



OLDS COLLEGE FACULTY ASSOCIATION

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# BYLAWS

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## ARTICLE 1 -- AUTHORITY AND LEGALITY

- 1.01 The Olds College Faculty Association (OCFA) is the corporation consisting of Academic Staff Members that is empowered to act as a professional association on behalf of its membership as set out in the *Post-secondary Learning Act* of the Province of Alberta, and as governed by the *Bylaws* of the Association (See Appendix A, Article 1).

## ARTICLE 2 -- OBJECTIVES

The objectives of the Olds College Faculty Association include the following:

- 2.01 To promote a satisfactory working relationship between the Association and the Olds College Board of Governors.
- 2.02 To act as bargaining agent for negotiating terms and conditions of employment for its membership.
- 2.03 To address any matters considered by the membership to be in the best interests of Olds College and the execution of its mandate and mission.
- 2.04 To promote freedom of speech and to ensure that academic freedom of Association members is maintained.
- 2.05 To promote continual scholarly effort and the professional development of its members.
- 2.06 To advance the standards of professional conduct as identified in OCFA's *Code of Ethics, (Appendix B)* for its members.
- 2.07 To maintain the interests and to improve the general welfare of its membership.
- 2.08 To foster academic and social fraternity among members.
- 2.09 To collaborate with other organizations and bodies having similar objectives.

## ARTICLE 3 -- GRAMMATICISM AND DEFINITIONS

Whenever the singular or masculine is used herein, the same shall mean and include the plural and/or feminine as the context may require.

- 3.01 **Annual General Meeting** shall mean a meeting held in May or June with not less than five working days' notice to consider items shown as in Article 10.06 of the *Bylaws*.
- 3.02 **Approved** shall mean, unless otherwise specified, a simple majority vote of members in good standing and present.

- 3.03 **Association** shall mean the Olds College Faculty Association (OCFA), the academic staff association established pursuant to the provisions of the *Post-secondary Learning Act* of the Province of Alberta.
- 3.04 **Board of Governors / Board** shall mean the Board of Governors of Olds College.
- 3.05 **Collective Agreement** shall mean the collective agreement between the Board of Governors of Olds College and the Olds College Faculty Association and as required under the *Post-secondary Learning Act*.
- 3.06 **College** shall mean Olds College, the public college established pursuant to the *Post-secondary Learning Act* of the Province of Alberta.
- 3.07 **Days** means working days.
- 3.08 **Employer** shall mean the Board of Governors of Olds College.
- 3.09 **Executive Board** shall mean the executive officers of the Olds College Faculty Association collectively as identified in Article 5.01.02 of the *Bylaws*.
- 3.10 **Extraordinary Resolution** shall mean a resolution passed by a majority of not less than three-fourths of such members entitled to vote as are present in person and voting at a Regular, Annual, or Special Meeting of which notice specifying the intention to propose the resolution as an Extraordinary Resolution has been duly given. (See Articles 9.08 and 12.02 of the *Bylaws*.)
- 3.11 **Member** shall mean any employee of the Board of Governors designated as an Academic Staff Member.
- 3.12 **Committee Member** is a member who has been elected or appointed to serve on a committee sanctioned by the association membership.
- 3.13 **Notice**, unless specified otherwise, shall be in writing and distributed electronically or through the campus mail system.
- 3.14 **Regular Meeting** means any meeting at which the expected and normal business of the Olds College Faculty Association is carried out.
- 3.15 **Special Meeting** shall mean a meeting of the Olds College Faculty Association called to deal with a specific or emergency issue affecting the membership.
- 3.16 **President** shall mean the President of the Olds College Faculty Association.
- 3.17 **Vice President Academic** shall mean the Executive Board member responsible for academic affairs.
- 3.18 **Vice President Administration** shall mean the Vice President of the Olds College Faculty Association.

- 3.19 **Vice President Communications** shall mean the Executive Board Member responsible for internal and external communications.
- 3.20 **Vice President Finance** shall mean the Executive Board Member responsible for financial management of the Olds College Faculty Association.

#### ARTICLE 4 -- MEMBERSHIP CATEGORIES, DUES AND ASSESSMENTS

##### 4.01 **Regular Membership**

- 4.01.01 Regular membership is granted to an employee of the Board who has been designated as Academic Staff by the Board of Governors. Regular Members shall include permanent full-time, permanent part-time, and temporary full-time employees.
- 4.01.02 Regular Members shall comply with Article 2 of the Collective Agreement upon commencement of employment.
- 4.01.03 When a Regular Member's employment at Olds College is terminated, membership privileges shall cease except for those privileges associated with the Grievance Procedure.
- 4.01.04 Regular Members in good standing shall be eligible for the following:
  - to attend, participate in, and vote at any Association meeting,
  - to hold any elected or appointed office or position in the Association,
  - to hold any office or position representing the Association, either within or outside the College,
  - to serve on any committee of the Association, and
  - to enjoy other rights and privileges accorded to Regular Members.
- 4.01.05 Except as stated in Article 5.03 of the *Bylaws*, upon a two-thirds vote of those present and entitled to vote at a Special or Regular Meeting, a person may be suspended from membership in good standing for any period and for any cause which the Association may deem reasonable, provided that five days' notice of such intention has been given to the member and the membership and after the member has had the opportunity to attend and to speak in his defence at the meeting.
- 4.01.06 Any person, who is not a member in good standing, provided that the good standing status has not been suspended for a definite period of time, may apply to the Vice President Communications for reinstatement. Such an application shall be brought to the next Regular Meeting and may be approved, provided that the applicant pays all dues in default for the period the person was not a member in good standing to a maximum of one year's dues.
- ##### 4.02 **Associate Membership**
- 4.02.01 Associate Membership is granted to casual/contract employees (as defined in Article

7 of the *Collective Agreement*) who are teaching courses within any accredited Olds College and/or provincial programs.

