LCFA
LETHBRIDGE COLLEGE FACULTY ASSOCIATION
CONSTITUTION AND BY-LAWS

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CONSTITUTION

ARTICLE 1 NAME OF THE ASSOCIATION

1.01 The name of the academic staff association established for Lethbridge College, pursuant to the Post Secondary Learning Act, is the Lethbridge College Faculty Association, abbreviated as LCFA.

ARTICLE 2 PURPOSES OF THE ASSOCIATION

The purposes of the LCFA are the following:

2.01 To act as the exclusive bargaining agent for LCFA in the negotiation of a Collective Agreement and other related agreements

2.02 To ensure compliance with the terms and conditions of the Collective Agreement and other related agreements;

2.03 To represent members in all matters regarding conditions of employment, bound by the Duty of Fair Representation (See Appendix F);

2.04 To foster professionalism and excellence in members;

2.05 To foster productive relationships between the Association and other Lethbridge College organizations;

2.06 To act within the framework provided by the Association's Mission Statement, Values Statement, and Ethical Guidelines;

2.07 To support the Alberta Colleges and Institutes Faculty Association (ACIFA);

2.08 To exercise best judgment in all matters.

ARTICLE 3 MEMBERSHIP

3.01 Scope

Membership in the association shall consist of all individuals who have been designated as Lethbridge College academic staff.

3.02 Definition

A "member" is a person within the membership of LCFA who is in good standing.

3.03 Membership Rights

Members may enter into discussion with any person without fear of reprisal from the Association, the Executive Council, or any committee or committee members providing they do not imply that they are speaking on behalf of the LCFA unless designated to do so.

3.04 Rights of Representation

3.04.1 A member's rights of representation by the Association will cease 90 days after the effective date of termination of employment at Lethbridge College.

3.04.2 In event of a grievance procedure being initiated on behalf of a member by LCFA, rights of representation cease 90 days beyond

the conclusion of the grievance procedure or any legal action arising there from.

3.05 Fees

Membership fees will be deducted at a rate determined at an Annual General Meeting and shall be recorded in the bylaws.

ARTICLE 4 THE EXECUTIVE COUNCIL

4.01 Mandate

4.01.1 The Executive Council shall manage the affairs of the association, establishing by majority vote policies in agreement with the constitution and by-laws for the operation and regulation of the Association.

4.01.2 The Executive Council has fiduciary responsibility for the Association; that is, the Executive acts for the benefit of the membership and holds association assets in trust.

4.01.3 The Executive Council may establish committees and appoint representatives to joint committees as deemed necessary for the effective management of the Association.

4.01.4 The Executive Council shall, in the bylaws, establish regulations, procedures, and controls with respect to the management of the Association's finances.

4.02 Composition of the Executive Council

4.02.1 The Executive Council shall consist of:

4.02.2 The Executive Officers, who must be Continuing Full Time Academic Staff Members in good standing

4.02.3 Six (6) constituency representatives, who must be Academic Staff Members in good standing

4.02.4 The Past President (ex-officio)

4.02.5 Faculty Relations Officer (ex-officio)

4.03 The Executive Officers

4.03.1 The Executive Officers of the association shall be

4.03.1.1 The President

4.03.1.2 The Vice-President, Administration

4.03.1.3 The Vice-President, Negotiations and Welfare

4.03.1.4 The Vice President, Finance

4.03.2 Terms of Office

4.03.2.1 The President, V.P., Administration, and V.P., Finance: 2-year term. The President, V.P., Administration, and V.P., Finance shall be elected for two-year terms of office at the Annual General Meeting. Every effort will be made to ensure that there is continuity by alternating the terms of office commencing July 1in the year that they are elected.

4.03.2.2 The V.P., Negotiations: variable-length term.

4.03.2.3 The V.P., Negotiations shall be elected after the ratification of a Collective Agreement, and shall serve until the next election for V.P., Negotiations following ratification of the

subsequent Collective Agreement, as specified in Appendix E.

4.03.3 Term Limits

4.03.3.1 All Executive Officers may be re-elected to their positions for a second consecutive term. No member shall hold any one Executive officer position for more than two consecutive terms.

4.04 The Executive Council Constituency Representatives

4.04.1 Constituency representatives to the Executive Council shall be elected for a 2-year term commencing July 1 in the year they are elected.

4.04.2 Constituency representatives shall:

4.04.2.1 Represent constituencies in a manner consistent with the Bylaws of the Association.

4.04.2.2 Use the Purposes of the Association as guidance in fulfilling their duties.

4.05 Faculty Relations Officer

4.05.1 There shall be a Faculty Relations Officer employed by Executive Council who shall be chief administrative officer of the Association.

4.05.2 The President shall supervise the Faculty Relations Officer.

4.05.3 The Faculty Relations Officer duties and terms of service shall be articulated in a written contract negotiated between the Faculty Relations Officer and the Association.

4.05.4 The Faculty Relations Officer shall be an ex-officio member at meetings of Officers, Executive Council, Negotiations Committee, Grievance Committee and other meetings related to Association business.

4.05.4.1 Represent the Association subject to the authority of the President.

4.05.4.2 Support the Purposes of the Association in matters concerning the members of Association in matters related to the Collective Agreement and other College policies.

4.06 Voting Rights

Members of the Executive Council shall not hold more than 1 voting position on the Executive Council.

4.07 Indemnity

Members of the Executive Council shall be indemnified out of the funds of the association from all costs, charges, and expenses sustained in any action or suit resulting from actions undertaken on the behalf of the Association. This does not include acts of willful neglect or willful default.

4.08 Authority

4.08.1.1 The final authority of the Association shall rest with the general membership.

4.08.1.2 The President shall not legally bind the Association without authorization from the Executive Council and approval of the General Membership.

4.08.1.3 Changes to the Collective Agreement and the Appendices to the Collective Agreement or modifiers to the Collective Agreement will be ratified by the General Membership prior to signature by the President.

4.08.1.4 When extraordinary circumstances arise, the Executive Officers shall have the power to take action as appropriate in matters related to the Faculty Association so long as such actions are not inconsistent with the Constitution and Bylaws. Faculty Members shall be notified by email within ten (10) working days.

4.09 Spokesperson

The President or designee is the official spokesperson of the Association

ARTICLE 5 CONFLICT OF INTEREST

5.01 Definition

5.01.1 A conflict of interest refers to any situation in which members serving in a Faculty Association capacity are in a position to exploit their official capacity in some way for their personal or departmental benefit to the detriment of the interests of the Faculty Association.

