



Faculty Association of Red Deer Polytechnic

# **Faculty Association of Red Deer Polytechnic Constitution & Bylaws**

*Revised November 2020  
Renamed 2024*

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**Red Deer Polytechnic acknowledges that we learn and work on Treaty 7, Treaty 6 and Métis ancestral lands, the gathering place of many Indigenous Peoples. This is where we will strive to honour and transform our relationships with one another.**

## **CONSTITUTION**

### Article 1 - NAME

1.1 The name of this Association shall be the Faculty Association of Red Deer College, hereafter referred to as the Association.

### Article 2 - DEFINITIONS

[ACIFA](#) shall mean the Alberta Colleges & Institutes Faculties.

[Association](#) shall mean the Faculty Association of Red Deer College.

[Collective Agreement](#) shall mean the current Collective Agreement between the Association and the College.

[College](#) shall mean the Red Deer College.

[Executive](#) shall mean the Executive Board of the Association as designated in the Association's Constitution & Bylaws.

[Labour Relations Code](#) shall refer to the Labour Relations Code RSA 2000 Chapter L-1 Current as amended.

[Member](#) shall be a Member of the Association and shall include all categories as outlined in the "Definitions" section of the Collective Agreement.

[Standing Committees:](#) are permanent committees of the Association, with varying membership based on corresponding terms of reference.

### Article 3 - MISSION AND OBJECTIVES

3.1 Mission Statement: Good and fair working conditions in which we can support student learning with professional and scholarly integrity, supporting this through faculty-led Professional Development, and contributing to Red Deer College governance.

#### Article 3.2 OBJECTIVES

- The objectives of the Association are: (each of the following objects are listed in no particular order of importance). To promote, maintain, and improve the quality of education at the College.

- To participate in the academic governance and operation of the College through Association representatives on standing committees.
- To promote and support the professional development and professional standing of the members.
- To promote and protect academic freedom and the right of members to exercise independent judgment in carrying out their educational responsibilities and scholarly activities.
- To protect and advance the contractual rights and professional interests of members as individuals and groups.
- To act as the bargaining agent for the members within the meaning of the [Post-Secondary Learning Act](#) and to provide formal channels for collective bargaining with the College on all matters related to salary, working conditions, and other terms of employment.
- To promote awareness of and adherence to an explicitly defined set of guidelines for ethical practice for members of the Association.
- To safeguard the personal well-being of the members of the Association with respect to workplace health and safety.
- To communicate and cooperate with other institutions, and organizations which have similar interests.
- To provide a collective voice for the views of members in all matters affecting the College community and to deal with other matters congruent with the interests of the Association or its members.

#### Article 4 MEMBERSHIPS

- 4.1 As per the [Collective Agreement](#), all those designated to be Members are:
- defined in the Definitions section
  - and consistent with Articles 2.1 and 3 of the [collective agreement](#).
- 4.2 Association membership dues will be deducted at a rate determined at a General Meeting or Special meeting and shall be subject to the guidelines outlined in the Bylaws.

#### Article 5 - EXECUTIVE OFFICERS

- 5.1 The Executive Officers are members of the Executive Board. The Executive Officers shall be designated:
- President
  - Vice-President
  - Treasurer
- 5.2 These shall be elected positions. Only continuous appointment members may hold these positions.

- 5.3 The Executive Officers are the designated signatories on behalf of the Association.
- 5.4 The election of Executive Officers shall be by secret ballot and the person carrying a plurality of votes on such secret ballot shall be declared elected.
- 5.5 The Executive Officer positions shall be elected for two-year terms of office at the Annual General Meeting.
- 5.6 Executive Officers of the Association may be removed for *just cause*<sup>1</sup> at any time during their term of office by a majority vote of the membership of the Association.
- 5.7 In the absence of an Executive Officer, the Executive may delegate the duties of the Officer to another member.

#### Article 6 - MEMBERSHIP MEETINGS

- 6.1 Quorum - For all the meetings referred to in Articles 6.2 to 6.4, the following conditions of quorum apply:
  - 6.1.1 A quorum shall be ten percent (10%) of the voting membership of the Association, excluding members on sabbatical leave, leave of absence, deferred salary leave, or long-term disability leave.
  - 6.1.2 A quorum shall be deemed to exist unless it is questioned. If at any point during the meetings the quorum is questioned and it is then determined that a quorum is not present, the meeting may continue **for information only**; no votes may be taken. Any such failure of quorum will be noted in the minutes.
  - 6.1.3 If the absence of a quorum prevents the necessary vote on one or more agenda items, a subsequent meeting may be called to deal only with these items.
  - 6.1.4 At the subsequent meeting, the members in attendance will constitute a quorum. This provision regarding quorum will be indicated clearly in the notice of the meeting.

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<sup>1</sup> As defined of the Government of Alberta's website - <https://www.alberta.ca/termination-pay.aspx#toc-3>

## Article 6.2 - Annual General Meetings

The Association shall hold an annual general meeting normally within 90 days of the Association's fiscal year end . This meeting shall occur with no less than 21 days notice. Such annual general meetings shall conduct at least the following business of the association.