- 4.02.02 Associate Membership is in effect during the casual/contract employees' time of employment.
- 4.02.03 Associate Members shall have deducted from their salaries a fee equal to the Association dues as required by Article 2 of the *Collective Agreement*.
- 4.02.04 Associate Members shall be eligible for the following:
- to attend Regular Meetings and participate in discussions,
  - to access information and routine assistance from the OCFA Office,
  - to be appointed to special committees of the Association, and
  - to enjoy certain benefits of the Association's affiliation with ACIFA [e.g. newsletters, climate survey, general information, annual conference, etc.]
- 4.02.05 Notwithstanding Article 4.02.04 of the *Bylaws*, Associates shall be excluded from any meeting of the Association for any period of time as the Association may decide by a majority vote of the Members present.
- 4.02.06 Associate Membership does not include the following:
- the right to vote,
  - the right to hold office as an Executive Board member or as a standing committee member,
  - the right to be elected or appointed as an official representative of the Association, and
  - access to terms and conditions afforded to Academic Staff Members by the *Collective Agreement*.
- 4.03 Honorary Membership**
- 4.03.01 Honorary membership is granted to former Regular Members as an acknowledgement and affirmation of the Association's appreciation of the former member's outstanding, consistent, and dedicated service to the Association. This recognition is conferred upon individuals who have given extraordinary and exemplary service.
- 4.03.02 Nomination: The nomination shall be presented in writing to the Executive Board for consideration prior to recommending the candidate for membership to the Association not less than five days prior to the meeting at which it is to be considered. Following approval by the membership at a Regular Meeting, and written acceptance by the nominee, the honorary membership shall come into effect.
- 4.03.03 Honorary Members shall be eligible for the following:
- to attend social activities and functions by invitation, and
  - to participate in special committees of the Association.
- 4.03.04 Honorary membership does not include the following:

- the right to vote,
- the right to hold office as an Executive Member or a standing committee member, and
- the right to be elected or to be appointed as an official representative of the Association.

4.03.05 Honorary membership may be suspended as per Article 4.01.05 of the *Bylaws*.

#### 4.04 Social Membership

4.04.01 Social membership may be granted to any college employee or former Association member at any Regular Meeting by a majority vote of the members attending in person.

4.04.02 Applications for Social membership shall be presented in writing to the Executive Assistant who shall present them for approval at the next Regular Meeting. Such membership shall entitle the member to attend activities and use facilities deemed to be social and/or recreational.

4.04.03 Social membership shall be deemed to expire on the 15th day of September each year following initial approval; however, if the member pays the required dues for the upcoming year before the expiry date, then that membership shall be renewed for the next twelve months and likewise for all subsequent years.

4.04.04 Social membership does not include the following:

- the right to attend any meetings of the Association,
- the right to receive any minutes or correspondence of the Association except for specific notices or information dealing with the social and/or recreational activities of the Association,
- the right to vote or to hold office as an Executive member or a Standing Committee member; however, they may be appointed to special committees, and
- the right to be elected or to be appointed as an official representative of the Association.

4.04.05 Faculty seconded into Chair positions are granted social memberships.

4.04.06 Notwithstanding Article 4.04.04 of the *Bylaws*, Social Members may be suspended as per Article 4.01.05 of the *Bylaws*.

#### 4.05 Membership Dues and Assessments

4.05.01 Membership dues shall be established at a meeting of the membership and shall remain in effect until changed at a subsequent meeting. Such dues shall be deducted by the Board according to Article 2 of the *Collective Agreement*.

4.05.02 To change dues, written notice of motion shall be given at least five working days before the meeting. Implementation of the change shall be in compliance with Article 2.02 of the *Collective Agreement*.

- 4.05.03 An Associate membership fee shall be established by the Association on a yearly basis. Any fee changes shall only become effective on the 15th day of September following the meeting at which the change was approved. Such fees shall be deducted by the Board as provided for in the *Collective Agreement* where applicable.
- 4.05.04 Social membership fees shall be reviewed annually.
- 4.05.05 Honorary Members do not pay dues or fees.
- 4.05.06 A temporary increase in membership dues or any special, uniform assessment may be levied upon members at a Regular membership meeting, provided that five working days written notice thereof is given prior to such Regular membership meeting or at any Special meeting.
- 4.05.07 Members will be excused from paying regular monthly dues for the period of time during which they are receiving long-term disability benefits and for the period of time they are on a leave of absence.
- 4.05.08 A member may also be excused from paying regular monthly dues for just and reasonable cause as determined by the Executive Board. Correspondence directed to the membership may not be directed to those members excused from paying regular monthly dues.
- 4.06 General Conditions**
- 4.06.01 By October of each year, a list of Regular Members and Associate Members shall be posted in the Faculty Centre.
- 4.06.02 All Regular and Associate Members are bound by these Bylaws and the Code of Ethics of the Association as established in Appendix "B" of these Bylaws.
- 4.06.03 Any Member who is found in breach of this Code of Ethics shall be subject to such action or discipline as is recommended by the Ethics Committee and approved by the Executive Board; however, such recommendation shall not preclude the member's right to appeal the decision to a Regular Meeting for a vote which shall be binding upon that Member.

