques must be deposited 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.
- 1.3. ~~If the claimant~~Members who reside ~~lives in or~~ within 100 km of the host community of an event, ~~they~~ are not eligible for a hotel claim. ~~Claimants within~~Exceptions to the 100

~~km of the host community may make a request to Local executive to pay for a hotel rule~~
may be made in extenuating circumstances (eg: 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 (up to a maximum of 15%) are allowed as part of the meal allotments. If
However, should a claim with tip exceeds the \$30 or \$60 amount, however allotment,
only the \$30 or \$60 will be reimbursed.
- ~~2.~~3. Local 22 members who want to attend a meeting of 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.
- ~~3.~~4. Local 22 members who attend (Subsistence 3. above) are not eligible for mileage or child care 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 ~~a situations as it applies specifically to~~ 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-unable to~~ drive safely and has not made other driver arrangements). 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 child care may submit a claim for reasonable expenses.

Child care claims are accepted provided:

- the child care provider does not live in the same household as the Local Member
- a capable adult member of the household is not available to provide child care
- the maximum rate claimed per hour is \$~~8~~10.00
- the maximum amount claimed per 24 hour period is \$~~108~~0.00
- a receipt is provided with the claim. The receipt must ~~be contain~~ indicate the number of hours of child care provided, the amount paid, the signature of the child care provider, and the date services were rendered.

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

Local meetings eligible for child care reimbursement are as follows:

<u>Local Council</u>	<u>Professional Development</u>	<u>Social Committee</u>
<u>Teacher Welfare Committee (TWC)</u>	<u>Teacher Board Advisory (TBAC)</u>	<u>Annual Representative Assembly (ARA)</u>

Provincial meetings/events eligible for child care reimbursement are as follows:

<u>Local Secretaries' Seminar</u>	<u>Key Contact Seminar</u>	<u>Local Treasurers' Seminar</u>
<u>Local Communications</u>	<u>Local Presidents</u>	<u>Local Political Engagement</u>
<u>Teacher Welfare</u>	<u>Professional Development</u>	<u>Emergent ARA</u>

E Local Honoraria

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

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

Committee Chairs

- TWEP C	\$750.00	
- LCO, Social, <u>LPEO, DEHR</u> 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~~fully~~. No other honoraria will be paid.

Retiring Members

Gifts ~~of appreciation (e.g., engraved bell, framed certificate, supper), will be~~ are presented to retiring members of the Local at ~~an~~ the annual local Induction/Retirement ceremony.

CRA* regulations prohibit the Local from giving gifts in excess of \$100.00 ~~to per year to a member; otherwise, such items have tax implications--~~ : A gift of more than \$100.00 is considered to be an honorarium, and is subject to Employment Insurance and Income Tax deductions.

*Canada Revenue Agency

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. Service will be determined by self-reporting by individuals and verified by attendance in meeting minutes.

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.

G**Student Scholarships**

The Pembina Hills Local 22 supports students attending post-secondary educational institutions by funding ~~seventy-eight~~ scholarships worth a total of ~~\$7000.00, 76500.00~~ each year. The recipients are selected by the ~~scholarship~~ 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

~~The Local suggests that preference be given to students going into the Faculty of Education at a university.~~

~~The two large high schools each receive two regular scholarships of \$1000.00, and the small high schools each receive one regular scholarship of \$1000.00. The Local also funds one Special Education scholarship of \$500.00. A high school awards committee (with a worthy candidate for the award) may apply for this scholarship directly to the Local Executive, who will choose the recipient from among the applications.~~

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. ~~The scholarship committee must make an annual request to the Local for the scholarship.~~

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	1 x \$1000.00 each school year

~~Building Futures~~ Scholarship

At the end of each school year, any high school ~~in the Pembina Hills Local~~ listed above may send an application for the ~~\$10500.00~~ Building Futures Special Education 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. ~~(Note: The intent of this scholarship is to help a special education “graduating” student to continue in a post secondary program.)~~

H Professional Development Fees

~~Each year. As of the end of the school year 2018, Local 22 will no longer provides (to PHRD), \$70.00 per teacher currently working in PHRD schools to PHRD. Teachers seconded also have access to the same amount (\$70.00) per year providing receipts are submitted to the treasurer no later than June 15th of the school year.~~

H Computer Equipment

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 a maximum \$1000
- 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.

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 approved 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 ~~the~~ 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 ~~first~~ to the Local Council member who has been using it, and ~~second-then~~ to any member of Local Council, and ~~then-finally to anyone else 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.

*The cost of replacement may be shared depending on damage.



Local Budget Policies

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%.