- 6.2.1 Receive the report of the Executive Board with the signature of the President. This brief report shall list the general, special, and annual general meetings that occurred in the previous twelve months, and the meetings of the Executive in that same period. It shall also indicate how members can [access minutes](#) from all those meetings, and the [President's Reports](#) to the general meetings. Finally, the [Annual Report](#) of the executive shall make a brief listing of major issues dealt with and decisions taken during the previous twelve months.
- 6.2.2 Receive the financial statement of the Association with the signature of the Treasurer and the President.
- 6.3 Regular General Meetings  
In addition to the Annual General Meeting, meetings of the general membership shall normally be held twice in the fall term and twice in the winter term. Provided bylaw amendments (which requires at least 21 days' notice) are not being sought), five days' notice in writing shall be given, and said notice shall include the agenda for the meeting.
- 6.4 Special General Meetings (excluding [Collective Agreement](#) settlement offer meetings).
  - 6.4.1 Special General Meetings shall be called by the President upon:
    - Direction by the Executive **OR**
    - Presentation to the President of a petition, signed by one-third of the membership, requesting such a meeting and stating the purpose.
  - 6.4.2 When calling a Special General Meeting, the President or his/her designate must give to the membership a minimum of **three** working day's notice in writing, such notice will include the agenda. Only those items on the agenda shall be considered.
- 6.5 Special General Meetings (and the subsequent voting process) for Collective Agreement settlement offers. All matters which pertain to the settlement of the Collective Agreement and which require ratification by a majority of the members of the Association shall be presented in the following manner:

- 6.5.1 The offer of settlement shall be provided to the members of the Association five working days in advance of the first of two Special General Meetings of all Association members constituted for the purpose of explaining the settlement offer; the version of the offer of settlement which is provided to all members need not contain all the formal Collective Agreement terminology but the full, formal version of each proposed change shall be made accessible to members via the President.
- 6.5.2 The two Special Meetings, chaired by the Negotiations Committee, shall occur on the same day. They shall be scheduled at times and at locations which will:
- allow as many Association members as possible to be presented with an explanation of all settlement issues; and
  - allow these members the opportunity to seek clarification of any aspects of the offer and to discuss this offer.
- 6.5.3 A vote by secret ballot will be held on the two workdays immediately following the Meetings. Voting will occur between 9:00 a.m. and 4:00 p.m. All Association members are eligible to vote.
- 6.5.4 The Vice-President shall serve as Returning Officer according to the provisions stated In [Article 8.1.2](#) (Elections).
- 6.5.5 Rules of Conduct  
The most current edition of [Robert's Rules of Order](#) shall be the Association's parliamentary authority for all meetings. The President, or designate shall act as parliamentarian at meetings.
- 6.6 Approval of Motions  
Motions are approved by show of hands by majority vote of those present except for:
- Extraordinary motions to alter the Constitution shall require a 2/3 vote of those members present.

## Article 7 - AMENDMENTS

### CONSTITUTION

#### 7.1 Amendments to the Constitution

- 7.1.1 The Constitution of the Association shall only be altered by an extraordinary motion passed by no less than 2/3 of the members in attendance at an Annual General Meeting.

- 7.1.2 A written notice of motion shall be presented to the President and distributed to members at least 21 working days prior to the Annual General Meeting.
- 7.1.3 The written notice shall provide the exact language of the proposed amendment and rationale for the change.
- 7.1.4 The Constitution and Bylaws shall be reviewed every two years or as deemed necessary by the Executive.

## BYLAWS

### 7.2 Amendments to the Bylaws

- 7.2.1 The Bylaws of the Association may be made, altered or rescinded at any General or Special General Meeting of the Association at which there is a quorum, on providing at least 21 days' notice of the proposed change.
- 7.2.1 Any and all such proposed changes must be plainly indicated on the agenda for the meeting. No article may be considered for a motion to change if it was not listed among the proposed changes in the agenda.
- 7.2.2 Voting on proposed changes to the Bylaws shall be by a show of hands unless, upon motion, a secret ballot is directed to be taken.
- 7.2.4 A change to a Bylaw requires a 2/3 majority vote of those present at the meeting.

## Article 8 - ELECTIONS

### 8.1 Annual Elections

- 8.1.1 The annual elections shall normally be held during the month of March.
- 8.1.2 Members shall be eligible:
  - to have voting privileges
  - to act on any committee of the Association except where the [Collective Agreement](#) or Executive discretion restricts the committee membership.
- 8.1.3 The Vice-President of the Association shall serve as Returning Officer. The Vice-President shall vote and then keep the ballots in a sealed envelope. This person's vote for any specific position will be counted only if it is needed to break a tie. If it is not needed, the envelope and ballot (s) shall be destroyed.
- 8.1.4 Normally all terms shall be from September 1 to August 31 inclusive except for Academic Council, which shall be from October 1 to September 30 inclusive.