## ARTICLE 5 -- EXECUTIVE BOARD

- 5.01 The members of the Executive Board shall be elected for up to two, two-year terms. The timing of the term for the Faculty Representative to the Board of Governors shall be aligned with the ministerial appointment.
- 5.01.01 The Executive Board, subject always to the direction of the membership, shall have the following responsibilities:
- the governance and direction of the Association,
  - the management of the business affairs of the Association,

- the interpretation and development of the *Bylaws*,
  - the execution of its business as a board,
  - the appointment of a Member to act as observer of investigations in serious discipline cases, and
  - selection of the *Outstanding Student Award* recipient.
- 5.01.02 The Executive Board shall consist of the President, Vice President Administration, Vice President Academic, Vice President Communications, Vice President Finance, Immediate Past President, and the Faculty Representative to the Board of Governors. The Immediate Past President will serve for one term in an *ex-officio* capacity.
- 5.01.03 All members of the Executive Board, except for the Faculty Representative to the Board of Governors, shall be voting members. A quorum for meetings of the Executive Board shall be three (3).
- 5.02 Any two members of the Executive Board may call a meeting of the Executive Board.
- 5.03 Should the President leave office, resign, or cease to be qualified to hold the office, the Vice President Administration shall assume the office of the President for the balance of the term. The vice presidential office thereby vacated shall be filled promptly by appointment by the Executive Board.
- 5.04 The Executive Board may create *ad hoc* committees for special purposes and determine the number thereof, and it may either appoint the members or call for the election of members.
- 5.05 The Executive Board, upon approval of the Association, may retain consultants to assist in carrying out the responsibilities of the Executive.
- 5.06 No member of the Executive Board shall be remunerated for services rendered to the Association but may be reimbursed for reasonable expenses incurred on the business of the Association.
- 5.07 Only Academic Staff Members in good standing shall be eligible to hold office.
- 5.08 **The President** shall be Chief Executive Officer and shall:
- call and preside over all Regular, Special, Annual General, and Executive Board meetings,
  - be Chair of the Executive Board,
  - be *ex-officio* member of all OCFA committees,
  - be responsible (with the Executive Assistant) for agendas,
  - be the OCFA representative to ACIFA's President's Council, or shall designate an alternate,
  - act as official spokesperson and representative of the Association in all internal and external College contacts, except in those cases where the President designates an alternate,
  - undertake negotiations for the terms and conditions of contracted Association staff,

- liaise with the Vice President of Academic and Research and OCSA and
- be empowered to countersign approved cheques.

5.09 **The Vice President Academic shall:**

- research/read documents sent to the Association regarding academic affairs,
- report items of significance to the Executive and the membership as necessary,
- attend Academic Coordinating Committee and Academic Council Meetings (or designate), and
- be empowered to countersign approved cheques.

5.10 **The Vice President Administration shall:**

- assist the President,
- fulfill presidential duties if the President is absent or incapacitated,
- perform such other duties as the President or the Executive Board may assign,
- be a member of the Negotiations Committee,
- be a member of the Legislative Committee,
- be empowered to countersign approved cheques, and
- serve as the Negotiation Advisory Representative to ACIFA

5.11 **The Vice President Communications (with the assistance of the Executive Assistant) shall:**

- research/read documents sent by ACIFA and/or its Members, Government sources and media in general,
- report items of significance to the Executive and the membership as necessary,
- Ensure the OCFA website information is current,
- be empowered to countersign approved cheques,
- serve as Faculty Professional Development Representative, and
- serve as the Professional Affairs Representative to ACIFA (or designate).

5.12 **The Vice President Finance (with the assistance of the Executive Assistant) shall:**

- prepare an annual statement of the financial transactions of the Association and the Faculty Centre for the Annual General Meeting,
- prepare required budgets,
- report regularly to the Executive Board and to the membership on a monthly basis, or upon five days' notice by written request by four or more members,
- expedite the annual review of the financial records,
- be empowered to countersign approved cheques.

5.13 **The Immediate Past President shall:**

- act primarily as an advisory role to the Executive Board,
- be an *ex-officio* member of all OCFA committees,
- perform such other duties as the President or the Executive Board may assign.

- 5.14 **The Faculty Representative to the Board of Governors shall:**
- report to Regular meetings of the Association on the deliberations of the Board as they affect the Association, or at any Special meeting of the Association at the request of the Executive,
  - ensure that the concerns and interests of the Association are fairly represented to the Board of Governors, and
  - carry out the duties and obligations to the Board in standing with one's professional responsibilities to the College and to OCFA.

- 5.15 **Executive Assistant / OCFA Office shall:**
- be responsible for all official correspondence,
  - maintain complete files, books, and records on behalf of the Association,
  - be responsible for preparation and custody of the minutes of Special, Regular, Annual, and Executive Board meetings,
  - manage digital communication,
  - assist the President in the preparation of agendas,
  - inform members of the criteria involved in the *Outstanding Student Award* and solicit nominations from each program area,
  - ensure that all new members receive the *Bylaws* of the Association, and
  - keep accurate financial records (with the assistance of the Vice President Finance).