5.01.2 Speaking for the interests of a constituency which the member represents does not constitute a conflict of interest, even if the member would benefit from any changes made for that constituency.

5.02 General Principles

5.02.1 Conflicts of interest are natural and to be expected.

5.02.2 Members have an ethical responsibility to consider and declare possible conflicts of interest

5.02.3 The existence of a conflict of interest may not, in and of itself, be evidence of wrongdoing; however, even the perception of conflict of interest can result in a lack of trust in the member's service.

5.03 Procedures to mitigate conflict of interest

5.03.1 Self-disclosure:

5.03.1.1 A member who believes his personal interests or employment duties may place him in a conflict with Faculty Association affairs must declare the potential conflict to the group in which he/she serves.

5.03.1.2 If the group on which the member serves agrees that a conflict exists, the group must require the member to remove him/herself from the group while discussions and decisions are being made around the point of conflict.

5.03.1.3 The member may voluntarily elect to remove him/herself from the group or from the specific proceedings where

he/she believes conflict exists even if the group does not require it.

5.03.2 Third Party Disclosure

5.03.2.1 If any Faculty Association member believes that a member of a group may be in conflict of interest even though no conflict of interest has been self-disclosed, the member may ask the group to consider whether or not the named member is actually in conflict.

5.03.2.2 The member challenged with conflict of interest may remain to address the perceived conflict of interest.

5.03.2.3 If the group agrees that a conflict of interest exists, the group on which the member serves must require the member to remove him/herself from the group while discussions and decisions are being made around the point of conflict.

5.04 Special Circumstances

5.04.1 In the special instance where the member's declaration of conflict and subsequent withdrawal lead to a lasting reduction in membership of a group, the Executive Council shall either appoint a replacement who will serve until the conflict of interest is resolved or call an election, whichever is appropriate.

5.04.2 Should a group be unable to resolve conflict of interest issues, the Executive Council may recommend the termination of the member held to be in conflict from that group. Approval of the general membership is required.

ARTICLE 6 MEETINGS

6.01 General Meetings

6.01.1 Members shall receive notice of 3 general meetings per year by August 30 of each year, one meeting to occur in the fall, one at mid-winter, and one the Annual General meeting in the Spring.

6.01.2 When required, the President or designee may call a meeting with a minimum of 1 working day's written notice to the membership.

6.02 Annual Meetings

The Annual Meeting shall be scheduled for March or April, with at least 10 working days written notice.

6.03 Special Meetings

6.03.1 Upon receipt of a petition signed by at least 10 members, the President or designee shall convene a Special Meeting within 5 working days.

6.03.2 Each page of the petition shall contain the stated petition along with the printed names of the petitioners with their corresponding signatures.

6.03.3 Written notice shall be provided to the membership at least 2 working days prior to the meeting.

6.03.4 If the issue at hand presents a conflict of interest for the President, the members present shall elect a chair pro tem.

6.03.5 Business at the Special Meeting shall be limited to the issues raised in the petition.

6.04 Pre-Ratification Meetings

6.04.1 Upon the recommendation of the Negotiating Committee, the President shall convene a meeting within 10 working days.

6.04.2 Any modification to the Collective Agreement shall be ratified by the general membership.

6.04.3 The members shall be provided written notice at least 5 working days before the pre-ratification meeting. Documents presented with the notice shall include the exact language and rationale for proposed Collective Agreements, Appendixes, or Letters of Understanding.

6.05 Written Notice

6.05.1 Notice will contain the information required to understand the purpose of the meeting.

6.05.2 Notice shall be distributed to each member electronically or by personal mail.

6.05.3 Minor errors or omissions shall not invalidate the notice.

6.06 Quorum

6.06.1 The quorum required for General, Annual and Special Meetings shall be 20 members; for Ratification meetings, 50 members.

6.06.2 If quorum is not reached for any General, Annual, Special or Pre-Ratification Meeting:

6.06.2.1 The meeting shall adjourn after all items for information have been presented;

6.06.2.2 The membership shall receive at least 5 working days written notice of the reconvened meeting;

6.06.2.3 Members present at the reconvened meeting shall constitute quorum.

6.07 Rules of Conduct

The most current edition of Robert's Rules of Order shall be the organization's parliamentary authority for meetings. The Vice-President, Administration or designee shall act as parliamentarian at meetings.

6.08 Approval of motions

Motions are approved by majority vote of those present except for

6.08.1.1 Motions to alter the Constitution and Bylaws, which require a 2/3 vote of those members present.

6.08.1.2 When a motion is passed to vote by secret ballot over a period of 48 hours.

ARTICLE 7 AMENDMENTS

7.01 Amendments to the Constitution

7.01.1 The Constitution shall only be altered by a motion passed by not less than 2/3 of the members in attendance at an Annual Meeting.

7.01.2 A written notice of motion shall be presented at a General Meeting at least 20 working days prior to the Annual Meeting.

7.01.3 The written notice of motion will provide the exact language of the proposed amendment and rationale for the change.

7.02 Amendments to the Bylaws and Appendices

7.02.1 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.

7.02.2 A notice of motion shall be presented at a General Meeting.

7.02.3 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.

7.02.4 The written notice of motion will provide the exact language of the proposed amendment and rationale for the change.

ARTICLE 8 APPENDICES TO THE CONSTITUTION

APPENDIX A LCFA Mission Statement

Our Mission is to serve our members through contract negotiation and advocacy to build academic recognition through collaboration, mutual respect, and professional excellence.

APPENDIX B LCFA Values Statements

B.1 MEMBERSHIP

We believe that every individual instructing in credit courses or counseling for the LC should be a member of the LCFA. In this way, all academic staff members are involved in decisions that may affect or influence their employment situation at the LC, and an equitable situation would exist for all. The participation and membership of all academic staff in the LCFA are beneficial to each individual academic staff member, to the LCFA as a cohesive group, and to the instructional climate of the LC as an educational institution.

B.2 Professionalism:

We believe that any individual instructing in any form, or counseling for the LC have the appropriate level of certification and education. This fosters professionalism, promotes confidence in the credentials of our academic staff members, and pride in our academic and technical abilities.

