



Constitution & Bylaws

Amended May 2023

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Constitution of the Lethbridge College Faculty Association

Article I. Charter

1. The Lethbridge College Faculty Association is an academic staff association as defined by the *Post-Secondary Learning Act*, SA 2003, c P-19.5 and a trade union for the purposes of the *Labour Relations Code*, RSA 2000, c L-1.

Article II. Name of the Association

1. The official name of the Association is the Lethbridge College Faculty Association and is abbreviated as LCFA (the “LCFA” or the “Association”).

Article III. Purposes of the Association

1. The purposes of the LCFA are the following:
 - a) To act as the representative of LCFA members in the negotiation of terms and conditions of employment, Collective Agreements and other related agreements;
 - b) To protect the contractual rights of its members and ensure compliance with the terms and conditions of the Collective Agreement and other related agreements;
 - c) To represent its members in all matters relating to the terms and conditions of employment;
 - d) To participate in the governance of Lethbridge College in accordance with the *Post-Secondary Learning Act*;
 - e) To advocate for professionalism and excellence in teaching to the benefit of its members;
 - f) To foster productive relationships between the Association and other Lethbridge College organizations to the benefit of its members; and,
 - g) To foster productive relationships between the Association and external organizations when such relationships are to the benefit of its members.

Article IV. Membership

1. All individuals designated as Lethbridge College academic staff members by the Lethbridge College Board of Governors, determined to be academic staff members pursuant to the *Labour Relations Code*, or included under a collective agreement between the Association and the Board of Governors are eligible to be members of the Association.
2. All members in good standing shall enjoy all the rights and privileges of membership including the right to attend and vote at meetings of the Association and hold positions on the Executive Council and Committees if otherwise eligible under the Association's Constitution and Bylaws.
3. Reasonable dues, initiation fees, reinstatement fees, and general or special assessments shall be established, increased, or levied by majority vote of the membership at the Annual General Meeting in accordance with the Bylaws.

Article V. Governance

1. The Association is governed by an Executive Council elected by the Association's membership and accountable to its members in accordance with the Association's Constitution and Bylaws.

Article VI. Executive Council

1. The Executive Council shall consist of the President; the Vice President, Administration; the Vice President, Negotiations and Welfare; the Vice President Finance; and six (6) Constituency Representatives nominated and elected by the membership in accordance with the Bylaws.
2. All Continuing Full-Time Academic Staff in good standing are eligible to hold any Executive Council position. All other members in good standing are eligible to hold Constituency Representative positions on the Executive Council.
3. No member may run for more than one Executive Council position at a time.
4. All Annual General Meeting minutes and other records pertaining to the election of the Executive Council shall be maintained by the Association for at least one year following the election, unless stated otherwise within the Association's Bylaws.
5. Term of Office
 - a) Whenever practicable, half of the Executive Council, excluding the Vice President, Negotiations and Welfare, shall be elected at the Annual General

Meeting for a rotating two-year term commencing on July 1 of the year in which the member is elected as follows:

- i. Odd Years: President, Vice-President Finance, 3/6 Constituency Representatives
 - ii. Even Years: Vice President, Administration, 3/6 Constituency Representatives
- b) The Vice President, Negotiations and Welfare shall serve a term from 20 days following the ratification of the most recent collective agreement to 20 days after the ratification of the subsequent collective agreement.
- c) Executive Officers may be elected and serve for a maximum of two consecutive terms of office. Exceptions to this part may be made as follows
- i. Past officers are not prohibited from seeking election to the same position as long as the new term is not consecutive.
 - ii. If at the time of the Annual General Meeting no nominee has been identified for the Executive Officer position, the current Officer in that position may be allowed to put their name forward for a single additional term.

Article VII. Powers and Duties of The Executive Council

1. The Executive Council is responsible for the overall governance, direction, and management of the Association between Annual General Meetings and shall have full authority to govern, direct, and manage as necessary or advisable in carrying out the purposes of the Association and any additional purposes not inconsistent with the Constitution or Bylaws subject to any direction given to it by a majority vote of the membership at any General, Special, Emergency, or Ratification meeting of the Association.
2. All members of the Executive Council shall faithfully perform the duties of the Executive Council and any duties delegated to their offices diligently and to the best of their ability and in accordance with the Constitution and Bylaws.
3. No member of the Executive Council shall receive a salary. All reasonable expenses incurred by Executive Council members in the service of the Association shall be reimbursed from Association funds.
4. The Association may delegate its authority as necessary and may select, hire, and set the terms and conditions of employment of employees and select, elect or appoint persons to act on behalf of the Association or represent the Association in support of the Association and the management of its affairs.