## ARTICLE 6 -- COMMITTEES

### 6.01 **Standing Committees**

The following standing committees are empowered to establish their own procedures consistent with Association *Bylaws* to carry out these duties and responsibilities.

#### 6.01.01 Nominations Committee

6.01.01.1 The Nominations Committee is appointed by the Executive Board and shall:

- consist of three members appointed by the Executive Board,
- be appointed for a two-year term,
- select a chair to fulfill committee responsibilities,
- serve as the returning officers of the Association (the Chair will be the Chief Returning Officer and other members of the Nominations Committee shall serve as Deputy Returning Officers; however, in the case where a member of the committee is nominated for any position, then the chair shall appoint some other member to act in that person's place), and
- present a complete slate of candidates to the Annual General meeting or at any other meeting as required.

#### 6.01.02 Negotiations Committee

6.01.02.1 The Negotiations Committee shall consist of five members. Two members shall be

elected at each Annual General Meeting for two-year terms. In addition, the Vice President Administration, by virtue of that office, shall be the fifth member.

6.01.02.2 Notwithstanding item 6.01.02.1, at any Annual General meeting two members will be elected for a term of two years and, if required, up to two members will be elected for a term of only one year to fill any existing vacancies.

6.01.02.3 The Negotiations Committee shall:

- elect a chair and vice-chair from its members,
- consult with the OCFA membership to determine membership needs and priorities,
- advise and assist the Executive Board in formulating negotiating policy and shall negotiate the Collective Agreement on behalf of the OCFA membership and/or make representations to an arbitration hearing,
- report from time to time about negotiations to the Executive Board and as requested by the Executive Board to the membership,
- recommend acceptance or rejection of any proposed collective agreement to the Executive Board, but shall not reveal any details of proposals made until such time as the Executive Board and the committee agree that strategy dictates such revelation, and
- not bind the Association to any settlement or Collective Agreement as per Bylaw Article 11.01.

6.01.02.4 Notwithstanding 6.01.02.1 above, in the event that negotiations for a new agreement have been entered into but not completed at the time of the Annual General Meeting, the existing committee members shall continue in office until the completion of such negotiations after which time the new members will take office.

6.01.03 Legislative Committee

6.01.03.1 The Legislative Committee shall:

- consist of the V.P. of Administration and two members appointed by the Executive Board to be appointed for a two-year term,
- select a chair to fulfill committee responsibilities,
- review from time to time all legislation and policies relating to the Association, and may recommend changes, and
- review the *Bylaws* and may recommend amendments.

6.01.03.2 The Legislative Committee may recommend policies concerning affiliation with other organizations.

6.01.04 Grievance Committee

6.01.04.1 The Grievance Committee shall:

- consist of three members (of which one shall be a member of the Negotiations Committee) appointed by the Executive Board for a two-year term. (Where a grievor and the Grievance Committee are incompatible, the Executive shall appoint alternates to the Committee),

- select a chair to fulfill committee responsibilities,
- be responsible for administration of the Collective Agreement and shall, upon request, report to the Executive Board regarding such,
- advise members with respect to grievances,
- shall assist and advise in the processing of grievances,
- investigate and recommend to the Executive Board whether a grievance should be commenced by the Association, and
- investigate and recommend to the Executive Board whether financial support for a member's grievance should be provided by OCFA.

#### 6.01.05 Ethics Committee

##### 6.01.05.1 The Ethics Committee shall:

- consist of three members appointed by the Executive Board for a two-year term,
- select a chair to fulfill committee responsibilities
- review the *Code of Ethics* (Appendix B) and shall recommend amendments to the Executive Board which shall handle any changes by normal bylaw resolutions as identified in Article 12,
- determine if an alleged violation of the Code should be investigated, and when necessitated, conduct the investigation,
- make recommendations to the Executive Board about dealing with a proven violation, and
- keep in confidence all information relative to any alleged violation or investigation excepting the point above.

#### 6.01.06 Faculty Centre Committee

##### 6.01.06.1 The Faculty Centre Committee shall:

- select a Manager to fulfill committee responsibilities
- guide the operations of the Faculty Centre pursuant to the Faculty Centre Policy and Procedures,
- keep beverages and snacks in stock,
- act as organizers and sales personnel for OCFA pubs,
- submit receipts for food, beverages, and other expenditures regularly to the Vice President Finance,
- provide an account of Faculty Centre financial activity for incorporation into the Vice President Finance's reports presented at Regular Meetings.
- oversee maintenance of the Faculty Centre,
- recommend improvements to the Faculty Centre, and
- recommend revision of Faculty Centre policies and procedures to the Executive Board for ratification by the membership.

##### 6.01.06.2 The Faculty Centre Committee shall consist of (3) members to be elected at an Annual General Meeting for a two-year term.