B.3 Staffing Model

We believe and support that where there is a full workload available, the work be carried out by Continuing Full Time Academic Staff Members. This includes all individuals that instruct, lead, test, counsel or develop courses that result in credits on college transcripts. It is recognized that temporary part-time instructors may be required at times, however, by very virtue of their casual relationship to the college, these employee numbers will be kept to a minimum. High productivity, trust and an excellent educational climate will be achieved by the LC by having all academic staff members paid on an equitable basis.

B.4 Salary, Grid And Placement

We support the principle of equal pay for equal work. We believe and support that there be one salary grid applied to all academic staff. This grid will reflect not only appropriate salaries, but also categories contained in similar colleges' grids in Alberta. Placement on the grid will be based upon the individual's experience and education and will be equitable for all academic staff members. This will properly compensate the existing academic staff members and also attract those who are leaders in their fields to our institution.

B.5 Workload

We believe and value our profession as instructors and wish to ensure an instructional workload which allows time for adequate preparation of lectures, lessons, handouts, audio-visual materials, projects, practicums, field trips, labs, student help, course revisions, and the marking of exams, abstracts, projects, essays, tests and other related instructional work. An assignable workload for academic staff members would only be made where time permits beyond the instructional workload and will involve program development, administration,

PLA, challenge exams, career counseling, college committees and special projects. Release time and remuneration will be made when assignable workload is undertaken. Workloads should be fair and equitable across all divisions, centres and programs.

B.6 Benefits

In the interest of fairness, equity and justice, we believe in and support the availability of benefits and pension to all academic staff members. Benefits and pension are a significant remuneration to academic staff. Appropriate benefits and pension serves to improve the quality of academic staff by meeting the needs of existing staff and inducing quality individuals to seek employment at LC.

B.7 Professional Development

We believe and support ongoing professional development of all forms for all academic staff members. These professional development activities allow academic staff members to acquire theoretical changes, applied aspects and technical advances to their professional fields. This is vital to the educational framework for our students at LC and to the credibility and standing of our college among other similar educational institutions.

B.8 Working Environment

We support and recognize that all academic staff members have committed careers; and they devote time, creativity and energy to the education of our students, to the climate and well-being of the college as a whole, and to the college's role in our community. We honour and respect each and every academic staff member in whatever capacity they instruct. The working and learning environment should be healthy, safe and one that practices natural justice in all college activities. This human environment and administrative process must recognize individual worth while practicing the principles of fair treatment. To this end, if a redundancy should occur, there be significant notice and financial support provided. Additionally, early retirement or severance incentive will be available on a consistent, fair and equitable basis.

B.9 FLEXIBILITY:

We recognize those situations in our lives that may mean a temporary change be needed in the workload of a colleague. This consideration will be given, supported, and fostered not only for the well-being of the individual, but also the students and the college as a healthy institution. To this end, we believe and support that the academic staff members who request a less-than-full instructional load for a period of time, be given this opportunity with benefits and pension.

APPENDIX C Statement Of Principles

C.1 We encourage our membership to adhere to these principles

C.1.1 Faculty support the College mission, mandate and values.

C.1.2 Faculty work with members of the College community in a collegial atmosphere.

C.1.3 Faculty abide by the policies and procedures established for the orderly conduct of College affairs. They seek changes, which would in their judgment, improve the College. Such matters are directed through the proper channels and final decisions are accepted.

C.1.4 Faculty are honest in fulfilling their College work assignments.

C.1.5 Faculty members owe their first and best professional efforts to the College. They do not engage in activities, which adversely affect the quality of their professional service and act in a manner which maintains the honour and dignity of the profession.

C.1.6 Faculty use professional judgment in disclosing to their appropriate administrator all known and/or potential conflicts of interest involving their students and/or other parties.

C.1.7 Faculty support the LCFA constitution, by-laws, policies and the Collective Agreement. They rely on the LCFA as the negotiating agent for all items governed by this agreement. Faculty honour and uphold all verbal and written commitments respecting their professional responsibilities and obligations.

C.1.8 Faculty provide input into governance issues, management decisions, working conditions and the allotment of resources, materials and services.

C.1.9 Faculty actively help and encourage their colleagues in their professional development and in their work on divisional and College objectives. Faculty are fair and objective in their dealings with each other. Faculty do not undermine the confidence of the community in the College.

C.1.10 Faculty avoid public criticism of a colleague. Attempts to resolve professional relationship disputes are made by approaching the colleague first and trying to solve the problem through personal discussion. If the issue is not resolved, the proper administrative channels will be followed.

C.1.11 Faculty remain current in their respective disciplines and in teaching, counseling and research. Faculty have, within the limits of the law, the freedom to teach, investigate, and speculate. Faculty encourage the free exchange of ideas.

C.1.12 Faculty respect the dignity and rights of all persons without prejudice. Faculty communicate with students in a clear and timely manner, detailing their methods and expectations. Teaching faculty advise students at the beginning of each course about the content of the course, the methods of evaluation, the determination of final

grades and the availability of out-of-class assistance. They provide prompt and objective review of students' work.

C.1.13 Faculty members should not divulge information about a student received in confidence or in the course of professional duties except as required by law or where, in the judgment of the faculty member, to do so is in the best interest of the student.

C.1.14 In instances where interpretation of this document is required the matter will be brought to the attention of the Executive Officers of the Faculty Association and, at the President's discretion, may be addressed by an existing or an ad hoc committee.

BY-LAWS

ARTICLE 9 DEFINITIONS

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

9.01 *Academic Staff Member is an employee designated as an Academic Staff Member by the Board.*

9.02 *Ad hoc committee* shall refer to a committee struck with a specific mandate that disbands once the concern is addressed; a temporary committee.

9.03 *Continuing Part Time Academic Staff Member* shall refer to a part-time employee in a continuing position working between 50% to 100 % of a Continuing Full Time Academic Staff Members instructional load.

9.04 *Agent-principal relationship s*hall 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.

9.05 *Agreement or Collective Agreement* shall mean the current Collective Agreement between the Association and the Board.

9.06 *Board or Board of Governors* shall mean the Board of Governors of Lethbridge College or its administrative designates.

9.07 *Casual 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.

9.08 *Continuing Full Time Academic Staff Member* shall refer to a full time employee in a continuing position.

9.09 *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.

9.10 *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.

9.11 *Designated staff* shall mean those individuals employed by the College in an academic position designated by the Board.

9.12 *Due process* shall refer to an established course for proceedings designed to safeguard the legal rights of the individual.

9.13 *Executive Council* shall refer to the Executive Officers, the Past President and the Executive Council Constituency Representatives.