Article VIII. Duties of Executive Council Members

1. The President is responsible for the overall supervision and management of the Association and its officers, employees, and representatives and enforcing the Constitution and Bylaws of the Association. The President shall:
 - a) act as the official spokesperson of the Association;
 - b) set the agenda for all meetings of the Association in consultation with the Executive Council;
 - c) preside as Chair at all Association meetings and call meetings to order;
 - d) decide all questions of order, subject to an appeal;
 - e) state and put to a vote all motions that are properly brought before the Executive Council or the membership;
 - f) sign all official documents on behalf of the Association; and,
 - g) perform such other duties and responsibilities as delegated by the Executive Council or provided for under the Association's Constitution and Bylaws.
2. The Vice President, Administration shall assist the President in carrying out the President's duties and shall have overall responsibility for the custody of all books and records of the Association and all meeting minutes of the Association. The Vice President, Administration shall:
 - a) maintain minutes of all Association Meetings, including Executive Council meetings;
 - b) act as Chair at Association meetings and assume other duties of the President when the President is absent or unavailable;
 - c) act as Parliamentarian at all Association meetings or designate a Parliamentarian;
 - d) ensure there is a quorum at all Association meetings prior to the conduct of business;
 - e) maintain a register of the Association's members; and,
 - f) perform such other duties and responsibilities as delegated by the Executive Council or provided for under the Association Constitution and Bylaws.
3. The Vice President, Negotiations and Welfare shall be responsible for the overall direction and supervision of grievances and collective bargaining in consultation with the Executive Council. The Vice President, Negotiations shall:
 - a) prepare proposals for collective bargaining in conjunction with the Negotiating Committee and submit them to the Executive Council for review;
 - b) act as Chief Negotiator and lead the Negotiating Committee during collective bargaining;
 - c) take direction from and report to the Executive Council on all matters relating to collective bargaining and grievances filed by the Association;

- d) provide collective bargaining status reports to the membership as appropriate;
 - e) execute collective agreements along with the President in accordance with the Association's Constitution and Bylaws;
 - f) advise members on the interpretation of the collective agreement; and,
 - g) perform such other duties and responsibilities as delegated by the Executive Council or provided for under the Association Constitution and Bylaws.
4. The Vice President, Finance shall assist the Vice President, Administration in carrying out the Vice President, Administration's duties and shall be the manager and custodian of all property, assets, and funds of the Association. The Vice President, Finance shall:
- a) record and maintain minutes of all Association meetings in the absence of the Vice President, Administration;
 - b) maintain an accurate account of the Association's finances and prepare financial statements;
 - c) collect all moneys due to the Association and deposit all funds in the name of the Association;
 - d) direct and approve the expenditure of Association funds in consultation with the Executive Council and in accordance with the Association Constitution and Bylaws;
 - e) make a quarterly financial report to the Executive Council;
 - f) make a financial report to the membership at each General Meeting, including presentation of the auditor's report at the Annual General Meeting;
 - g) prepare the Association's annual budget in consultation with the Executive Council; and,
 - h) perform such other duties and responsibilities as delegated by the Executive Council or provided for under the Association Constitution and Bylaws.
5. The Constituency Representatives are responsible for representing the interests of their Constituency on the Executive Council. The Constituency Representatives shall:
- a) meet regularly with their constituency to ensure the interests of the membership are heard and raised before the Executive Council;
 - b) report to Executive Council on matters of import to the membership; and,
 - c) perform such other duties and responsibilities as delegated by the Executive Council or provided for under the Association Constitution and Bylaws.

Article IX. Employees and Other Officers of the Association

1. The Executive Council shall employ a Faculty Relations Officer who shall act as the Chief Administrative Officer of the Association. The Faculty Relations Officer

may attend and participate in all meetings of the Association, including Executive Council Meetings, but shall not have a vote at such meetings.

2. The Past President and Past Vice President, Negotiations and Welfare shall be Officers of the Association and shall advise the current Executive Council. The Past President and Past Vice President, Negotiations and Welfare may attend and participate in all Executive Council meetings but shall not have a vote at such meetings. All reasonable expenses incurred by the Past President and Past Vice President, Negotiations in the service of the Association shall be reimbursed from Association funds.

Article X. Committees

1. The Executive Council shall establish Committees to support the Association in the pursuit of its purposes and the management of its affairs.
2. The Executive Council may appoint or elect members to Committees or hold general elections for Committee positions. All Committee representatives must be members in good standing.
3. Committees may act only in accordance with the Association's Constitution and Bylaws.

Article XI. Indemnity

1. Members of the Executive Council and any employees, officers or representatives of the Association acting in good faith and in the course of their duties shall be indemnified in respect of any and all claims made against them. For greater certainty, this indemnification does not apply to acts of willful wrongdoing, willful neglect, or willful default, or matters unconnected to the duties of the Executive Council member, employee, officer or representative in service to the Association.

Article XII. Meetings

1. The Association shall have General, Special, Emergency, and Ratification meetings in accordance with the Bylaws.
2. All members of the Association in good standing are entitled to attend and participate in meetings and vote on matters properly raised at meetings in accordance with the Association's Bylaws.