- 6.01.07      Social Committee
- 6.01.07.1    The Social Committee shall:
- consist of two to five members appointed by the Executive Board for a two-year term, and
  - from time to time, arrange functions to encourage, promote, and maintain social fraternity among members.
- 6.02          **Joint OCFA and Olds College Councils and Committees**
- 6.02.01      Academic Council (1 VP, 6 elected positions and 2 elected alternates).
- 6.02.01.1    Olds College Academic Council Representatives shall:
- consist of the Vice President Academic and six faculty members who are elected by the membership pursuant to Article 7.08 of the Bylaws,
  - the terms of office for the elected faculty members shall be two years,
  - elections shall be held for three of the six members every other year
  - faculty members may be eligible for re-election to the Council, and
  - two alternates shall be elected for a term of one year and shall have full deliberative and voting rights when acting in place of a regular member,
  - vacancies due to resignation will be filled by appointment of the Executive Board pursuant to Article 8.02 of the *Bylaws*, and
  - designate one member to report to the membership.
- 6.02.02      Professional Practices Committee (3 positions)
- 6.02.02.1    Membership:
- one member elected for a two-year term at an Annual General Meeting,
  - one Negotiations Committee member selected by that committee, and
  - the President or designate. (see Article 3.01 of the *Collective Agreement*).
- 6.02.02.2    Duties of the Professional Practices Committee are outlined in Article 3 of the *Collective Agreement*.
- 6.02.02.3    The Professional Practices Committee shall designate one member to report to the membership.
- 6.02.03      Faculty Professional Development Committee (3 elected positions)
- 6.02.03.1    Membership:
- Vice President of Communications
  - three members elected for a two-year term
  - two alternates shall be elected for a one-year term
- 6.02.03.2    The Faculty Professional Development Committee shall designate one member to report to the membership.

- 6.02.04      Safety Committee (2 appointed positions).  
 6.02.04.1    The Safety Committee shall designate one member to report to the membership.
- 6.02.05      Graduation Committee (1 appointed position).  
 6.02.05.1    The Graduation Committee shall designate one member to report to the membership.
- 6.02.06      Ad Hoc Committees  
 6.02.06.1    The Executive Board is empowered to add other *ad hoc* committees as required to carry out business or projects.  
 6.02.06.2    The Ad Hoc Committees shall designate one member to report to the membership.

## ARTICLE 7 -- ELECTIONS

- 7.01          Officers of the Association shall be elected at the Annual General Meeting and shall assume their offices on July 1 of the election year.
- 7.02          Voting shall be by secret ballot under the supervision of the Chief Returning Officer with members of the Nominations Committee being allowed to vote.
- 7.03          Elections shall take place in the following order:
- President
  - Vice President Administration
  - Vice President Academic
  - Vice President Finance
  - Vice President Communications
  - Board of Governors Representative (as required)
  - Joint OCFA and Olds College Councils and Committees
  - Standing Committees (as required)
  - Others as necessary
- 7.04          Nominations will be received from the Nominations Committee and from the floor of the meeting.
- 7.04.01      The candidate receiving a simple majority of legal ballots cast by members present shall be declared elected.
- 7.04.02      Each committee position shall be voted on separately.
- 7.05          For multiple positions on one committee, the voting shall consist of the following:
- **First ballot:** nominee with greatest number of votes is elected and eliminated from next ballot, and

- **Second ballot:** nominee with majority vote is elected and eliminated from next ballot. The process continues until all committee positions are filled.

7.06 In the event of a tie vote, a second vote shall be taken.

7.07 In the event of a second tie vote, the Chief Returning Officer shall select by lot the winning candidate.

7.08 At any Regular, Special, or Annual General Meeting, an election may take place to:

- determine the member to be recommended as the Faculty Representative on the Board of Governors, and/or
- elect members of the Academic Council, and/or
- elect members of the Faculty Development Committee, and /or
- elect members of any other OCFA committee or Joint OCFA Olds College Council or Committee where the Executive Board determines that such membership should be elected rather than appointed by the Executive Board, and/or
- elect members to replace for the remainder of the term of any member who has resigned from an elected position.

7.09 Any member may stand for re-election for any position; however, no member shall serve in any office for more than two consecutive terms, after which he must stand aside for at least one term before standing again.

7.09.01 In the event that no candidate steps forward to fill the position of President, the current President may serve one additional term.

7.09.02 If the president is unwilling to extend his term, the Vice President of Administration will act as President until a suitable candidate is elected.

## 7.10 Elections and Appointments

7.10.01 Any Executive Board appointment is subject to recall, if necessary, by two-thirds of the membership in attendance at a Regular, Special, or Annual General Meeting.

7.10.02 All Executive Board appointments are subject to an annual review by the Executive Board.

## ARTICLE 8 -- RESIGNATION, APPOINTMENT, AND REMOVAL

8.01 In the event that any member of the Executive Board (*other than the President*) or any member of an elected committee shall resign or otherwise vacate his office, the Executive Board shall promptly appoint a member to serve as acting member(s) of the Executive Board or of the committee until a by-election is held (see Article 5.03).

8.02 When the Association has the right to appoint a member to an office, committee, subcommittee (internal or joint), or to other organizations that have not been created pursuant to these *Bylaws*, or where a member so appointed resigns or

otherwise vacates such appointment, the right to appoint a representative to complete the unexpired term shall be exercised solely by the Executive Board.

- 8.03 Any member of the Executive Board and any elected or appointed committee member may be removed from office or committee membership by a majority vote of the members at a Regular or Special Meeting, provided that a notice of intent to remove the member has been given by the Executive Board to the member involved and to the membership at large. Notice of intent shall be served at least five days prior to the meeting at which this intention is to be voted on. A quorum for such a meeting shall be 50 percent of the members in good standing.