9.14 *Executive Officers* shall refer to the President and the three Vice-presidents of the Association

9.15 *Ex-officio member* shall mean a non-voting member of a committee who is a member by virtue of holding some particular office. An ex-officio member has all the other privileges but none of the obligations of membership.

9.16 *Faculty Relations Officer* shall refer to the primary administrative employee of the Association.

9.17 *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.

9.18 *LCFA or Association* shall mean the Lethbridge College Faculty Association.

9.19 *LC or College* shall mean the Lethbridge College.

9.20 *Member in good standing* shall indicate members whose Association dues are paid to date.

9.21 *Quorum* shall refer to the minimum number of people who must be physically present at a meeting in order for decisions to be binding.

9.22 *Standing committee* shall refer to a permanent committee that meets regularly to discuss matters of on-going concern

9.23 *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.

9.24 *Term-certain Staff Member* shall refer to a Continuing full time or Continuing Part Time Staff Member contracted for a specific term.

9.25 *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 10 LCFA COMMITTEES

10.01 Mandate

Committees shall be established by the Executive Council in accordance with Article 4.01(c) 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.

10.02 Membership

Committee members must be members in good standing.

10.03 Committee Charters

10.03.1 All committees established by the Executive Council shall have a charter with the following articles:

10.03.1.1 Mandate

10.03.1.2 Composition

10.03.1.3 Method of Selection

10.03.1.4 Terms of Office
10.03.1.5 Operational Principles
10.03.1.6 All ad hoc committees shall have a sunset clause.

10.03.2 Committee charters shall reside with the Executive Council who shall regularly review the charter and the membership for every committee.

10.04 Orientation for the Members of the Executive Council and the Negotiating Committee

10.04.1 Following the Annual General Meeting, but prior to the commencement of the fall semester, the previous and incumbent members of the Executive Council and the Negotiating Committee will conduct a joint orientation process for incoming committee members. The orientation shall follow the Orientation Plan as articulated in Appendix F.

10.05 Authority

10.05.1 Committees and committee members do not have the authority to undertake any activity on behalf of the Association without authorization from the Executive Council.

10.05.2 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.

10.05.3 Notwithstanding, every standing committee has an obligation to keep the Executive Council fully informed of all committee activities.

10.05.4 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:

10.05.4.1 Motion of Support --endorses the ongoing activity.
10.05.4.2 Motion of Acknowledgment --receives a report for information.
10.05.4.3 Motion to Recommend--to offer advice to a committee without prejudice
10.05.4.4 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.
10.05.4.5 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.

10.05.5 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.

10.06 Spokespersons

10.06.1 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.

10.06.2 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.

10.06.3 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.

10.07 LCFA Standing Committee Membership

10.07.1 Negotiating Committee Membership –Ten (10) positions:

10.07.1.1 VP Negotiations (Chair)

10.07.1.2 President (ex-officio)

10.07.1.3 Faculty Relations Officer (ex-officio)

10.07.1.4 Seven (7) Staff Members elected for two variable-length terms

- Six (6) Continuing Full Time or Continuing Part Time Faculty Members representing constituency areas
- One (1) member at large representing non-continuing Faculty.

10.07.1.5 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.

10.07.2 Grievance Committee Membership

10.07.2.1 2 standing positions: President, VP Negotiations and Welfare

10.07.2.2 Faculty Relations Officer (ex-officio)

10.07.2.3 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.

10.07.2.4 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.

10.07.2.5 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.

10.07.3 Bylaws Standing Committee:

Eight (8) positions: The President as Chair (ex-officio), three (3) appointed: members, three (3) members elected for 2 year terms and the Faculty Relations Officer (ex-officio).

ARTICLE 11

REPRESENTATION ON JOINT COMMITTEES AND BOARD

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

11.01.1 Board of Governors: 1 member, elected for a 2 year term

11.01.2 The elected Board of Governors Representative will be appointed to the Board by ministerial appointment after formal recommendation by the President.

11.01.3 Academic Council: 7 members from the Executive Council.

11.01.4 Respectful Campus Committee 1 position, elected annually.

11.01.5 Foundation Representative: 1 member, elected annually.

11.01.6 Faculty Professional Development Committee: 3 members appointed from the Executive Officers.
11.01.7 Occupational Health & Safety Committee: 3 members, elected annually.
11.01.8 Professional Standards Committee: Vice President Administration, two (2) members elected annually and the Faculty Relations Officer (ex-officio).
11.01.9 Student Appeal Committee: 2 members, elected annually.
11.01.10 Student Appeal Alternate: 1 member elected annually.

ARTICLE 12 ELECTIONS

12.01 Qualifications of Nominees
12.01.1 13.01.1All nominees must be members in good standing
12.01.2 13.01.2Nominees for any Executive officer position and for the Board of Governors Representative must be Continuing Academic Staff Members.
12.01.3 13.01.3Nominees for the Executive Council Constituency Representative positions must be Continuing Academic Staff Members from the constituencies they wish to represent.
12.01.4 Nominees for the Negotiations Committee
12.01.4.1 Nominees for the Negotiations Committee must be Continuing Academic Staff Members from the constituencies they wish to represent.
12.01.4.2 Term Certain or Casual Academic Staff Members are eligible to be nominated to represent all Casual and Term Certain members. In the event that no Term Certain or Casual Academic Staff Members let their names stand, Continuing Academic Staff Members may run for this position.
12.01.5 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.
13.01.6 Nominees for Academic Council Alternates must be Continuing Academic Staff Members.
13.01.7 Where no limitations are specified in the by-laws, nominees must be simply members in good standing.
13.02 Nomination Procedure
13.02.1Nominations made prior to the voting require written consent from the nominee.
13.02.2Nominations from the floor shall be accepted provided the nominees are present and agree to let their names stand.
13.03 Voting Method

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

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

13.03.3 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.

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

13.04 Voting By Printed Ballot

13.04.1 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.

13.04.2 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.

13.05 Voting by Electronic Ballot

13.05.1 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.

13.06 Election Outcome

13.06.01 In cases where there is more than one nominee, the candidate with the highest number of votes shall be elected.

13.06.2 In the event of a tie, the Returning Officer shall cast the deciding vote.

13.06.3 In cases where there is only one nominee, a majority of those voting is required for appointment.

13.07 Results

13.07.1 The successful candidates for all offices shall be announced within 5 working days following the close of polls.

13.07.2 The results of the election shall be maintained in the Faculty Association office for viewing by members in good standing.