Article XIII. Adoption and Amendment of the Constitution & Bylaws

1. Amendment of the Constitution
 - a) The Association Constitution may be adopted by majority vote of the membership at a duly constituted Annual General Meeting.
 - b) Once adopted, the Association Constitution may only be amended by a joint motion of the Executive Council and Bylaws Committee passed by an Extraordinary Resolution of the membership at the Annual General Meeting.
 - c) A joint motion to amend the Constitution must be presented to the membership at a General Meeting at least 20 working days prior to the Annual General Meeting.
 - d) A joint motion to amend the Constitution must be in writing and provide the exact language of the proposed amendment and the rationale for the change.
 - e) All amendments to the Constitution shall be effective immediately upon adoption unless otherwise specified in the amendment.
2. Amendment of Bylaws or Appendices
 - a) The Bylaws and Appendices shall only be rescinded or altered by a motion passed by not less than 2/3 of the members at a General or Annual Meeting.
 - b) A notice of motion shall be presented at a General Meeting.
 - c) Written notice of motion will be distributed at least 10 working days prior to the motion being considered at the next General or Annual Meeting.
 - d) The written notice of motion will provide the exact language of the proposed amendment and rationale for the change.

LCFA Bylaws

Article 1 DEFINITIONS

Note: If there is any disagreement between the definitions as given here and in the Collective Agreement, the Collective Agreement takes precedence.

1. “Academic Staff Member” is an employee designated as an Academic Staff Member by the Board.
2. “Ad hoc committee” shall refer to a committee struck with a specific mandate that disbands once the concern is addressed; a temporary committee.
3. “Sessional Staff Member” shall refer to a part-time employee without a continuing position paid on a casual basis and working up to 50% of a Continuing Full Time Academic Staff Members instructional load.
4. “Academic Staff Member - Continuing Full Time” shall refer to a full-time employee in a continuing position.
5. “Academic Staff Member - Continuing Part Time” shall refer to a part-time employee in a continuing position working between 50% and 100 % of a Continuing Full Time Academic Staff Member’s instructional load.
6. “Academic Staff Member - Term-Certain Staff Member” shall refer to a Full Time or Part Time Staff Member contracted for a specific term.
7. “Agent-principal relationship” shall refer to the relationship between a person and an agent authorized to act on his/her behalf. Agency is the fiduciary relation which results from the manifestation of consent by a person (the principal) to another (the agent) so that the agent shall act on the principal’s behalf and be subject to the principal’s control. With the consent of the principal, the agent has authority to act.
8. “Agreement” or “Collective Agreement” shall mean the current Collective Agreement between the Association and the Board.
9. “Board” or “Board of Governors” shall mean the Board of Governors of Lethbridge College or its administrative designates.
10. “Conflict of interest” refers to any situation in which faculty members serving in a Faculty Association capacity are in a position to exploit their official capacity in some way for their personal benefit or in the course of their assigned work duties to the detriment of the interests of the Faculty Association.

11. “Executive Council Constituency Representative” shall refer to LCFA members elected to the Executive Council to represent the members of their area as defined in the Appendices.
12. “Designated staff” shall mean those individuals employed by the College in an academic position designated by the Board.
13. “Due process” shall refer to an established course for proceedings designed to safeguard the legal rights of the individual.
14. “Executive Council” shall refer to the Executive Officers, the Past President and the Executive Council Constituency Representatives.
15. “Executive Officers” shall refer to the President and the three Vice- presidents of the Association
16. “Ex-officio member” shall mean a non-voting member of a committee who is a member by virtue of holding some office. An ex-officio member has all the other privileges but none of the obligations of membership.
17. “Faculty Relations Officer” shall refer to the primary administrative employee of the Association.
18. “Fiduciary” shall refer to an individual, corporation or association holding assets for another party, often with the legal authority and duty to make decisions regarding financial matters on behalf of the other party.
19. “LCFA” or “Association” shall mean the Lethbridge College Faculty Association.
20. “LC” or “College” shall mean the Lethbridge College.
21. “Member in good standing” shall indicate members whose Association dues are paid to date.
22. “Quorum” shall refer to the minimum number of people who must be physically present at a meeting in order for decisions to be binding.
23. “Standing committee” shall refer to a permanent committee that meets regularly to discuss matters of on-going concern
24. “Sunset clause” shall refer to a clause in the mandate of an ad-hoc committee that specifies the disbanding of the committee when its mandate is completed.
25. “Written notice” shall mean any form of written message, including e-mail, except in the case of written notice of resignation, which must be in letter form.

Article 2 LCFA COMMITTEES

2.1 Mandate

Committees shall be established by the Executive Council in accordance with Article 9 of the constitution and shall meet regularly to focus on particular concerns related to the operation of the Association and to provide on-going feedback to the Executive Council and the membership regarding these concerns.

2.2 Membership

Committee members must be members in good standing.

2.3 Committee Charters

1. All committees established by the Executive Council shall have a charter with the following articles:
 - (a) Mandate
 - (b) Composition
 - (c) Method of Selection
 - (d) Terms of Office
 - (e) Operational Principles
2. All ad hoc committees shall have a sunset clause.
3. Committee charters shall reside with the Executive Council, who shall regularly review the charter and the membership for every committee.
4. All active committee charters will be held in the offices of the Association for access by members.

2.4 Orientation

1. Following the Annual General Meeting, but prior to the commencement of the fall semester, the previous and incumbent members of the Executive Council, as well as current members of the Negotiating Committee will conduct a joint orientation process for incoming committee members.
2. The orientation shall follow an Orientation Plan established by Executive Council through policy.