Supplementary Levy

~~The Local may make exact a supplementary levy on from its members in order to finance its local operations if when fee rebates grant in aid funds from the Provincial Association are deemed inadequate. The motion to start or to increase this levy must be debated and passed by the membership of the Local at its Annual General Meeting. A “notice of motion” concerning the additional levy must be included in the advertising for the Annual General Meeting. A written request then must be made to the Provincial Association to implement the levy insufficient. Changes to the supplementary levy must be presented by the Local Treasurer and approved by local council.~~

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~~ 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 ~~treasurer~~ 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



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~~ Economic Policy Committee, hereafter referred to as the EPCTWC. It shall prepare for and oversee negotiations and oversee the enforcement of the collective agreement on behalf of the teachers who are employed by Pembina Hills Regional Division No 7.

2. Duties and Responsibilities

The TWCEPC shall exist for the following reasons:

- 2.1 To identify and interpret the economic and working conditions needs of teachers.
- 2.2 To effect changes to the collective agreement as negotiated and ratified by the teachers.
- 2.3 To select the Negotiating Subcommittee (NSC) and establish operational guidelines for its effective operation.
- 2.4 To keep teachers of the bargaining unit informed on matters pertaining to the progress of negotiations and the specific details of the collective agreement.
- 2.5 To consult with Teacher Welfare staff officers, district representative, consultants (as assigned) and members of the bargaining unit before, during and after negotiation.
- 2.6 To identify areas of concern for teachers and to provide the necessary assistance and direction in enforcing the provisions of the collective agreement.
- 2.7 To generally exercise leadership in all matters pertaining to collective bargaining.
- 2.8 To refer the dispute to a Representative of the Bargaining Agent (RBA) following appropriate consultation with the membership.

3. Membership

The TWCEPC shall consist of:

- 3.1 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 — ADLC

In addition five members at large will be elected for a total of nine TWCEPC members.
- 3.2 The district representative and those staff officers and consultants assigned from time to time to the TWCEPC by the Alberta Teachers' Association. They shall be non-voting members of the TWCEPC.
- 3.3 The president of the Local or appointee acting in an ex-officio capacity.

4. Executive

Election of TWCEPC members will occur at a general meeting. The executive officers of the TWCEPC shall consist of the chair, vice chair and secretary.

5. Duties

- 5.1 The officers, elected from and by voting members of the TWCEPC shall:
- 5.1.1 chair—Chair TWCEPC meetings, represent the TWCEPC in its relationship with the general membership, attend Local Council meetings as required by the Local constitution.
 - 5.1.2 vice chair—Act on behalf of the chair in his/her absence.
 - 5.1.3 secretary—Keep an accurate record of all TWCEPC meetings and perform such other internal communications functions as may be assigned from time to time.

6. Committees

- 6.1 Negotiating Subcommittee (NSC)—The NSC shall consist of three (3) voting members and an alternate elected from and by the voting members of the TWCEPC. These members shall engage in collective bargaining with authorized representatives of the Board. The NSC shall select, from its members, an NSC chair.
- 6.2 Grievance Committee—The Grievance Committee shall consist of three (3) voting members elected from and by the voting members of the TWCEPC to represent teachers on the Grievance Committee established by the collective agreement. One of these members shall be from the NSC. The Grievance Committee shall select from among its members a Grievance Committee chair.
- 6.3 The TWCEPC may appoint such other subcommittees as deemed necessary.
- 6.4 A chair shall act only with the consent of a majority of the committee or subcommittee.

7. Term of Office

All TWCEPC 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.

8. Emergency Replacements

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

9. Meetings of the TWCEPC

- 9.1 Meetings shall be called by the chair of the TWCEPC on the chair's initiative or at the request of:
- 9.1.1 a majority of voting members of the TWCEPC
 - 9.1.2 a majority of the EPC executive
 - 9.1.3 the Representative of the Bargaining Agent (RBA)
 - 9.1.4 the chair of the NSC
 - 9.1.5 the president of the Local, or
 - 9.1.6 at least 10 percent of the membership.
- 9.2 Notice of intent to hold a meeting shall be given to members as soon as possible.
- 9.3 It is the duty of the chair of the TWCEPC or designate to attend meetings required by the Local association structure for purposes of reporting and communicating.

10. Quorum

A majority of the voting representatives on the TWCEPC shall constitute a 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*, except that the chair shall have the full rights to debate and vote as accorded to all other members.

12. Finances

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

13. Preparation Procedure

13.1 The TWCEPC shall request and consider suggested amendments to the collective agreement from the membership of the bargaining unit, members of the TWCEPC and Barnett House.

13.1.1 in addition, the TWCEPC may propose suggested amendments to the members of the bargaining unit.

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

13.3 Subsequent to the procedures outlined above, the TWCEPC shall prepare a final initial proposal for transmission to the Board and provide members of the bargaining unit with a copy.