8.1.5 Normally all terms are for a duration of two years, and where possible approximately half of each committee's positions will be filled each year.

## 8.2 Vacant Positions

8.2.1 Should any positions on the Executive or any of the Elected or Appointed Standing or Ad Hoc Committees remain or become vacant after the Annual Election, the Executive shall appoint members to fill the vacant position. At its discretion, the Executive (in consultation with the nominee) may choose to have the appointment run for a period of up to two years.

8.2.2 If the President cannot fulfill their term, a by-election shall be called as soon as possible.

## Article 9 - VOTING

9.1 Electronic voting can also be utilized by the Association.

9.2 Electronic votes must occur synchronously during the secret ballot process. Members choosing to vote electronically must inform the FARDC Returning Office at least 24 hours prior to the vote.

9.3 A return email will confirm eligibility to vote electronically.

9.4 Members voting electronically must be aware of the risks of voting electronically (ie. technology failure). Votes will not be considered after the vote is finalized.

## Article 10 - EXECUTIVE BOARD

10.1 Positions on the Executive Board shall be filled during the Annual Election.

10.1.1 Normally positions are for a duration of two years, and approximately half of these positions shall be filled each year.

10.1.2 The position of Past President shall be for a duration of up to two years, to be determined at the discretion of the incumbent.

10.1.3 Vacant positions shall be filled by temporary appointment (See Article 8.2)

10.2 The Executive Board of the Association shall consist of the following Executive Officers:

- President,
- Vice-President
- Treasurer
- Past-President

Executive Members:

- a representative to the Board of Governors (as a non-voting member)
- a minimum of five (5) and maximum of seven (7) members-at-large
- a representative from each of the Elected Committees
- a representative of the sessional instructors
- a representative of the part-time instructors.

10.3 Role descriptions for each of the Executive positions shall be delineated in Appendix A.

10.4 Meetings of the Executive Board will normally occur twice per month during the Fall/Winter terms (Sept. to May). Additional or alternate meetings may be called by the President as necessary. These meetings are open to the general membership.

10.5 The quorum for the Executive Board meetings will be a simple majority of the voting membership (excluding any vacant positions).

10.6 The Executive Board shall be empowered to conduct the normal business of the Association. The Executive has the fiduciary responsibility for the Association; that is the Executive acts for the benefit of the membership and holds Association assets in trust.

#### Article 11 - ELECTED STANDING COMMITTEES

In addition to The [Guidelines for Ethical Practice](#) (2011), the essential expectations applicable to the actions of all members representing the Association on elected standing committees shall be:

- The committee shall endeavor at all times to seek out and then act in accordance with the interests or wishes of the majority of the Association membership.
- The committee shall make decisions on all matters that fall within its purview, but any matter that it judges to be significant will be brought to the Executive and/or the full membership for resolution.

- The committee will immediately enact any directives made to it through majority votes by either the Executive or the membership at large.
- If the committee formally opposes a directive made to it solely by the Executive, the committee will notify the Executive within one week of receipt of such a directive, and the Executive shall bring the matter to a meeting of the Association for a vote, the result of which shall be binding.
- Such a meeting may be a Regular Meeting or a Special Meeting, but shall occur not more than two weeks after the Executive receives the committee's opposition to its directive.
- Annually, each committee shall submit its terms of reference to the Vice-President for review and posting on the Association communication network.

### 11.1 Committee Membership

11.1.1 Positions on elected standing committees will be filled during the Annual Election.

11.1.2 Positions normally are for duration of two years, and approximately half of each committee's positions will be filled each year.

11.1.3 Vacant positions will be filled by temporary appointment (see Article 8.2).

### 11.2 Committee Mandate

11.2.1 Unless otherwise stated, each of the elected standing committees shall select its own Chairperson as well as one member (usually the Chairperson) to be its representative to the Executive Board.

11.2.2 Unless otherwise stated, each elected standing committee shall establish its own Terms of Reference and Operational documents. These must be consistent with any or all of the applicable governing documents, including the [Collective Agreement](#), Association Constitution and By-laws, Guidelines for Ethical Practice, [Post-Secondary Learning Act](#), [Alberta Labour Code](#), and other relevant [College Policies & Standard Practices](#).

11.2.3 Newly developed or changes to existing terms of reference and operational documents shall be subject to Executive review and approval.

11.2.4 Each elected committee shall submit an agenda to the Vice-President prior to each meeting.

11.2.5 Each elected committee shall keep minutes of its meetings, and the Chairperson or designated representative to the Executive Board shall ensure that one copy of these minutes is forwarded to the Executive on an ongoing basis.

11.2.6 An orientation session shall be provided annually for all committee members.

### 11.3 Professional Development Committee

11.3.1 Association members elected to this committee shall include:

- Supercluster representatives as delineated in the current [Faculty Professional Development PD Guidebook](#). These shall be Continuous members.
- Chairperson (representative to the Executive Board)

11.3.2 This Committee may include other non-voting members where appropriate as per their approved [Terms of Reference](#) and Operating documents.