2.5 Authority

1. Committees and committee members do not have the authority to undertake any activity on behalf of the Association without authorization from the Executive Council.
2. Once authorized to commence an activity, a committee and its members shall be permitted to continue its work without undue interference by the Executive Council, subject to limitations contained in clause 2.5.4.
3. Notwithstanding clause 2.5.2, every standing committee has an obligation to keep the Executive Council fully informed of all committee activities.

4. The Executive Council has the power to suspend or recommend changes to any activity of a committee but may not directly act on behalf of the committee. Once the Executive Council has given formal approval to a committee to commence an activity, the Executive Council has the following options to influence the committee activities:
 - (a) Motion of Support - endorses the ongoing activity.
 - (b) Motion of Acknowledgment - receives a report for information.
 - (c) Motion to Recommend - to offer advice to a committee without prejudice
 - (d) Motion of Concern - to inform a committee that the Executive Council is not supportive on an ongoing activity. The committee is still able to proceed but is aware of concerns raised by the Executive Council.
 - (e) Motion to Desist - to immediately cease an activity. The Executive Council will discontinue the committee activity and will commence any action it deems necessary to protect the interests of the Association until a Special General Meeting is called to consider the issue. The Executive Officers must call a Special General meeting within seven (7) working days.
5. Where the Executive Council acts to suspend any activity of a committee, the President will provide a report with full disclosure of the reasons and ramifications to the general membership. Final authority to proceed or curtail that activity shall come from the general membership.

2.6 Spokespersons

1. No committee member may attempt to enter into any discussions that may be construed as formally speaking on behalf of the Association without written permission from the President.
2. When a committee has been charged with the responsibility to enter into formal discussions, the Executive Council shall ensure they work without undue interference and they enjoy protection under the agent-principle relationship. As such, they may only speak within the mandate provided by the Executive Council.
3. Any individual or committee speaking on behalf of the Association shall have an obligation to keep the Executive Council fully informed on all matters of concern.

2.7 LCFA Standing Committee Membership

1. Negotiating Committee Membership
 - (a) The Negotiating Committee shall have up to eight (8) positions, including
 - i. VP Negotiations (Chair)
 - ii. President (ex-officio)
 - iii. Faculty Relations Officer (ex-officio)
 - iv. One (1) representative from Trades,
 - v. One (1) Member at Large representing non-continuing academic staff, and

- vi. Three (3) full-time and/or part-time continuing academic staff not including trades or non-continuing staff.
 - (b) Should less than five (5) academic staff stand for election the negotiating committee shall convene if there are at least three (3) members duly elected.
 - (c) One term of office will run from twenty working days following the final signing of a Collective Agreement and will continue until twenty working days after the final signing of the subsequent Collective Agreement.
2. Grievance Committee Membership
- (a) Each Grievance Committee will consist of the following standing position:
 - i. 2 standing positions: President, VP Negotiations and Welfare
 - ii. Faculty Relations Officer (ex-officio)
 - (a) For each policy grievance there shall be an Ad Hoc Committee consisting of the Negotiating Committee and additional individuals who may be appointed by the President.
 - (b) For each individual grievance there shall be an Ad Hoc Committee that will consist of the standing positions, the grievor, and/or one additional person chosen by the grievor.
 - (c) In the event that the process of a grievance extends beyond the normal term of office, the individuals on the grievance committee will carry over until the final resolution of the grievance. A new grievance will result in the constitution of a new ad hoc committee with membership as defined above.
3. Bylaws Standing Committee:
- (a) The composition shall include Six (6) positions:
 - i. The President as Chair (ex-officio),
 - ii. two (2) appointed members,
 - iii. two (2) members elected for two (2) year terms, and
 - iv. the Faculty Relations Officer (ex-officio).
 - (b) Appointed members shall have served at least one (1) term on a standing committee.
 - (c) Elected members shall be any member in good standing.

Article 3: Representation on Joint Committees and Boards

Association members shall be elected to represent the Association on the following joint committees and boards:

3.1 Board of Governors

1. One (1) member, elected for a two (2) year term
2. The elected Board of Governors Representative will be appointed to the Board by ministerial appointment after formal recommendation by the President.

3.2. Academic Council

1. Seven (7) members from the Executive Council.
2. Two (2) Academic Council alternates, elected annually.

3.3. Respectful Campus Committee

1. One (1) position, elected annually.

3.4. Foundation Representative:

1. One (1) member, elected annually.

3.5. Faculty Professional Development Committee

1. Three (3) members, appointed from the Executive Officers.

3.6. Occupational Health & Safety Committee

1. Three (3) members, elected annually.

3.7. Professional Standards Committee

1. Vice President Administration,
2. two (2) members elected annually, and
3. the Faculty Relations Officer (ex-officio).

3.8. Student Appeal Committee

1. Two (2) members, elected annually.
2. One (1) alternate member, elected annually.

Article 4 ELECTIONS

4.1 Timing of Elections

1. Elections for members of Executive Council shall take place annually at the end of the Winter Semester in accordance with Article VI of the LCFA Constitution.

4.2 Constituencies for Executive Council

1. In addition to the four (4) Executive Officers, the Executive Council shall be composed of representatives of six (6) constituencies, each having the following characteristics:
 - (a) Approximately equal numbers of members between the constituencies so as not to create an inequity of representation.