13.07.3 The ballots shall be destroyed 30 days after a motion to do so is approved at a general meeting.

ARTICLE 13 THE EXECUTIVE OFFICERS

13.01 Roles of the President

13.01.1 Be the official spokesperson of the Association

13.01.2 Appoint a spokesperson when appropriate.

13.01.3 Preside over general meetings of the membership and execute the resolutions approved at those meetings.

13.01.4 Call and preside over meetings of the Executive Council and Executive Officers and carry out their resolutions.

13.01.5 Committee membership:

13.01.5.1 Sit as non-voting ex-officio member on all LCFA standing and ad hoc committees unless otherwise specified.

13.01.5.2 Sit as a voting member of the

13.01.5.2.1 Executive Council

13.01.5.2.2 Grievance Committee

13.01.5.3 Sit on the following college committees:

13.01.5.3.1 Academic Council

13.01.5.3.2 Academic Council Executive

13.01.5.3.3 Faculty Professional Development Committee

13.01.5.4 Attend Joint LC/LCFA Officers' meetings.

13.01.5.5 The President shall appoint 3 members to the Bylaws Standing Committee and up to four members to the Nominating Committee

13.01.5.6 Supervise LCFA employees

13.01.5.6.1 Lead the assessment and development of LCFA employee contracts and job descriptions

13.01.5.6.2 Provide day-to-day supervision.

13.01.5.6.3 Appraise performance on an annual basis.

13.01.5.6.4 Recommend wage modifications to the Executive Council as appropriate.

13.01.5.6.5 Lead the process of hiring and retaining professionals

13.01.6 Ensure that the minutes of meetings, books and records of LCFA and Executive Council are kept and maintained.

13.01.7 Liaise with LC Executive Officers (Administration)

13.01.8 Liaise with organizations external to the Association.

13.01.9 Respond to breaches of the constitution and bylaws.

13.01.10 Perform responsibilities as required by the Collective Agreement.

13.01.11 Represent LCFA at the ACIFA President's Council Meetings.

13.01.12 Complete the yearly ACIFA/LCFA climate survey

13.01.12.1 Ensure that all members of the LCFA have an opportunity each year to fill out the regular ACIFA Climate Survey and LCFA specific questions.

13.01.12.2 Submit a written ACIFA/LCFA Climate Survey report at a General Meeting.

13.01.12.3 Provide the Lethbridge College Administration/ Board of Governors with copies of the questions and results of the ACIFA/LCFA Survey. Distribution will be as follows:

- The College President shall receive complete copies of ACIFA/LCFA surveys
- Board of Governor (BOG) members shall individually receive complete copies of the ACIFA/LCFA surveys mailed to their home address
- Personal results will be shared with individuals evaluated
- Supervisors shall receive copies of evaluations for those people they supervise.

13.01.13 Submit an official year-end report of activities for the Annual General Meeting.

13.01.14 Mentor the President-elect from the date the election results are announced, to the start of the new President's term.

13.01.15 Educate and mentor newly elected members of the Executive Council.

13.02 Roles Of The Vice-President, Negotiations and Welfare

13.02.1 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.

13.02.2 Appoint a spokesperson when appropriate.

13.02.3 Attend meetings of the Executive Council and of the Executive Officers.

13.02.4 Chair the Negotiating and Grievance Committees.

13.02.5 Submit an official year-end report of activities for the Annual General Meeting.

13.02.6 Sit as a voting member on the following committees:

13.02.6.1 Negotiating Committee

13.02.6.2 Grievance Committees

13.02.6.3 Faculty Professional Development Committee

13.02.7 Attend Joint LC/LCFA Officers' meetings

13.02.8 Perform other duties as assigned by the Executive Council or the President.

13.02.9 Educate newly elected members of the Negotiations Committee on the language and history of the Collective Agreement and on Grievance and Negotiations procedures.

13.02.10 Monitor issues related to the Collective Agreement and work with the Negotiations Committee members and representatives of Administration to seek solutions.

13.03 Roles of the Vice President, Finance

13.03.1 Attend Joint LC/LCFA Officers' Meetings.

13.03.2 Attend meetings of the Executive Council and Executive Officers.

13.03.3 Sit as a voting member on the Faculty Professional Development Committee.

13.03.4 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 and interest.

13.03.5 In cooperation with the other Executive Officers prepare an Operating and Negotiating budget for the upcoming year.

13.03.6 Present operating and negotiating budgets for preliminary approval at Executive Council.

13.03.7 Present operating and negotiating budget proposals for approval at the Annual General Meeting.

13.03.8 Submit a full financial report at the Annual General Meeting.

13.03.9 Recommend persons to audit the financial records at the Annual General Meeting.

13.03.10 Negotiate and administer the audit agreement between the Association and the persons selected to audit the financial records of the Association.

13.03.11 Provide the Executive Council with monthly updates regarding the financial position of the association during the Academic Year.

13.03.12 Ensure that the Association staff keeps accurate books of accounts and financial records which shall be available to the Executive Council at all times.

13.03.13 Make the minutes, books and records of the Association available in the LCFA office for members to view.

13.03.14 Perform other duties as assigned by the Executive Council or the President.

13.04 Roles of the Vice-President of Administration

13.04.1 Exercise the powers and perform the duties of the President in his or her absence.

13.04.2 Attend meetings of the Executive Officers and the Executive Council.

13.04.3 Act as the Association Parliamentarian.

13.04.4 Sit as a voting member on the following College committees:

13.04.4.1 Faculty Professional Development Committee

13.04.4.2 Professional Standards Committee

13.04.5.3 Occupational Health & Safety Committee

13.04.5 Attend Joint LC/LCFA Officers' Meetings

13.04.6 Submit an official year-end report of activities for the Annual General Meeting.

13.04.7 Perform other duties as assigned by the Executive Council or the President.

13.05 Roles of the Executive Council Constituency Representatives

13.05.1 Attend meetings of the Executive Council and General Meetings.

13.05.2 Represent the members of the constituency

13.05.2.1 Advocate for the members of the constituency at Executive Council in matters related to the Collective Agreement and other College policies.

13.05.2.2 Communicate constituency concerns at Executive Council.

13.05.2.3 Provide liaison between the Executive Council and the members of the constituency.

13.05.3 Provide leadership in events and activities sponsored by the Association.

13.05.4 Represent the Association and the constituency on:

13.05.4.1 Academic Council

13.05.5 Perform other duties as assigned by the President.

13.06 Roles of the Past President

13.06.1 The Past President (ex-officio) shall hold this position for one year following the completion of terms as President.