11.3.3 An Executive Officer shall be designated to confer with the committee.

### 11.4 Faculty Performance Committee

11.4.1 This committee shall include six continuous members as per the [Collective Agreement](#).

11.4.2 An Executive Officer shall be designated to confer with the committee.

### 11.5 Academic Council

11.5.1 This council shall include eight members as per the Constitution of the [Academic Council](#) of Red Deer College and [Post-Secondary Learning Act](#).

11.5.2 This committee mandate is subject to the Constitution of the Academic Council of Red Deer College and the Post-Secondary Learning Act. Changes to this document must have tri-partisan agreement (Association, College and Student Association).

11.5.3 An Executive Officer shall be designated to confer with the committee.

## 11.6 Negotiations Committee

- 11.6.1 This committee shall include six elected members, with four members forming the negotiating team during the collective bargaining process as per Appendix A of the [Collective Agreement](#).
- 11.6.2 The mandate of the Negotiations Committee shall be to represent the Association on all matters concerning collective bargaining.
- 11.6.3 Collective agreements shall be signed by the President and the Chairperson of the Negotiations Committee, after they have been authorized to do so at a Special General meeting of the Association called for the purpose of approving the Collective Agreement (See [Article 6.5](#)).
- 11.6.4 The President shall be an ex-officio, voting member of the Negotiations Committee.

## Article 12 - APPOINTED STANDING & AD HOC COMMITTEES

- 12.1 Member representatives on Appointed Standing and Ad Hoc committees (Article 12.9) shall be governed by the same expectations and general mandates that pertain to elected representatives, as outlined in [Article 10](#).
- 12.2 Specific committee mandates are reflected in applicable terms of reference.
- 12.3 Member representatives to Appointed Standing and Ad Hoc committees shall be appointed by Executive. The executive will determine member eligibility for each committee.
- 12.4 Normally, the Executive will first inform all members that it is seeking candidates for one or more committees, and then it will appoint the necessary representative(s) from among those who volunteer.
- 12.5 Normally these appointments are designated for two-year terms (Sep 1 - Aug 31 and are determined in conjunction with the Annual elections. Where possible, approximately half of a Standing Committee will be appointed each year.
- 12.6 Vacancies shall be filled on a temporary basis until the next year's appointments are made.

12.7 Member appointees shall represent faculty on these committees, and shall select one of their members to report periodically to the Executive via a designated Executive Board Member.

12.8 Appointments to Ad Hoc committees shall be for the duration of the committee work/project.

12.9 The [Appointed Standing and Ad Hoc Committees](#) with a corresponding number of representatives include:

- Academic Council - 8 from each of the three groups - Admin, FARDC and Students
- Academic Policy - 6 members
- Alumni Committee - 1 member
- Awards of Excellence - 2 members
- Benefits Advisory Committee - 2 members
- CAT Fund Committee - 2 members
- Curriculum Committee - 8 members, one each from Health Sciences, Librarian, Arts and Science, Creative Arts, Learning Designer, Education, DSB and Trades and Technology
- Faculty Performance - 6 members
- Faculty Workload and Appeal - 2 members
- Negotiations - 6 members
- Occupational Health and Safety - 2 members
- PD committee - 11 members - Chair and one position for Superclusters A, B, C, D, and H.  
Two members for superclusters F and G
- Recognition of Scholarly Activity - 5 members
- Research and Scholarship - 5 positions
- Student Awards - 9 members
- Student Dispute, appeal, and Misconduct - 4 members

## Article 13 - FINANCES

### 13.1 Membership Dues

The College shall deduct, from the gross earnings of each member covered by the [Collective Agreement](#), monthly dues as follows:

13.1.1 All members shall pay dues equivalent to 1.5% of their gross monthly earnings.

13.1.2 Said dues shall be submitted to the Association.

### 13.2 Borrowing Powers

The Association shall have the power to borrow money to a maximum of the Association's marketable securities. The decision to borrow will be made only in exceptional circumstances and will require the approval of the Executive.

### 13.3 Budget

13.3.1 The proposed budget for the coming year is distributed with the agenda at the first general meeting in September.

13.3.2 Any proposed budget where anticipated expenses are greater than anticipated revenues requires an extraordinary motion and is subject to a two thirds majority of those present and eligible to vote.

13.3.3 Any unbudgeted expenditures that are greater than \$10,000 must be approved by both the Executive and the Association membership prior to the disbursement of the funds.

### 13.4 Financial Statement

A financial statement shall be prepared and submitted to the Annual General Meeting of the Association.

### 13.5 Audit

In compliance with the [Post-Secondary Learning Act](#), the Association shall have the financial statement audited, as determined by the Executive.

### 13.6 Investments

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

13.6.1 Deposits insured by the Canada Deposit Insurance Corporation.

13.6.2 Deposits fully guaranteed by the federal or provincial government.

### 13.7 Approval

No committee or its members shall spend Association monies, enter into contractual agreements, or incur debts in the name of the Association without prior approval of the Executive.