- (b) A geographic cluster among membership in a constituency, such that members with office space located in each of the six major geographical areas of the College, as enumerated in the appendices to these bylaws, each have a representative.
 - ii. Members without assigned office space in these enumerated spaces will be grouped with members of their program area for the purposes of creating communities of interest.
- (b) In situations where no member of a constituency seeks election that position may be opened up within the college community in a subsequent by-election.

4.3 Nominating Committee

1. No less than one month before a scheduled Election, the Executive Council must appoint a Nominating Committee.
 - (a) Mandate
 - i. To poll the membership for candidates for Executive Council or membership on joint College Committees.
 - ii. To conduct, with the assistance of the FRO, nominations and elections according to the Constitution and Bylaws of the Association.
 - (b) Composition
 - i. Up to 4 members appointed by Executive Council
 - ii. When an election is necessary, a chair of the Nominating Committee will be appointed by Executive Council. The names of additional members, if deemed necessary by the chair, shall be submitted by the chair for Executive Council approval.
 - (c) The Nominating Committee must name a Returning Officer to facilitate nominations and elections, with assistance from the FRO.

4.4 Qualifications of Nominees

1. All nominees must be members in good standing
2. Nominees for any Executive officer position and for the Board of Governors Representative must be Continuing Academic Staff Members.
3. Nominees for the Executive Council Constituency Representative positions must be Continuing Academic Staff Members; or Term-Certain members, from the constituencies they wish to represent.
4. Nominees for the Negotiations Committee shall be Full Time Continuing or Part Time Continuing Faculty Members; except for, one academic staff member representing non-continuing Faculty.
5. No individual shall serve as a constituency representative on both the Executive Council and Negotiating Committee, and no Executive officer shall serve as a constituency representative. If a negotiating term is extended beyond the original term of a negotiations constituency representative; and that person is

subsequently elected to another position, that member may hold both positions until negotiations conclude.

6. Nominees for Academic Council Alternates must be Continuing Academic Staff Members.
7. Where no limitations are specified in the bylaws, nominees must be simply members in good standing.

Article 5 Nomination Procedure

5.1 Nominations made prior to the voting require written consent from the nominee.

5.2 Nominations from the floor shall be accepted provided the nominees are present and agree to let their names stand.

Article 6 Voting Method

6.1 The Executive Council shall determine whether paper or electronic ballots will be used. Ballots shall be secure and secret.

6.2 Only Academic Staff Members within a constituency may vote for the representative of that constituency to represent them on the Executive Council.

6.3 In cases where there is only one (1) nominee, the general membership will vote to affirm or deny the appointment of the person to that position.

6.4 Returning Officer shall not vote except in cases of a tie.

6.5 Voting By Printed Ballot

1. Printed ballots shall indicate nominees who have notified intent to run prior to the election meeting and shall provide space for additional nominations from the floor received at election meetings.
2. Elections that use printed ballots shall be conducted at the conclusion of election meetings and shall continue until 4:00 p.m. on the second working day following the election meeting.

6.6 Voting by Electronic Ballot

1. Voting shall commence the first work day after the meeting at which nominations from the floor are accepted and shall continue until 4:00 p.m. on the second working day following the election meeting.
2. Access to electronic voting during the voting period shall be controlled by the Returning Officer.

6.7 Election Outcome

1. In cases where there is more than one nominee, the candidate with the highest number of votes shall be elected.
2. In the event of a tie, the Returning Officer shall cast the deciding vote.
3. In cases where there is only one nominee, a majority of those voting to affirm is required for appointment.

6.8 Results

1. The successful candidates for all offices shall be announced within 5 working days following the close of polls.
2. The results of the election shall be maintained in the Faculty Association office for viewing by members in good standing.
3. The ballots shall be destroyed 30 days after a motion to do so is approved at a general meeting.

Article 7 THE EXECUTIVE OFFICERS

7.1 President

1. Be the official spokesperson of the Association.
2. Appoint a spokesperson when appropriate.
3. Preside over general meetings of the membership and execute the resolutions approved at those meetings.
4. Call and preside over meetings of the Executive Council and Executive Officers and carry out their resolutions.
5. Represent faculty at the Board of Governors
6. Committee membership:
 - (a) Sit as non-voting ex-officio member on all LCFA standing and ad hoc committees unless otherwise specified.
 - (b) Sit as a voting member of the Executive Council in the case of a tie.
 - (c) Sit as a voting member of the Grievance Committee.
 - (d) Sit on the following college committees:
 - i. Academic Council
 - ii. Faculty Professional Development Committee
 - (e) Attend Joint LC/LCFA Officers' meetings.
7. The President shall recommend three members to the Executive Council for the Bylaws Standing Committee.
8. The President shall recommend up to four members to the Executive Council for the Nominating Committee.
9. Supervise LCFA employees.