## ARTICLE 9 -- FINANCES, BOOKS, AND RECORDS

- 9.01 All monies shall be kept in an account at or invested through a local bank as authorized by the Executive Board.
- 9.02 All cheques must be signed by the Vice President Finance and one of the following: President, Vice President Academic, Vice President Administration, or Vice President Communications; however, in the event that the Vice President Finance is incapacitated, then any two of the above named Executive Board may sign.
- 9.03 Preliminary financial statements shall be presented to the membership at the Annual General Meeting and will be further reviewed by an independent party appointed at the Annual General Meeting. The reviewed statement shall be signed by the President and Vice President Finance in office during the fiscal year under review, and it shall be presented to the membership at the first Regular Meeting in the Fall.
- 9.04 The proposed budget for the coming year shall be distributed to the members in good standing at least five (5) days before the Annual General meeting. This budget is to be presented to the meeting by the Vice President Finance for approval by the membership.
- 9.05 Expenses shall be authorized by budget approval. The Executive Board has the power to meet all financial obligations within budgeted limits. OCFA members shall obtain written approval from the Executive Board before financial commitments are made.
- 9.06 Notwithstanding Article 9.05, budget changes may be made during a fiscal year provided such changes are approved by a Special or Regular Meeting. At least one (1) day's notice of proposed changes must be given to the members in good standing.
- 9.07 For the purpose of carrying out its objectives, the Association may borrow or raise or secure the payment of money in such manner as it considers fit, and in particular by the issue of debentures.
- 9.08 The powers of the Association under Article 9.07 shall be exercised only when approved by an Extraordinary Resolution at a Special Meeting, provided that written notice is given to the members in good standing of at least five (5) working

days prior to such meeting and provided that such notice contains particulars of the proposed action.

- 9.09 The Executive Board may consider and recommend financial support for a member's grievance. However, the Executive Board must present this question to a membership meeting for its decision with the grievor having the right to present his/her case directly to the membership at that time. The decision of such a membership meeting is final and conclusive; however, if new evidence relevant to the grievance arises, the decision may be reconsidered.
- 9.10 The Executive Board may acquire, manage, or dispose of property on behalf of OCFA up to a value of \$1,000 per item, but any item of greater value shall be subject to membership approval.
- 9.11 A maximum of \$250,000 and a minimum of \$75,000 shall be established for the OCFA reserve fund. In any year in which the reserve fund exceeds \$250,000 as of the end of the Association fiscal year, the Association's Vice President Finance, in consultation with the Executive, shall make a recommendation as to the disposal of that particular surplus at the regular meeting in September.
- 9.12 The Faculty Centre shall be managed and operated separately from the Olds College Faculty Association. However, revenues, expenses, and assets of the Faculty Centre will be recorded as part of the OCFA Vice President Finance's reports, annual budget, and financial statements. Therefore, the Faculty Centre Manager will provide an account of Faculty Centre financial activity for incorporation into the Vice President Finance's reports presented at Regular Meetings.
- 9.13 Books and Records**
- 9.13.01 Upon written request to the Vice President Finance or the Vice President Communications, the books, general records, and correspondence of the Association may be examined at the OCFA Office by any member in good standing during regular working hours on any regular working day during the normal college year, provided that three (3) working days' notice is given.

## **ARTICLE 10 -- MEETINGS**

- 10.01 At least eight (8) Regular Meetings shall be held in the period September 1 of one year to June 30 of the following year.
- 10.02 Regular Meetings are normally scheduled for the second Thursday of each month. Under special circumstances the Executive Board may change the meeting date by giving written notice to the members of at least one (1) working day.
- 10.03 A Special Meeting may be called and normally shall deal with only the subject matter listed for consideration at the meeting; however, the Executive Board may add subject matter as needed except as identified in Article 9.06 of the *Bylaws*.

- 10.04 A Special Meeting shall be called by the Executive Board whenever ten or more members in good standing petition the Executive Board for such a meeting.
- 10.05 At any Regular or Annual General Meeting of the Association, the conduct of the meeting shall be as follows:
- a) the Chair shall present an agenda for approval,
  - b) any member in good standing shall be allowed to add any item related to the business of OCFA to the agenda,
  - c) a quorum for all meetings shall be 15 percent of the members in good standing (except as in Article 8.03 of the Bylaws),
  - d) if a quorum cannot be established for any meeting, the business of the meeting shall be tabled to a specified meeting date. (If at that following meeting there is no quorum, then whatever number of members in good standing are present and attending shall constitute a quorum.),
  - e) voting shall be by a show of hands (except in Article 7.02 of the Bylaws) of only those members present and voting. (A simple majority will be required for passage. In the event of a tie, a second vote by secret ballot shall be taken with a simple majority required for passage. In the event of a tie after the second vote, the Chair shall cast a deciding vote.), and
  - f) all meetings shall be conducted using Robert's Rules of Order save and except those items covered in these Bylaws.
- 10.06 An **Annual General Meeting** shall be held in May or June with not less than five (5) working days' notice. Such a meeting shall consider at least the following:
- a) an annual report by the President on the year's activities.
  - b) an annual report by the Faculty Representative to the Board of Governors on the year's activities.
  - c) a preliminary financial statement setting out the current year's income, disbursements, assets, and liabilities presented by the Vice President Finance in accordance with Article 9.03 of the Bylaws.
  - d) a projected budget for the coming fiscal year to be presented to the membership by the Vice President Finance.
  - e) the election of Executive Board officers for the coming year.
  - f) the election of members to OCFA committees, joint committees, and any other body requiring OCFA representation.
  - g) annual reports by the Chairs of all standing committees.
  - h) an annual report by the designated member of all joint OCFA and Olds College Councils.
- 10.06.01 If any of the above identified reports or elections are not carried out, they shall be tabled to the next Regular Meeting of the Association.