### 13.8 Cheques and other financial instruments

13.8.1 All cheques to be executed on behalf of the Association shall, in the normal course of business be signed by two of the three Executive Officers.

13.8.2 All other expenditures shall be subject to the guidelines outlined in the [expense guidelines document](#).

### 13.9 Expenditures

13.9.1 Members may be reimbursed for normal and reasonable expenses occurred in the performance of authorized Association duties, upon submission of expense claims and approval.

### 13.10 Workload Release and Honoraria

13.10.1 As per Article 4 of the [Collective Agreement](#), the College shall not unreasonably withhold approval for leaves of absence or workload release for members elected or appointed to perform Association business.

13.10.2 The Executive shall determine the need for release time or honoraria, based on the work required for a position or project. This determination will be subject to Association budget and financial parameters.

13.10.3 Normally the Association will arrange with the College to purchase workload release for the following members as specified:

- President: Half-time course release from one quarter (or nearest possible fraction) of annual workload norm, as defined in Article 4 of the Collective Agreement.

*When the College grants a Member workload release to serve as President of the Association, such workload release shall be half-time (.50 FTE), and the full cost of replacing the Member with a Term-Certain Member as defined above shall be shared equally between the College and the Association (Article 4 of the Collective Agreement).*

- Vice President: Release from one 3-credit course (or nearest possible equivalent) per year.

- Chair of Negotiations Committee: release from one 3-credit course (or nearest possible equivalent) in the Winter term of the year in which Negotiations will commence.

13.10.4 Only in exceptional circumstances will the Executive offer one of its members an honorarium in lieu of the workload release. These circumstances should be unforeseen, so that members should not take on one of the above positions if they anticipate that the specific workload release would not be possible. Approval of the payment of such an honorarium requires a majority vote of the Executive.

## Article 14 - WIND-UP AND DISSOLUTION

- 14.1 In the event the Association is wound up or 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:
- 14.1.1 Disposition of the assets (or portion thereof) pro-rata to the current members;
  - 14.1.2 Assignment of the assets to successor staff association or to another organization designated by the members;
  - 14.1.3 Deed of trust to a person or corporation as designated by the members to be held on terms approved by the members.
- 14.2 Voluntary windup or the dissolution shall follow the same procedural provision as per [Article 7.2](#).
- 14.3 In the event of the Association's impending involuntary windup or dissolution as a result of legislation, regulations, or ministerial policy, all of its assets, after payment of its liabilities, shall be distributed as per Article 14.1 above.
- 14.4 In the event of impending involuntary windup, the President shall call a Special General Meeting. The agenda shall make it plain that the purpose of the meeting is to prepare for the involuntary windup by determining the way in which its assets will be distributed.

## Article 15 - RECORDS OF THE ASSOCIATION

- 15.1 Preparation and Custody of Records
- 15.1.1 The Vice-President shall be responsible for the accurate preparation of the minutes of General Special and Executive meetings.
  - 15.1.2 The Vice President shall be responsible for maintaining all internal and external correspondence of the Association.
  - 15.1.3 The Vice-President may delegate recording and filing responsibilities to a non-voting Recording Secretary.
  - 15.1.4 The official documents of the Association shall reside in the custody of the President.
- 15.2 Inspection of Records of the Association
- 15.2.1 Members have the right to inspect the minutes of all meetings and financial documentation of the Association. The President shall provide access to the requested documents within one week after receiving notice.

Members may access all the official documents. The President shall make available original copies of the requested document(s) within 30 days.

## **Appendix A: Role Descriptions**

### **ASSOCIATION EXECUTIVE**

#### Guiding Principles:

##### Familiarity with Association Documents:

- Executive members shall be familiar with the contents of the [Collective Agreement](#), Constitution and By-laws.

##### Planning and Preparing for Meetings:

- Executive members shall prepare for meetings by reading documents and gathering relevant, useful information in order to contribute to discussions.

##### Attendance and Conduct:

- Members of the Executive shall commit to attend regular meetings and to prepare for those meetings.
- While recognizing and valuing the diversity of backgrounds and opinions, and in keeping with the Guidelines for Ethical Practice Executive members shall conduct themselves in a respectful and professional manner.

##### Discussion and Debate:

- Executive members shall participate fully and actively in a shared leadership environment while taking into account the diverse perspectives of the members of the Executive.
- Each member values, supports and encourages discussion and debate.

##### Decisions:

- All decisions are recorded in the meeting minutes, and thus Executive members may share information about decisions with any member of the Association. However any detail about individual members' positions and comments made during the decision-making process are considered private.
- Each member shall respect, support and represent decisions made by the Executive as a decision of the whole, thus respecting the wisdom of the group.

##### Confidentiality:

- Individual contributions of each member during executive meetings (e.g. comments, positions, perspectives) are considered personal and private to each member of the Executive and shall not be disclosed and shared with others outside the meetings.

- The minutes of each meeting are public and available to all Association members. Discussions that happen in-camera are not public and are confidential to the members of the Executive.