- (a) Lead the assessment and development of LCFA employee contracts and job descriptions.
 - (b) Provide day-to-day supervision.
 - (c) Appraise performance on an annual basis.
 - (d) Recommend wage modifications to the Executive Council as appropriate.
 - (e) Lead the process of hiring and retaining professionals.
10. Ensure that the minutes of meetings, books and records of LCFA and Executive Council are kept and maintained.
 11. Liaise with LC Executive Officers (Administration).
 12. Liaise with organizations external to the Association.
 13. Respond to breaches of the constitution and bylaws.
 14. Perform responsibilities as required by the Collective Agreement.
 15. Represent LCFA at the ACIFA President's Council Meetings.
 16. Complete the yearly ACIFA/LCFA climate survey
 - a) Ensure that all members of the LCFA have an opportunity each year to fill out the regular ACIFA Climate Survey and LCFA specific questions.
 - b) Submit a written ACIFA/LCFA Climate Survey report at a General Meeting.
 - i. Provide the Lethbridge College Administration/Board of Governors with copies of the questions and results of the ACIFA/LCFA Survey
 - ii. The College President shall receive complete copies of ACIFA/LCFA surveys
 - (c) Board of Governor (BOG) members shall individually receive complete copies of the ACIFA/LCFA surveys mailed to their home address
 - (d) Personal results will be shared with individuals evaluated
 - (e) Supervisors shall receive copies of evaluations for those people they supervise.
 17. Submit an official year-end report of activities for the Annual General Meeting.
 18. Mentor the President-elect from the date the election results are announced, to the start of the new President's term.
 19. Educate and mentor newly elected members of the Executive Council.

7.2 Roles of the Vice-President, Negotiations and Welfare

1. Be the official spokesperson for the Association in all matters related to the process of negotiating and interpreting the Collective Agreement, after being given the mandate by the Executive Council.
2. Appoint a spokesperson when appropriate.
3. Attend meetings of the Executive Council and of the Executive Officers.
4. Chair the Negotiating and Grievance Committees.
5. Submit an official year-end report of activities for the Annual General Meeting.

6. Chairs the following committees:
 - (a) Negotiating Committee with a vote in the event of a tie.
 - (b) Grievance Committees with a vote in the event of a tie.
7. Attend Joint LC/LCFA Officers' meetings.
8. Perform other duties as assigned by the Executive Council or the President.
9. Educate newly elected members of the Negotiations Committee on the language and history of the Collective Agreement and on Grievance and Negotiations procedures.
10. Monitor issues related to the Collective Agreement and work with the Negotiations Committee members and representatives of Administration to seek solutions.

7.3 Roles of the Vice President, Finance

1. Attend Joint LC/LCFA Officers' Meetings.
2. Attend meetings of the Executive Council and Executive Officers.
3. Sit as a voting member on the Faculty Professional Development Committee.
4. Procure the best low risk profile interest rate for long-term assets subject to the clauses included in the Finance section of the bylaws. The investment vehicle chosen shall guarantee against loss of principal.
5. In cooperation with the other Executive Officers prepare an Operating and Negotiating budget for the upcoming year.
6. Present operating and negotiating budgets for preliminary approval at Executive Council.
7. Present operating and negotiating budget proposals for approval at the Annual General Meeting.
8. Submit a full financial report at the Annual General Meeting.
9. Recommend persons to audit or review the financial records at the Annual General Meeting.
10. Negotiate and administer the audit agreement between the Association and the persons selected to audit the financial records of the Association.
11. Provide the Executive Council with monthly updates regarding the financial position of the association during the Academic Year.
12. Ensure that the Association staff keeps accurate books of accounts and financial records which shall be available to the Executive Council at all times.
13. Make the minutes, books and records of the Association available in the LCFA office for members to view.
14. Perform other duties as assigned by the Executive Council or the President.

7.4 Roles of the Vice-President of Administration

1. Exercise the powers and perform the duties of the President in his or her absence.
2. Attend meetings of the Executive Officers and the Executive Council.
3. Act as the Association Parliamentarian.
4. Sit as a voting member on the following College committees:
 - (a) Faculty Professional Development Committee;
 - (b) Professional Standards Committee as Chair; and
 - (c) Occupational Health & Safety Committee.
4. Attend Joint LC/LCFA Officers' Meetings
5. Submit an official year-end report of activities for the Annual General Meeting.
6. Perform other duties as assigned by the Executive Council or the President.

7.5 Roles of the Executive Council Constituency Representatives

1. Attend meetings of the Executive Council and General Meetings.
2. Represent the members of the constituency.
3. Advocate for the members of the constituency at Executive Council in matters related to the Collective Agreement and other College policies.
4. Communicate constituency concerns at Executive Council.
5. Provide liaison between the Executive Council and the members of the constituency.
6. Provide leadership in events and activities sponsored by the Association.
7. Represent the Association and the constituency on Academic Council.
8. Perform other duties as assigned by the President.

7.6 Roles of the Past President

1. The Past President (ex-officio) shall hold this position for one year following the completion of term(s) as President.
2. Perform other duties as mutually agreed upon by Executive Council and the Past President.

Article 8 MEETINGS OF THE EXECUTIVE COUNCIL

8.1 Frequency

1. The Executive Council shall meet as often as necessary, no less than monthly during the academic year, at the discretion of the President.