- 10.06.02 Notwithstanding Article 10.06 (f) of the *Bylaws*, for any committee requiring election rather than appointment, and in the event that no member stands for election or is elected, then the Executive Board is empowered to appoint members to those vacant positions.

## ARTICLE 11 -- COLLECTIVE AGREEMENT

- 11.01 No Collective Agreement shall be binding upon the Association, no proposed settlement shall be binding upon the Association, and no officer shall execute a Collective Agreement unless the following requirements have been met:
- a) the proposal or Collective Agreement has first been submitted to a Special meeting to consider the proposal or Collective Agreement and
  - b) a majority of the members affected, present and voting, have by secret ballot voted in favour of the Collective Agreement, or
  - c) a majority of the members affected, present and voting, have by secret ballot voted in favour of submitting the Collective Agreement or specified articles of the Collective Agreement for binding arbitration.

## ARTICLE 12 -- AMENDING PROCEDURE FOR BYLAWS

- 12.01 The *Bylaws* of the Association shall be reviewed at least once every five (5) years by the Legislative Committee.
- 12.02 The *Bylaws* of the Association may be amended at any Annual General, Regular, or Special Meeting. All such amendments shall be by Extraordinary Resolution.

## ARTICLE 13 -- DISSOLUTION

- 13.01 In the event the Association is dissolved in the course of its ordinary business, all of its assets, after payment of its liabilities, shall be distributed in one of the following ways or in a combination thereof:
- a) disposition of the assets (or portion thereof) *pro rata* to the current Regular Members,
  - b) assignment of the assets to a successor faculty association or to another organization designated by the Members, and/or
  - c) deed of trust to a person or corporation as designated by the Members to be held on terms approved by the Association.
- 13.02 Voluntary dissolution shall follow the same procedural provisions (notice, quorum, voting procedures, etc.) as apply to the Annual General Meeting.

- 13.03 In the event of the Association's impending involuntary dissolution as a result of legislation, regulation, or ministerial policy, all of its assets, after payment of its liabilities, shall be distributed as per Section 13.01.
- 13.04 In the event of impending dissolution, the Officers of the Association shall be specially empowered to convene a Special Meeting upon two (2) days' written notice. The quorum requirement shall be a simple majority of those members present at the meeting. At this meeting, the Officers shall put forward the evidence prompting their action in calling an Extraordinary Meeting for the purposes of dissolving the Association and distributing its assets.

#### ARTICLE 14 -- GIFT POLICY

##### 14.01 General

- 14.01.01 OCFA will present gifts up to fifty dollars (\$50) in value to members in cases of the following:
- bereavement – immediate family (parents, children, spouses and siblings)
  - birth
  - illness
  - marriage

- 14.01.02 Members are responsible for notifying the Executive or the OCFA Office about such events concerning oneself or one's colleagues.

##### 14.02 Service / Recognition

- 14.02.01 Academic Staff Members who have served on the Executive, as a Faculty Centre Manager, or given other outstanding commitments of time be presented a commemorative gift in recognition of their service.

##### 14.03 Leaving / Retirement

- 14.03.01 Guidelines for determining gift value for OCFA members who resign or retire:
- Years of Service: not less than 2 years of service, except for temporary full-time Academic Staff Members who have taken an active part in the Association.
  - Involvement Points: (Executive will assess individual involvement.)
    - a) 1 Point – Minimal involvement: pays dues; limited support for OCFA activities
    - b) 2 Points – Proportional involvement: attends meetings regularly; active involvement and participation.
    - c) 3 Points – Exceptional involvement: maintains on-going involvement necessitating major time commitments, Executive positions, active participation in standing and joint committees.
  - Formula: Years of Service (x) Involvement Points (x) \$6

**ARTICLE 15 – DONATION POLICY****15.01 Donation Guidelines**

15.01.01 At the AGM a donation budget of up to \$2000 may be approved and dispersed by the Executive Board.

15.01.02 Donation requests will be considered as “in kind” values.

**15.02 Not for Profit Organization**

15.02.01 The Olds College Faculty Association is a not- for-profit organization. Generally, requests for donations will be denied. However, requests in writing will be considered by the Executive Board if it:

- applies to members
- benefits members
- college activity
- furthers the profile of faculty
- enhances the profile of faculty in the community
- as a responsibility of membership in ACIFA
- is a donation to the President’s Christmas Basket Fund
- is for Spring Fling

**15.03 Death of a Member**

15.03.01 Upon the death of a member, a donation equalling the amount of the gift value, as outlined in 14.03.01, shall be used to memorialize the member.