**Conflict of Interest:**

- In the case of a conflict of interest, real or perceived, executive members have the responsibility to disclose that they are in conflict of interest and seek advice from the Executive.

**Official spokesperson:**

- When an Association opinion is requested (verbal or written), the request should be referred to the Executive Officers. The President is the official designated spokesperson on behalf of the Association.

## **EXECUTIVE OFFICERS**

### **President**

#### *General Authority*

##### The President

- Is the voting delegate at the ACIFA's president table.
- Assign other voting responsibilities according to FARDC guidelines shall be the Chief Executive Officer of the Association.
- Shall act as Chair of the Executive Board.
- Shall be the official spokesperson of the Association. All communications (written and spoken) on behalf of the Association shall come from the President, unless the President has delegated others to communicate on his/her behalf.
- Shall be the Association's official liaison with the College, Student Association and non-member associations/unions (e.g. CUPE, AUPE).
- Is the voting delegate to ACIFA.
- Supervises and directs the work of any nonvoting support personnel employed by the Association.
- Acts as an Ex-officio member of all Association committees. Additionally the President has voting privileges on the Professional Development and Negotiations committees.

#### *Meetings*

The President in consultation with the Vice-President coordinates all meetings of the Executive Board and the General Membership. They set and prepare the agenda, provide the minutes for approval, circulate relevant reports for review, prepare the annual report and facilitate the annual presentation of the budget/financial statements.

This position shall confer with one of the following committees: Academic Council, Professional Development and Faculty Performance as designated.

#### *Collective Agreement*

As per the [Collective Agreement](#), the President has the official authority in all matters pertaining to the Collective Agreement.

To this end, the President works collaboratively with the Executive and other designated persons in this decision making process. Further, to ensure optimal representation to the membership in administering the Collective Agreement, the President may consult with external legal counsel, and/or delegate the processing of grievances and contract interpretation to any member deemed knowledgeable in labor relations.

#### *Communications and Maintenance of Records/Guiding Documents*

In consultation with the Executive Officers, the President ensures all communications, official records and guiding documents are catalogued and held in trust. These include but are not limited to:

- Executive and general meeting minutes;
- Annual and special/periodic reports;
- Budget and financial statements.
- Audit reports;
- Member's Handbook;
- Collective Agreement;
- Grievance/arbitration files;
- Official communications/directives from the College pertaining to Association matters;
- Archiving of relevant historical decisions;
- Any other documentation deemed relevant and essential to Association business.

#### *Financial*

Shall be designated signatory on all financial documents, including cheques.

#### *Public Relations*

- Represents the Association at College events.
- In collaboration with the Vice-president, welcomes new faculty and orients them to the Association.

### *Delegation*

Upon consultation and agreement of the Executive, the President may delegate some of his or her responsibilities to other Executive members.

### **Vice President**

#### *Authority*

- In the absence of the President, the Vice President shall assume all responsibilities unless deemed otherwise by the Executive, President or Vice President.
- In the event that the President becomes unable to complete his or her term, the Vice-President shall assume the responsibilities of the President until a by-election can be held at the earliest opportunity.

#### *Communications and Maintenance of Records/Guiding Documents*

The Vice President in consultation with the President shall be responsible for processing all Association communications.

#### The Vice President

- Shall be responsible for the accurate preparation of the minutes of General, Special and Executive meetings.
- Shall be responsible for maintaining all internal and external correspondence of the Association.
- May delegate recording and filing responsibilities to a non- voting Recording Secretary.
- Coordinate and facilitate updates to the Member's Manual, Public Relations Materials, and other Association Guiding Documents
- Monitor and update Association web based information
- As per [15.1.4](#) the official documents of the Association shall reside in the custody of the President.

### *Education*

#### The Vice-President

- Shall explore and facilitate education sessions for Executive and members as deemed necessary.
- In consultation with the President, shall coordinate the orientation for new members elected or appointed to Association Committees.

### *Financial*

- The Vice-President is a designated signatory for the Association.
- In consultation with the Executive, annually recommends a budget item for education and communication initiatives.

### *Meetings*

- The Vice-President attends all Executive, General and Special meetings of the Association.
- This position shall confer with one of the following committees: Academic Council, Professional Development and Faculty Performance as designated.

### *Elections*

- The Vice-President is the designated Returning Officer for elections, referenda, surveys etc.

## **Treasurer**

### *Accountability*

The Treasurer reports to the President and Executive, and to each general meeting of the Association. The Treasurer is ultimately accountable to the general membership of the Association.

### *Finances*

The Treasurer:

- Administers the financial affairs of the association, under the direction of the executive.
- Works with the President on preparing an annual budget.
- Manages Association bank accounts, investments, and credit card(s) payments
- Maintains accurate financial records including tracking revenues and expenditures.
- Pays all bills and invoices by cheque.
- Prepares the financial statement for audit.
- Is a designated signatory for Association.
- As per, 15.1.4 the official documents of the Association shall reside in the custody of the President.