13.06.2 Perform other duties as mutually agreed upon by Executive Council and the Past President.

ARTICLE 14 MEETINGS OF THE EXECUTIVE COUNCIL

14.01 Frequency

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

14.02 Quorum

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

14.03 Conduct

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.

14.04 Visitors

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

ARTICLE 15 FINANCES

15.01 Membership Fees

15.01.1 Membership fees are not refundable.

15.01.2 Membership in the Association is maintained by a monthly payroll deduction with the following exceptions:

15.01.2.1 Members on assisted educational leave shall pay dues on a pro-rated basis.

15.01.2.2 Members on un-assisted leave or deferred salary leave shall remain in good standing for the period of the leave and shall pay a nominal fee of ten dollars per year.

15.01.3 The Faculty Association fees or any changes to the fees are determined by Executive Council and approved by the General Membership. They are published in the Bylaws as required by the Post-Secondary Learning Act.

Fee Schedule

	Monthly Dues
Continuing Full Time	$100.00
Continuing Part Time	$ 90.00
Term-Certain	$ 90.00

15.01.4 Casual Instructor Dues

Casual Instructors shall pay Faculty Association dues of 1.5% of gross salary.

15.02 Levies

15.02.1 Levies may be applied from time to time to raise funds in fiscal emergencies.

15.02.2 Levies shall be enacted by a majority vote at a General Meeting.

15.03 Approval

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.

15.04 Cheques and other financial instruments

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.

15.04.1 Acquiring, Borrowing and Disposition powers

The Association may borrow money, acquire and dispose of real and personal property on approval by the membership.

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.

15.05 Indebtedness

15.05.1 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.

15.05.2 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.

15.06 Expenditures

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.

15.07 Financial year

The financial year shall be from July 1 of one year to June 30 of the next year.

15.07.1 Audit

At the Annual General Meeting, the members shall appoint persons to audit the Association accounts for the subsequent financial year.

15.07.2 Investments

The funds held by the Association shall be invested only in the following types of securities:

15.07.2.1 Deposits insured by the Canada Deposit Insurance Corporation

15.07.2.2 Deposits fully guaranteed by the federal government, or

15.07.2.3 Deposits fully guaranteed by the provincial government.

15.08 Dissolution of the Association

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 divided equally divided amongst the people who were members of record within the past 6 months.

ARTICLE 16 HONORARIA AND RELEASE TIME

16.01 General Principles

16.01.1 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.

16.01.2 The Faculty Association negotiates release time from other College-assigned duties so that members have time for Faculty Association business.

16.01.3 Honoraria shall be paid in May.

16.01.4 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.

16.01.5 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.

16.02 Specific Honoraria and Release Time

16.02.1 President

16.02.1.1 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.

16.02.1.2 The President will receive an honorarium of $1,500 cash per Academic year.

16.02.1.3 The President shall not receive additional release time or compensation for duties on any committee.

16.02.2 Vice Presidents

16.02.2.1 The Vice Presidents will receive release time for three credits (3) of their normal workload in each term to a maximum of two terms per year.

16.02.2.2 The Vice President, Negotiations and Welfare will receive additional release time for three credits (3) of normal workload for up to two terms during the negotiation year.

16.02.2.3 Vice Presidents shall not receive monetary compensation in lieu of release time.

16.02.2.4 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.

16.03 Executive Council Constituency Representatives

Constituency representatives shall receive an honorarium of $25 for each meeting attended, to a maximum of $100 per academic year.

16.04 Negotiating Committee Members

16.04.1 Members of the Negotiating Committee will receive release time for three credits (3) of normal workload in each term during the negotiation year.

16.04.2 The casual faculty member on the Negotiation Committee during the negotiations year will be paid directly by the LCFA at his/her current pay rate the equivalent of three (3) credits release time per term to a maximum of two terms. "This is a contract between the faculty association and the casual faculty member and is not to be interpreted as a part of the assigned instructional workload."

ARTICLE 17 RESIGNATIONS AND VACANCIES

17.01 Notice of Resignation

17.01.1 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.

17.01.2 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.

17.02 Resignation of the President

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.

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

17.04 Vacancy on the Executive Council

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.

17.05 Vacancy on a Committee

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 18 INTERNAL DISPUTE RESOLUTION

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:

18.01 The Association member shall speak to the President about his/her concerns.

18.02 The President may take appropriate action or refer the matter to the Executive Council.

18.03 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.

18.04 The membership may take whatever action is deemed appropriate within established bylaws or the Collective Agreement.

18.05 Any matter that can not be resolved internally shall be referred to arbitration under the Arbitration Act of the Province of Alberta.

ARTICLE 20 RECORDS OF THE ASSOCIATION

20.01 Preparation and Custody of Records

20.01.1 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.

20.01.2 The President may delegate this responsibility to the LCFA staff.

20.01.3 These shall reside in the LCFA office under the President's custody.

20.02 Inspection of Records of the Association

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

ARTICLE 21 BYLAW APPENDICES

APPENDIX A Constituency Representation

The six constituency areas used for election of academic area representatives for the Faculty Association Executive Council and the Negotiating Committee are as follows:

Constituency #1 College & University Preparation Counseling Services *English as a Second Language Exercise Science FNMI Career Pathways General Interest General Studies Learning Cafe	**Constituency #2** Agricultural & Heavy Equipment Technician Apprenticeship Training: Automotive Service Technician Carpenter Cook Electrician Heavy Equipment Technician Parts Technician Welder Automotive Systems Civil Engineering Technology Culinary Careers Engineering Design & Drafting Technology Geomatics Engineering Technology Industrial & Technical Training Wind Turbine Technician
Constituency #3 Business Administration Communication Arts Computer Information Technology Fashion Design & Marketing Professional Golf Management Interior Design Technology Multimedia Production Office Administration	**Constituency #4** Agricultural Technology Commercial Vehicle Enforcement Conservation Enforcement Correctional Centre Correctional Studies Criminal Justice – Policing Environmental Assessment & Restoration Fish & Wildlife Technology Justice Studies Natural Resource Compliance Police Recruit Training Renewal Resource Management
Constituency #5 Bachelor of Nursing Bachelor of Nursing – After Degree *Perioperative Post-Diploma Nursing Practical Nursing	**Constituency #6** *Central Sterile Processing Child & Youth Care Disability & Community Rehabilitation Early Childhood Education Educational Assistant Fetal Alcohol Spectrum Disorder Education *Health Care Aide Massage Therapy Therapeutic Recreation – Gerontology *Unit Clerk Training

***Currently, there are no designated faculty in these areas. The Faculty Association is hopeful that these are future considerations of the Board of Governors.**

APPENDIX B Committee Charters

B.1 The Negotiating Committee

B.1.1 Mandate

B.1.1.1 The Negotiating Committee shall be the sole negotiator of the Collective Agreement. It shall prepare proposals for collective bargaining as they, acting on behalf of faculty, deem fit. Such agreement is subject to approval by the Executive Council and ratification by the Association membership

B.1.1.2 The Negotiating Committee shall represent the Association to the Board of Governors on all matters concerning collective bargaining.