14. Concluding of the Agreement

14.1 The NSC shall work toward a settlement governed by one of the following conditions affecting terms of settlement:

14.1.1 the teachers may authorize them to sign an agreement when, in their opinion, the conclusion of an agreement is warranted, or

14.1.2 the teachers may instruct them as to the minimum position at which settlement is authorized, or

14.1.3 the teachers may instruct them to report back to meetings of the teachers when they are of the opinion that further negotiations are not likely to be productive.

14.2 In no case will an agreement be concluded unless authorization is provided as in 14.1.1, 14.1.2 or 14.1.3.

15. Ratification of the Collective Agreement

15.1 A collective 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.

15.1.1 notwithstanding 15.1, the requirement for a secret ballot vote may be waived provided no member objects.

15.2 Members shall register upon entry to the assembly.

15.3 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 the Memorandum of Agreement)~~
7. ~~Recommendations to Membership (from TWCEPC, 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 used shall be in accordance with items 3 to 9 above).~~

15.4 ~~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.~~

16. Ratification of this Frame of Reference

~~This Frame of Reference takes effect and shall become binding upon:~~

- 16.1 ~~Affirmative vote of a simple majority of the EPC members,~~
- 16.2 ~~Affirmative vote by a majority of the teachers of the bargaining unit at a properly called meeting/or Local executive,~~
- 16.3 ~~Ratification by Provincial Executive Council.~~

17. Amendments to this Frame of Reference

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

- 17.1 ~~Notice of motion of intent to amend shall be given at a preceding TWCEPC meeting,~~
- 17.2 ~~The amendment shall be approved by a majority of the TWCEPC members,~~
- 17.3 ~~The amendments shall be approved by the Local executive,~~
- 17.4 ~~The amendment shall take effect when ratified by Provincial Executive Council.~~

18. Provincial Association Intervention

~~18.1 In this section,~~

- 18.1.1 ~~investigated officer means an officer of the economic policy committee 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 an economic policy committee or any other person appointed or elected to an economic policy committee 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 economic policy committee 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 economic policy 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.~~
- ~~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 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 economic policy committee, subject to any terms and conditions the Provincial Executive Council considers necessary:~~
- ~~18.19.1 when the economic policy committee fails to comply with the requirements of section 18.2;~~
- ~~18.19.2 when the economic policy committee fails to comply with the requirements of section 18.13;~~
- ~~18.19.3 when the Provincial Executive Council considers it in the interests of the Association to do so.~~
- ~~18.20 The economic policy committee 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 an economic policy committee and conferred by this frame of reference;~~

- ~~18.22 On appointment of an official trustee to the TWC economic policy committee, the officers of the economic policy teacher welfare committee cease to hold office as officers of the TWC economic policy committee.~~
- ~~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 shall be in place for as long as bargaining is conducted at the Local level. Upon appointment of a Representative of the Bargaining Agent (RBA), it shall be superseded to the extent required by the procedure established by Provincial Executive Council for bargaining at the RBA level.~~

~~{Ratified by membership 1994-11-16; Provincial Executive Council (PEC) 1994-12-03}
{Amended by membership 1997-12-04; PEC 1998-01-15}
{Ratified by Local Executive 2001-01-16; PEC 2001-02-27}
{Amended and ratified by PEC 2007-09-21}
Recent amendments subject to approval by PEC 2018~~

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 four members at large will be elected for a total of nine TWC members.

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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 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.

[Model Frame of Reference approved by Provincial Executive Council 2018 01 18-18]

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

PEMBINA HILLS LOCAL 22
TEACHER BOARD ADVISORY COMMITTEE (TBAC)
FRAME OF REFERENCE

The Teacher Board Advisory 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 ATA Local Teacher Board Advisory Committee.
2. Three teacher representatives to the TBAC will be elected at a general 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 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 Economic Policy 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 considered to be 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.

Revised January 2012

1. Name

The name of the committee shall be the Professional Development Committee of Pembina Hills Regional School Division 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 see 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 ensure that appropriate payments are made;
- i. To provide expertise to school staffs and other teacher groups in the area of professional development;
- j. To develop and maintain a budget given the responsibilities for handling any monetary funding in the future;
- k. To keep a record of the minutes of the meetings;
- l. To establish operational policy and procedures for any subcommittee that may be formed for the Professional Development Committee;
- m. 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 Regional Division No. 7 school division. Those schools with fewer than five staff members will jointly share a representative for professional development committee purposes.
- b. One representative from PHRD 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 organization 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;
 - Forward a listing of PD committee members to the PD area consultant;
 - 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 (provided by PHRD Regional Office)
 - 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 time lines
- 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.

~~Adopted by Local Council February, 2015~~