### *Meetings*

- Reports on finances to the executive as required.
- Presents a Treasurer's report at each general meeting
- Prepares and presents specific financial reports relevant for discussion at special meetings i.e. Changes to membership dues.
- This position shall confer with one of the following committees: Academic Council, Professional Development and Faculty Performance as designated.

## EXECUTIVE MEMBERS:

### Executive Board - Past President

The Past President reports to the President and Executive and is ultimately accountable to the general membership of the Association.

#### The Past President:

- Assists the Incoming President into that role.
- Mentors the President.
- Provides assistance and support to the President as required.
- Provides the Executive with historical perspective and context.

### Board of Governors Representative

The Board of Governors Representative reports to the President and Executive, and to each General meeting of the Association. They are accountable to the general membership of the Association and ultimately to the government minister responsible for the post-secondary education portfolio.

#### The Board of Governors Representative:

- Is familiar with Association and College policies and the [Post-Secondary Learning Act](#).
- Facilitates communication between Association and the Board of Governors and ensures that information flows between the two groups in a timely and effective manner, while respecting the need for confidentiality of both groups.
- Places the best interest of the College and all its members ahead of the interest of any specific group.
- Contributes to the academic well-being of the College and that of Advanced Education in Central Alberta.
- Participates in the Board's regular meetings, special meetings, and workshops
- Is thoroughly familiar with the guidelines for members of the Board of Governors as set forth by the Minister responsible for post-secondary education.
- Participates as a non-voting member in Association Executive Meetings, and as a voting member in all Association general and special meetings.

## **Member at Large**

The Members at Large report to the President and Executive and are ultimately accountable to the general membership of the Association.

### *Role*

#### A Member at Large

- Presents concerns and questions from individual members to the Executive and recommends referrals to the appropriate person or source.
- Alerts the Executive of any possible [Collective Agreement](#) violations or other infringements of standard College practice that disadvantage faculty members.
- Is oriented to and familiar with the Association Member's Manual.
- Fulfills any responsibilities delegated to them by the President.
- Attends all Executive meetings.

### *Committee Liaison*

- Members at large are responsible to be an official liaison with designated elected and appointed standing and ad hoc College committees. These designations will be recorded annually at the first Executive meeting in the fall term.
- The liaison role is intended to facilitate seamless communication between member Association committee work and the Executive.
- The designated Member at large shall establish the form of communication through mutual agreement with the committee member(s).
- The Member at Large shall be responsible to share updates with the Executive as appropriate.

## **Sessional Representative**

The Sessional Representative reports to the President and Executive and is ultimately accountable to the sessional members of the Association.

### The Sessional Representative

- Chairs at least one meeting of sessional members per academic year. These meetings are intended to facilitate enhanced communication between sessional members and the Executive.
- Chairs any special meetings of sessional members, particularly when preparing for collective bargaining or processing applicable group policy grievances.
- May invite other members of the Executive as appropriate.

### Part-time Representative

The Part-time Representative reports to the President and Executive and is ultimately accountable to the part-time members of the Association.

### The Part-time Representative

- Chairs at least one meeting of part-time members per academic year. These meetings are intended to facilitate enhanced communication between part-time members and the Executive.
- Chairs any special meetings of part-time members, particularly when preparing for collective bargaining or processing applicable group policy grievances.
- May invite other members of the Executive as appropriate.

### Academic Council Representative

The Academic Council Representative to the Executive Board reports to the President and Executive. They are accountable as follows:

- As one of eight Association members to the College as per the Constitution of the Academic Council of Red Deer College (established via legislation, [Post-Secondary Learning Act of Alberta](#), 2003).
- To the members on Academic Council (who have selected them as their representative on Executive).
- Is ultimately accountable to the general membership of the Association, per [Article 11](#) of the Member's Manual - Bylaws.

### The Academic Council Representative

- Serves as a liaison between Association Executive and Academic Council.
- Expresses faculty concerns and perspectives regarding academic issues to the Academic Council.
- Reports to Association Executive the activities of Academic Council.
- Prepares a written report for each general meeting.
- The Academic Council Representative is a voting member of the Executive.

### **Faculty Performance Committee Representative**

The Faculty Performance Committee Representative to Executive reports to the President and Executive. They are accountable as follows:

- To the members on the Faculty Performance Committee (who have selected them as their representative on Executive).
- Is ultimately accountable to the general membership of the Association, as per [Article 10](#) of the Member's Manual - Bylaws.
- And according to any applicable language arising out of the [Collective Agreement](#).

The Faculty Performance Committee Representative

- Serves as a liaison between Association Executive and Faculty Performance Committee.
- Expresses faculty concerns and perspectives regarding performance issues to the Faculty Performance Committee.
- Reports to the Association Executive the activities of the Faculty Performance Committee.
- Prepares a written report for each general meeting.
- The Faculty Performance Committee Representative is a voting member of the Executive.