B.1.1.3 The Negotiating Committee shall make recommendations to Executive Council on all matters related to the terms and conditions of employment.

B.1.2 Composition

B.1.2.1 Vice President Negotiations and Welfare (Chair)

B.1.2.2 President (non-voting)

B.1.2.3 Faculty Relations Officer (ex-officio)

B.1.2.4 Six (6) continuing faculty members representing constituency areas

B.1.2.5 One (1) faculty member representing term-certain and casual faculty

B.1.3 Method Of Selection

B.1.3.1 Faculty members in each constituency area will elect their own Executive Council Constituency Representatives.

B.1.3.2 One term-certain or casual faculty member shall be elected from the membership at large to represent term-certain and casual faculty members.

B.1.3.3 (c)At least three (3) and no more than four (4) members should be selected in any one election.

B.1.3.4 (d)Elections will be held within 20 working days following the final signing of a Collective Agreement. Days in June, July, and August are not considered working days for this purpose.

B.1.4 Terms Of Office

B.1.4.1 (a) Each member shall be elected for two terms of office corresponding to the lengths of two Collective Agreements.

B.1.4.2 (b) Terms of office of all individuals on the Negotiations Committee 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.

B.1.4.3 (c) One-half (1/2) of the members will be replaced at each election to ensure continuity.

B.1.5 Operational policies

B.1.5.1 The Chairperson of this Committee is the Vice-President, Negotiations and Welfare.

B.1.5.2 The Negotiating Committee shall initiate and conduct negotiations.

B.1.5.3 The committee shall obtain approval of any negotiated agreement from the Executive Council and then obtain ratification from the Association membership.

B.1.5.4 The Negotiating Committee shall be guided by the wishes and advice of the faculty in all matters of negotiations.

B.1.5.5 Members starting negotiations of a Collective Agreement will continue to negotiate or arbitrate until the Collective Agreement is ratified or until they resign.

B.1.5.6 The Negotiating Committee shall keep association members informed of their progress in negotiating with the Board.

B.2 Grievance Committee (ad Hoc)

B.2.1 Mandate

B.2.1.1 To act as the exclusive agent for the Association in regard to resolving grievances. The Association is bound by the Duty of Fair Representation to take forward members and associations concerns through the grievance process.

B.2.1.2 To effectively act on grievances;

B.2.1.3 To track and maintain consistency with the Collective Agreement in all aspects of the grievance;

B.2.1.4 To ensure that communications are maintained with the Negotiating Committee and with the Executive Council

B.2.1.5 Ensures compliance with the terms and conditions of the Collective Agreement and other related agreements;

B.2.1.6 Represents members in matters regarding conditions of employment;

B.2.2 Composition

B.2.2.1 Policy Grievance
President, Vice President Faculty Relations Officer (ex-officio), Negotiations and Welfare or alternate;

B.2.2.2 A member appointed by the President.

B.2.2.3 Member Grievance

B.2.2.4 President, Vice President Negotiations and Welfare or alternate;

B.2.2.5 The grievor or a member selected by the grievor.

B.2.2.6 (c) If there is a conflict of interest the Executive Council shall select a suitable alternate.

B.2.3 Terms of Office

The term of office for appointed members shall terminate upon final resolution of the grievance.

In the event that the process of a grievance extends beyond the normal term of office, the membership of 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.

B.2.4 Operational Policies

B.2.4.1 (a) The Vice President Negotiations and Welfare shall chair this committee.

B.2.4.2 (b) In the event that the Vice President Negotiations and Welfare is in conflict, the President shall chair this committee.

B.2.4.3 (c) If they are both in conflict, the Executive Council shall appoint the chair.

B.2.4.4 (d) The Grievance Committee may act directly regarding any and all aspects of the grievance through the completion Level II as defined in the current Collective Agreement with regular status reports to the Executive Council and Negotiating Committee.

B.2.4.5 (e) Prior to formally entering into an arbitration or mediation, the Grievance Committee shall seek out legal advice. Decision to proceed shall be based on the legal advice received.

B.2.4.6 (f) The Grievance Committee shall be the agent of the Association regarding any and all aspects of the arbitration or mediation with a reporting responsibility to the Executive Council and to the General Membership.

B.2.4.7 (g) The provisions in the Collective Agreement shall bind this committee.

B.2.4.8 (h) Each Grievance Committee shall be disbanded following their final report to the Executive Council.

B.3 Bylaw Standing Committee

B.3.1 Mandate:

B.3.1.1 To be the final authority on the interpretation of the bylaws

B.3.1.2 To accept for discussion revisions to existing bylaws

B.3.1.3 To present recommendations for changes to the existing bylaws to the general membership

B.3.1.4 Regularly review the appointment / election strategy for every committee and raise potential conflicts of interest with that committee for resolution.

B.3.2 Composition

Six members of the Association in good standing who each have a minimum five years membership in the Association and experience serving at least one term on the Executive Council or a Standing Committee.

B.3.3 Method Of Selection

B.3.3.1 (a) three elected members

B.3.3.2 (b) three members appointed by the President

B.3.3.3 (c) the President (ex-officio)

B.3.3.4 (d) the Faculty Relations Officer (ex-officio)

B.3.4 Terms Of Office

B.3.4.1 The term of office will be two years.

B.3.4.2 The terms will be staggered.

B.3.5 Operational Policies

B.3.5.1 The President shall chair this committee.

B.3.5.2 A minimum of four votes in favour of any motion is required for approval.

B.3.5.3 (d) Notwithstanding the mandate of this committee, the Executive shall, as part of its fiduciary responsibility, be accountable for upholding the bylaws of the Association.