8.2 Quorum

1. Quorum for the Executive Council meetings shall be one-half of the voting members excluding vacant positions.

8.3 Conduct

1. The conduct of Executive Council meetings shall be governed by the most current edition of Robert's Rules of Order. The Vice-President, Administration or his/her designate, shall act as parliamentarian at all meetings

8.4 Visitors

1. Executive Council meetings are open to invited members who may attend with voice but no vote.

Article 9 FINANCES

9.1 Membership Fees

1. Membership fees are not refundable.
2. Membership in the Association is maintained by a monthly payroll deduction.
3. The Faculty Association fees or any changes to the fees are determined by Executive Council and approved by the General Membership.

9.2 Levies

1. Levies may be applied from time to time to raise funds in fiscal emergencies.
2. Levies shall be enacted by a majority vote at a General Meeting.

9.3 Approval

1. No committee or its members shall spend Association monies, enter into contractual agreements, or incur debts in the name of the Association without the prior approval of the Executive Council.
2. Any member of Executive Council may move a motion that approval for items referred to in 9.3.1 be subject to vote at a General Meeting for approval.
 - (a) Approval of this motion by a meeting of the Executive Council convened under these bylaws shall result in the matter being put to a vote at the next General Meeting.

9.4 Cheques and other financial instruments

1. All cheques and other financial instruments to be executed on behalf of the Association shall, in the normal course of business, be executed by the President and Vice-President, Finance. Alternatively, cheques and other financial instruments may be executed by any two of the following: President, Vice-President, Finance; Vice-President, Administration; Vice-President, Negotiations; or Faculty Relations Officer.
2. Acquiring, Borrowing and Disposition powers
 - (a) The Association may borrow money, acquire and dispose of real and personal property on approval by the membership.
3. The purchase of real property must be approved by two thirds of the members at the Annual General Meeting or a Special Meeting called for that purpose.

4. The Executive Council may incur indebtedness in the name of the Association, and the giving of security in respect thereof, provided that the loans are to be repaid within one year from the date of the loan.
5. Debts of the Association that will be repaid more than one year from the date of the loan, and the giving of security in respect thereof, may not be applied for until a motion outlining the details of the loan and the giving of security is approved by two-thirds of the members in attendance at a General Meeting. The written notice of the General Meeting shall provide a detailed explanation of the loan.

9.4 Expenditures

1. Expenditures cannot exceed the total budgeted amount as approved at the Annual General Meeting, unless an additional sum of money to cover the expenditures in excess of the budgeted amount is approved at a General Meeting.

9.5 Financial year

1. The financial year shall be from July 1 of one year to June 30 of the next year.
2. Audit
 - (a) At the Annual General Meeting, the members shall appoint persons to audit the Association accounts for the subsequent financial year.

9.6 Investments

1. The funds held by the Association shall be invested only in the following types of securities:
 - (a) Deposits insured by the Canada Deposit Insurance Corporation
 - (b) Deposits fully guaranteed by the federal government, or
 - (c) Deposits fully guaranteed by the provincial government.

9.7 Core Labour Relations Functions

1. LCFA expenditures will be limited to those activities directly related to collective bargaining and the representation of members, as per the Alberta Labour Relations Code Section 26.1(b)(i) and its regulations. These activities are defined as “core labour relations functions,” and will not be subject to dues election provisions in Alberta’s Labour Relations Code.
2. Any activities falling outside those describe in 9.7.1 will be approved at an Annual General Meeting as part of Annual Budget approvals, and members will be notified in writing of any such expenditure for the purposes of dues elections.

9.8 Defense Fund

1. The Association shall maintain membership in the ACIFA Defense Fund under the terms and conditions of that fund until such time as the LCFA membership votes by majority at the Annual General Meeting to discontinue contributing to the ACIFA Defense Fund, or the ACIFA Defense Fund ceases to exist.

2. The Association shall maintain a Defense Fund as restricted funds to be used for costs associated with a labour dispute between the LCFA membership and the Lethbridge College.
 - (a) Contributions to the Defense Fund will be derived from a designated portion of faculty dues revenue, to be set against the annual budget expense as per the budget that is approved at the Annual General Meeting.
 - i. Defense Funds will be held through a separate and distinct financial instrument and will not be used for general revenue.
 - ii. Defense Funds will be held in guaranteed investments that do not put the principal contributions at risk.
3. Allocation and distribution of Defense Funds will be in accordance with the Terms of Reference established by Executive Council.
4. Should the Defense Fund be dissolved for any reason, monies in the Defense Fund shall be distributed to LCFA members according to the Terms of Reference established by Executive Council.

9.9 Dissolution of the Association

1. On dissolution of the Association the assets of the Association will be sold. The obligations of the Association will be paid and the remaining funds will be equally divided amongst the people who were members of record within the previous 24 months.

Article 10: HONORARIA AND RELEASE TIME

10.1 General Principles

1. Service to the Faculty Association is voluntary. Members are not directly paid by the FA except as outlined in 17.04.2, special circumstance for casual members serving on the Negotiations Committee.
2. The Faculty Association negotiates release time from other College-assigned duties so that members have time for Faculty Association business.
3. Honoraria shall be paid in May.
4. Members who do not complete their full term shall be paid on a pro-rated basis with final determination of the amount made by the Vice President of Finance.
5. Honoraria as approved by the members at a General Meeting that are not specifically referenced in the bylaws may be paid to members who have served the Association.