# APPENDIX A

POST-SECONDARY LEARNING ACT

**Article 1** (This Article to be updated when changes are made to the Post-secondary Learning Act)

- 85(1) The Lieutenant Governor in Council shall by order establish an academic staff association for each public post-secondary institution other than the Banff Centre.
- (2) Each academic staff association is a corporation with the name given to it by the Lieutenant Governor in Council and consists of the academic staff members of the public post-secondary institution.
- (3) Each academic staff association shall have the exclusive authority, on behalf of the academic staff members, to negotiate and enter into an agreement with the board of the public post-secondary institution.



# APPENDIX B

## CODE OF ETHICS

This Code represents minimum standards of professional conduct and is intended as a guide for members of the Olds College Faculty Association.

This Code deals generally with the professional relationship between an Academic Staff Member and the students, one's colleagues, the Association, or the College. This Code shall not supersede the basic human and legal rights of the individual.

This Code shall apply to all members of the Olds College Faculty Association. Matters arising from breaches of this Code will be handled within the framework of the Bylaws of the Olds College Faculty Association.

## ARTICLES

**Article 1** When performing professional duties, Academic Staff Members will demonstrate integrity, honour and respect for students, faculty and staff of Olds College. In statements outside the College, a faculty member retains the responsibility of seeking truth and stating it as he sees it. However, unless specifically authorized to do so, he should not imply that he is speaking in the name of the College.

**Article 2** A primary responsibility of an Academic Staff Member is the dissemination of knowledge and understanding through teaching. Through professional development, the Academic Staff Member will devote his energies conscientiously to develop his effectiveness and competence as a teacher.

An Academic Staff Member will be conscientious in the preparation and organization of subject matter.

An Academic Staff Member will continually strive to improve methods of presentation of subject matter to the students.

An Academic Staff Member will strive to encourage the free exchange of ideas between himself and his students.

An Academic Staff Member shall not initiate or permit the initiation of a sexual relationship with a student (excluding spouse) while they are in a student/faculty relationship; or where it is reasonable to assume that they may (in the future) be in a student/faculty relationship.

An Academic Staff Member will not exploit a student for private or public gain.

An Academic Staff Member will keep in confidence information gained about a student's academic progress, personal life, or political and religious views. Any disclosure of information regarding students must comply with the Freedom of Information and Protection Act (FOIP).

**Article 3** An Academic Staff Member has the obligation to defend the right of his colleagues to academic freedom.

An Academic Staff Member shall avoid unfavourable criticism of an associate except when made to the immediate supervisor, and then in confidence, and after the associate has been informed of the nature of the criticism.

**Article 4** The Academic Staff Member will fulfill the contractual obligations entered into between the Association and the Employer.

### AMENDMENT PROCEDURE

This Code may be amended by the Association, by normal resolution, at a legally constituted meeting.

### PROCEDURAL GUIDELINES FOR INVESTIGATION OF ALLEGED VIOLATIONS OF THE CODE OF ETHICS

- 1.01 In the event that a member or members of the Association assert charges of a violation of this Code, he/she shall present these charges in writing to the Ethics Committee, with a copy to the respondent. Complaints shall set out, as far as possible, full details including at least the following:
- \* The nature of the charge or complaint.
  - \* The name or names of other Association members involved.
  - \* The time, date, and place of alleged violation.
- 1.02 In the event that the complainant(s) or the respondent(s) is a member of the Ethics Committee or of the Executive Board, he shall vacate his position for the duration of the hearing. His position shall be temporarily assumed by an Association member appointed by the Executive Board.
- 1.03 The Ethics Committee shall investigate any alleged unethical conduct in accordance with the following guidelines:
- a) The Committee shall meet within seven days of receiving a written communication or complaint.
  - b) The Committee shall make a decision as to whether the matter falls within its jurisdiction and shall inform the complainant(s) and the respondent(s) of its decision to proceed or not to proceed with the charge.
  - c) In the event of a decision to proceed, the Committee may seek further information from the complainant(s), the respondent(s), or other members.
    - i) If the request and the reply are in writing, copies of the correspondence and any supporting documents shall be provided to the complainant(s) and the respondent(s).

*(Procedural Guidelines, continued)*

- ii) If the requests are oral, the complainant(s) and the respondent(s) shall be invited to be present at such consultations.
- d) The Committee may request further information, in writing, from specific persons outside the Association.
  - i) Copies of any such request, together with copies of any replies and supporting documentation shall be presented to the complainant(s) and the respondent(s),
  - ii) The complainant(s) and the respondent(s) shall be invited to be present at such consultations,
- e) The Committee shall within twenty days render its decision in writing to the Executive Board and recommend either a disciplinary measure(s) or no further action.
  - i) If the recommendation is disciplinary, the Executive Board has the power to undertake any of the following measures:
    - reprimand the Member
    - suspend selected Member privileges,
    - submit a report to the College president.
- f) The Committee shall submit copies of its decision to the complainant(s) as well as to the respondent(s). This report shall specify the date or dates upon which any penalty or penalties are to be applied.
  - i) "Days" shall be interpreted to mean working days and, in this procedure, shall be computed exclusive of the months of June, July, and August.

#### 1.04 Special Cases

The Ethics Committee may investigate a possible violation of this ethics code without a complaint having been made. In such cases, the Committee shall proceed without a complainant, but otherwise complying with 1.03, commencing with 1.03 (b).

### APPEAL PROCEDURE

Either party to a charge of a violation of this Code may, within 30 days, submit a written appeal of the decision or decisions of the Ethics Committee to the Executive Board.