B.4 Nominating Committee

B.4.1 Mandate

B.4.1.1 (a) To poll the membership for candidates for office.

B.4.1.2 (b) To conduct nominations and elections according to the Constitution and Bylaws of the Association.

B.4.2 Composition

B.4.2.1 Up to 4 members appointed to represent the college geographically.

B.4.2.2 Terms of Office

B.4.2.3 Two year terms commencing on July 1

B.4.3 Operational Policies

B.4.3.1 Committee shall elect a chairperson from the membership.

B.4.3.2 The chairperson shall act as the Returning Officer during elections.

B.4.3.3 The Committee shall count the ballots, publish election results, an destroy the ballots according to the Constitution and Bylaws of the Association.

B.4.3.4 (Members of the committee shall not be eligible to run for any other office during their term.

APPENDIX C

How The Faculty Association Exercises Its Duty Of Fair Representation (DFR)

1. The Faculty Association is the sole spokesperson for members in relation to the Collective Agreement. This responsibility is assigned in the Post-Secondary Learning Act of 2003 and other relevant federal legislation.
2. The duty of fair representation (DFR) refers to the legal requirement of the Faculty Association to be accountable in this role. Members who suffer financial loss or injury because of negligence or failure to provide fair representation on the part of the Faculty Association or any of its representatives may be entitled to receive monetary compensation, from the Association.
3. DFR is defined as "not arbitrary, discriminatory, or in bad faith". To be arbitrary is to be "superficial, indifferent or reckless in regard to a member's interests". To be discriminatory is to "deal with members unequally based on factors such as race, sex or simple personal favoritism" unless valid reasons apply. "Bad faith" means to mistreat someone based on "ill will, dishonesty, revenge, or hostility" (Public Service Alliance of Canada-BC, 2008, p.1).
4. DFR requires that the Association treat its members fairly and honestly, genuinely representing the interests of the member in grievance issues. The Faculty Association is not held liable to a member if it can demonstrate that it acted in good faith and was not arbitrary or discriminatory in its conduct in representing the member.
5. The Association is not obliged to take all member complaints to formal grievance and arbitration, however. The Association must balance the needs of the individual with the needs of the Faculty Association as a whole. While in the vast majority of cases member needs and individual needs can both be addressed by proceeding to grievance, the Faculty Association, through its Negotiations Committee, may decide not to proceed after thoroughly assessing the grievance and the case with legal counsel. Our bylaws require that a legal opinion be obtained and considered in the decision making process.
6. Sometimes, the feelings of the majority of the members may also not be the same as the interests of the Faculty Association as a whole. There is a duty to accommodate people in special situations (for example, mental illness or religious exemption) which may require the Association to act against the feelings of the majority of its members. Situations like this require an extra measure of care, sensitivity and pro-activity on the part of the Executive of the Association.
7. The DFR applies to people who have been de-designated or terminated from the Faculty Association if the issue arose at a time when that person was a member.
8. The DFR applies to a member's rights under the conditions of the Collective Agreement. Allegations of failure to represent cannot generally

be used as a way to force a review of the internal activities, procedures, and decisions of the Faculty Association. Those concerns should be pursued through other avenues defined in the Constitution and Bylaws of the Association.

The Alberta Labour Relations Board (2002) names the following factors to be considered in duty of fair representation cases:

1. The nature and seriousness of the grievance
2. The extent of the union's investigation
3. The involvement of the member
4. The extent of any meetings and discussions on settlement
5. Whether the union sought legal advice
6. Whether the union looked at reasonable considerations and information when it made its decisions to resolve or pursue a grievance". (p.1)

APPENDIX D Grievance and Arbitration Tips

1. A grievance is a difference of opinion arising out of the interpretation, application, operations or any contravention or alleged contravention related to the Collective Agreement. This includes any questions related to whether the difference is one that can be addressed in arbitration.
2. The Association's duty is to ensure that the employer adheres to the intent of all sections of the Collective Agreement. So study the Collective Agreement; the whole Collective Agreement.
3. Remember that all members must be treated equally and professionally. Never allow prejudice, malice, discrimination, personal feelings, rumor, or innuendo to color the decision. Discrimination is not tolerated.
4. Always thoroughly investigate facts. Start by listening to the griever. Find all relevant documentation from all sources including college administrative files in whatever format. Interview everyone who may be involved. Carefully document both the griever and the employer's side of the issue and collect all information related to their position. Keep excellent records. List events chronologically.
5. Never miss a deadline, as missing a deadline usually abandons the grievance. This may amount to negligence for which there is no defense. Damages may be sought by the member.
6. Always keep the griever(s) in the loop. Inform them of all hearings that may affect their position. Allow the griever(s) to request to attend.
7. If the griever is prone to antagonistic behavior, the Association may deny that person the right to attend hearings where attendance would inhibit the balancing of the interests.
8. Consider only the paid-for, written opinion of a lawyer who is licensed to practice labour law in Alberta. Involve legal counsel early and consult often.
9. Proceeding to arbitration must be based on the Associations legal opinion obtained and considered in the decision making process.

They will make sure that the decision is fair, thoughtful, objective, and thorough.

10. Always consider the effects the winning arbitration may have on other members or on the Association as a whole.

References:

Alberta Labour Relations Board. (2002). Duty of fair representation. Retrieved March 2, 2011from http://www.alrb.gov.ab.ca/procedure/33 (f).pdf

Public Service Alliance of Canada-BC. (2008). Duty of fair representation. Retrieved March 2,2011 from http://www.psacbc.com/wp-content/uploads/2008/02/duty-of-fair-representation.pdf

William J. Johnson, McGown & Johnson Barristers & Solicitors (Advise from LCFA Legal Counsel via email dated March 15, 2011

APPENDIX E

Orientation Plan For Executive Council And Negotiating Committee

The Orientation shall address the following topics:

1. Committee and member responsibilities
2. Communications procedures
3. Post-Secondary Learning Act
4. Duty of Fair Representation
5. Parliamentary procedures
6. LCFA Constitution, Bylaws and Appendices
7. LCFA Mission Statement
8. LCFA Value Statements
9. LCFA Ethical Guidelines
10. LCFA Collective Agreement with the Board of Governors
11. Relevant history of ongoing issues
12. The purpose and role of the Executive Council, Academic Council, Academic Council Executive, Centre for Teaching and Learning Advisory Committee and Joint Executive meetings.
13. The goals for the forthcoming year, and a timetable for achieving them.