10.2 Specific Honoraria and Release Time

1. President
 - (a) The President of the Association shall receive one-half release time from contractual workload to carry out the duties of this office. No monetary compensation shall be provided to the president in lieu of release time.
 - (b) The President will receive an honorarium of \$1,500 cash per Academic year.

- (c) The President shall not receive additional release time or compensation for duties on any committee.
2. Vice Presidents
 - (a) The Vice Presidents Finance and Administration will each receive release time for three credits (3) or three (3) instructional hours per week of normal workload in each academic term to a maximum of two terms per year, whichever is less.
 - (b) The Vice President, Negotiations and Welfare will receive release time for six credits (6) or six (6) instructional hours per week of normal workload in each academic term to a maximum of two terms per year, whichever is less.
 - (c) Vice Presidents shall not receive monetary compensation in lieu of release time.
 - (d) Vice Presidents shall not receive additional release time or compensation for duties on any committee unless it is approved the membership at a meeting of the members.
3. Executive Council Constituency Representatives
 - (a) Constituency representatives shall receive an honorarium of \$25 for each meeting attended, to a maximum of \$100 per academic year.
4. Negotiating Committee Members
 - (a) Members of the negotiating committee will receive release time for each term during contract negotiations to a maximum of two (2) terms.
 - i. for the purposes of calculating Negotiating Committee release time, it would encompass a semester preceding the expiration of the current Collective Agreement and the subsequent semester.
 - (b) Each release will be for three (3) instructional hours.

Article 11: RESIGNATIONS AND VACANCIES

11.1 Notice of Resignation

1. Members wishing to resign from Executive Council or committee membership shall submit written and signed resignations. They take effect the date the written resignation is received and acknowledged by the President or his/her designee. The President or his/her designee shall then inform the Executive Council prior to informing the general faculty membership. In the case of a President resigning, he/she shall inform the Vice President of Administration.
2. The Association shall not accept any partial or conditional resignations. Where extraordinary situations or circumstances occur, the Executive Council shall, with the approval of the membership, define short-term positions with well-articulated terms of reference and appropriate stipends, as applicable.

11.2 Resignation of the President

1. If the President of the Association resigns, the resigning President shall be eligible for the office of Past President only by a favourable majority vote of the Executive Council.

11.3 Resignation of the Past President

1. The Past President may resign from the Executive Council and will not be replaced.

11.4 Vacancy on the Executive Council

1. If an elected position on Executive Council is vacant for any reason, the Executive Council may fill the vacancy by appointment or by-election, except in the case of the President in which case the vacancy shall be filled by the Vice-President, Administration until the next Annual General Meeting, whereby an election will occur.

11.5 Vacancy on a Committee

1. If a vacancy occurs on any standing committee between elections, the office shall be refilled through a by-election at the earliest possible date. The successor shall sit for the balance of the unexpired term.

Article 12 INTERNAL DISPUTE RESOLUTION

12.1 When an Association member wishes to bring forth a matter of concern regarding the business of the association, the following process will be adhered to:

1. The Association member shall speak to the President about his/her concerns.
 - (a) In the event the Association member does not feel comfortable bringing concerns to the President, concerns may also be presented to the Vice-President Administration.
2. The President may take appropriate action or refer the matter to the Executive Council.
3. Following this process, if the member is dissatisfied with the outcome, he/she shall provide the President with a written request to have the matter addressed at the next General Meeting.
4. The membership may take whatever action is deemed appropriate within established bylaws or the Collective Agreement.
5. Any matter that cannot be resolved internally shall be referred to arbitration under the Arbitration Act of the Province of Alberta.

Article 13 RECORDS OF THE ASSOCIATION

13.1 Preparation and Custody of Records

1. The President will be responsible for the accurate preparation of the minutes of General and Executive Council meetings, records and financial documentation of the association.
2. The President may delegate this responsibility to the LCFA staff.
3. These shall reside in the LCFA office under the President's custody.

13.2 Inspection of Records of the Association

1. Members have the right to inspect the minutes of General meetings, minutes of the Executive Council meetings, records and financial documentation of the Association.
2. The President shall provide access to the documents in the LCFA Office within three (3) working days after receiving written notice.
3. The written notice shall identify the specific documents required.

Appendix A – Major Areas of the College for the Purposes of Constituencies

Andrews (AN) & Phys-Ed (PE) (minus Early Childhood, Ed Assistants, CJ DLs)

For the purposes of equity, the faculty from the following programs/groups will be added to other constituencies as per below:

Early Childhood Education

Educational Assistant

Distance Learning Instructors for Criminal Justice

Cousins (CB) & Centre Core (CE)

Educational Assistant Faculty will be included in this constituency.

Instructional Building (IB)

Distance Learning Faculty in Criminal Justice will be included in this constituency.

All General Studies Faculty without assigned office space will be placed in this constituency.

Paterson (PA)

Technologies (TE) & Lakeshore Campus

Early Childhood Education Faculty will be included in this constituency.

Technologies & Trades (TT) & Construction Trades (TR)