### **Negotiations Committee Chair**

The Negotiations Committee Chair on Executive reports to the President and Executive. They are accountable as follows:

- To the members on the Negotiations Committee (who have selected them as their representative on executive).
- Is ultimately accountable to the general membership of the Association, as per [Article 11](#) of the Member's Manual - Bylaws.
- To any applicable language arising out of the [Collective Agreement](#) and/or associated appendices.

The Negotiations Committee Chair

- Seeks out and demonstrates commitment to professional development in preparation for the role.
- Chairs the Association Negotiations Committee.
- Consults with ACIFA labor relations experts as appropriate
- Represents the Association to the Negotiation subcommittee of ACIFA.
- Upon approval of the Executive and in collaboration with the President, may consult with legal counsel as appropriate.
- Serve as a liaison between the Association Executive and Negotiations Committee.

- Reports to Association Executive the status of collective bargaining.
- Prepares a written report for each general meeting.

#### The Negotiations Process

- Leads the Negotiations Committee in collecting data regarding faculty concerns with the [Collective Agreement](#) by November of negotiations year.
- Facilitates the collection of additional data in support of proposed bargaining positions.
- Leads the Negotiations Committee in compiling and prioritizing this information.
- Confers with all Association members in January prior to presenting the opening position.
- In consultation with the Executive, ACIFA designated support, the Negotiations Committee and in alignment with the Collective Agreement provisions outlined in [Appendix A](#) prepares the Association opening position for submission to the College negotiations team by January 15th (in bargaining years only).
- Participates in formal negotiating procedures with the College.
- The Negotiations Committee Chair is a voting member of the Executive.

#### **Professional Development Committee Chair**

The Faculty Professional Development Committee Chair on executive reports to the President and Executive. They are accountable as follows:

- To the members on the Professional Development Committee (who have selected them as their representative on executive)
- Is ultimately accountable to the general membership of the Association, as per [Article 11](#) of the Member's Manual - Bylaws
- To any applicable language arising out of the Collective Agreement and/or associated appendices.
- The current Faculty Professional Development - [PD Guidebook](#)

#### The Professional Development Committee Chair

- Serves as a liaison between Association Executive and Professional Development Committee.
- Expresses faculty concerns and perspectives regarding performance issues to Professional Development Committee
- Reports to the Association Executive the activities of the Professional Development Committee.
- Prepares a written report for each general meeting
- Submits and presents the Professional Development Fund budget at the first General Meeting in the Fall

- Presents the financial statements at the Annual General meeting.
- The Professional Development Committee Chair is a voting member of the Executive.

The President shall be an ex-officio, voting member of the Professional Development Committee.

### **Labor Relations Officer**

The duties of this position will be blended with the duties of the Chair of Negotiations.

### **Appendix B: Duty for Fair Representation**

The Faculty Association of the Red Deer College has the privilege and responsibility to bargain the collective terms and conditions of employment with the College on behalf of its Members in the bargaining unit (“Members”). Given that role, the Association recognizes that the outcome of certain College administrative or Faculty Association proceedings might adversely affect the employment of its Members. In that regard, the Association acknowledges its duty of fair representation to represent its Members, fairly, in good faith, and without discrimination, in accordance with provisions outlined in the *Alberta Labour Relations Code*.

The Faculty Association therefore will receive, and in good faith, will reasonably consider requests from Members for representational assistance in respect of such proceedings.

In making its decision whether or not to represent a Member in a particular matter, or cease to represent a Member in a particular matter, the Association may take any of the following into consideration:

- does the matter fall within/outside the Association’s Jurisdiction, ie. it is not arbitrable?
- does the case show in/sufficient merit to proceed?
- does the individual’s interest conflict/align with the Association’s collective interest?
- does the cost of advancing the case (financial or otherwise) outweigh the benefit that may reasonably be foreseen in advancing same?
- does the Member’s concern adversely impact another Member?
- Is the Member’s conduct considered abusive?
- Is the Member refusing to cooperate with, provide information to, or accept advice or settlement deemed reasonable by the Association?
- Such other factors deemed appropriate by the Association to consider in the circumstances.

In the ordinary course, the determination of the above may be assigned to an *ad hoc* grievance committee or a single member of the Association's Executive.

In appropriate circumstances, the Faculty Association may provide representation, which may include legal counsel, for the Member(s) in addressing the concern (grievance/defending discipline, etc). It is important to note that in the event that the Association determines to provide legal representation to Member(s), the Faculty Association shall retain and instruct counsel to act for the Member(s), on behalf of the Faculty Association of the Red Deer College.

Members in receipt of such assistance will be required to acknowledge the solicitor-client relationship between the Faculty Association and counsel so instructed. The Association shall have the right and authority to instruct counsel regarding the carriage and control of the proceedings and shall be entitled to require and receive

reports from counsel. In the event that differences develop between the Faculty Association and the Member(s) concerned with respect to the conduct of the proceedings, the Member(s) concerned may, at their own expense, appoint and instruct their own counsel, in which event the Faculty Association may exercise a discretion to instruct the Faculty Association appointed counsel to withdraw from the proceedings.

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