

# **Keyano College Faculty Association**

**(“KCFA”)**

# **BYLAWS**

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# BYLAWS

## 1. NAME

**1.00** The name of the Association is “The Keyano College Faculty Association.”

**1.01** The acronym of the Association is the “KCFA.”

## 2. ORGANIZATION

**2.00** The KCFA is a corporation established under the *Colleges Act*, RSA 2000, c. C-19, s. 32(2), and continued pursuant to the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 127(1).

**2.01** The KCFA is an “academic staff association” under the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, and it consists of the academic staff members employed by the Board of Governors of Keyano College.

**2.03** The KCFA is deemed to be a trade union for the limited purposes of acting as bargaining agent for the academic staff members employed by the Board of Governors of Keyano College pursuant to the *Labour Relations Code*, RSA 2000, c L-1, s 58.3(2).

**2.04** These Bylaws are the bylaws governing the affairs of KCFA as an “academic staff association” for the purpose of the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 86(2); and the bylaws of KCFA as a deemed “trade union” for the purposes of the *Labour Relations Code*, RSA 2000, c L-1, s 24(1)(a).

## 3. INTERPRETATION

**3.01** In these Bylaws:

**3.01.01** The mention of a specific statute shall be deemed to include amended and successor statute(s).

## 4. DEFINITIONS

**4.00** “Academic Staff Member”, “Academic Staff” and “Member of the Academic Staff” means an employee of the Board of Governors of Keyano College who, as a member of a category of employees or individually, is designated as an academic staff member under the *Post-Secondary Learning Act*, RSA 2003, c P-19.5.

**4.01** “Association” or “KCFA” shall mean The Faculty Association of Keyano College.

**4.02** “Board of Governors” means the Board of Governors of Keyano College.

**4.03** “Executive Board” means the executive of the KCFA which manages the business and affairs of the KCFA, the Officers of which shall be elected by the Academic Staff Members employed by the Board of Governors of Keyano College, pursuant to the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 86(1).

**4.04** “Extraordinary Resolution” is a resolution passed by a majority of not less than two thirds (2/3) of such Members entitled to vote and actually voting at an General Membership Meeting, or Special Membership Meeting; or through an electronic ballot process the processes of which shall be set out in Policy.

**4.05** “Member” or “Members” or “Membership” means an individual member, or a collective of members as the context requires, of the KCFA, which consists of the Academic Staff Members employed by the Board of Governors of Keyano College.

**4.06** “Officer” means an individual duly elected by the KCFA Membership to a position on the KCFA Executive Board pursuant to these Bylaws.

**4.07** “Regular Resolution” is a resolution, other than an Extraordinary Resolution, passed by a simple majority of such Members entitled to vote and actually voting at a General Membership Meeting, Special Membership Meeting, or Executive Board Meeting; or electronic ballot process which processes shall be set out in Policy.

**4.08** “Table Officers” means the President, and Vice-President

## **5. OBJECTIVES**

**5.01** The objectives of the KCFA are to carry out its business and affairs as a corporate “academic staff association” and deemed “trade union”, including but not limited to:

**5.01.01** Regulating relations between the Board of Governors and the Academic Staff it employs.

**5.01.02** Acting with exclusive authority as bargaining agent for the Academic Staff employed by the Board of Governors to bargain collectively on their behalf in collective bargaining with the Board of Governors, and to bind them by the collective agreement;

**5.01.03** Acting as party to the collective agreement with the Board of Governors; and

**5.01.04** Preserving and improving the terms and conditions of employment of the Academic Staff employed by the Board of Governors, including but not limited to: their academic freedom; and their professional and educational development.

## 6. MEMBERSHIP

**6.01** The Membership of the KCFA consists of the Academic Staff Members employed by the Board of Governors while such employment is extant.

**6.02** Members shall abide by these Bylaws and the Policies of the Association.

**6.03** The Association shall not suspend any of its Members' participation rights or take disciplinary action against or impose any form of penalty on any of its Members for any reason other than a failure to pay the periodic dues and/or assessments uniformly required to be paid by all Members, unless that Member has been found guilty under the Trials & Charges process contemplated in Section 12.

**6.04** Members must be in good standing with the Association to run for, be elected to, hold, or continue to hold, any Office in the Association; or attend and/or participate in any meetings of the Association. Members not in good standing include those Members:

**6.04.01** Who fail to pay the periodic dues and/or assessments uniformly required to be paid by all Members, and whose debt remains in arrears for more than 30 days; or

**6.04.02** Who are charged under these Bylaws, and found guilty of the charge or charges, and the penalty assessed includes a declaration that the Member is not in good standing.

## 7. MEMBERSHIP FEES

**7.01** Membership Fees shall consist of union dues and membership fees

**7.02** The amount of regular Association dues shall be set by resolution of the members

**7.03 (1)** The Association, in its capacity as an incorporated "academic staff association" continued under the Post-secondary Learning Act, SA 2003, c - P-19.5, shall charge, and the Members shall pay, "membership fees" in the amount of 1.00% of the gross salary; and

**7.03 (2)** The Association, in its role as a bargaining agent under the Labour Relations Code, RSA 2000, c L-1, shall charge, and the Members shall pay, "union dues" in the amount of 1.00% of the gross salary.

- a. In setting these "union dues," the Association hereby indicates that one hundred per cent (100%) of the "union dues" collected shall directly relate to activities under the Labour Relations Code, RSA 2000, c L-1, including actions relating to collective bargaining and representation of members, and other activities that do not fall under Labour Relations Code, RSA 2000, c L-1, s 26.1(1)(a).

**7.04** KCFA may cause the Membership to pay special assessment fees where circumstances warrant following the process set out in Policy, which process shall include collection of specially assessed fees.

## **8. BUSINESS & AFFAIRS**

**8.01** The business and affairs of the KCFA shall be in furtherance of the objectives of the KCFA and shall be managed by the Executive Board, the members of which shall be elected by the academic staff members.

**8.02.01** Between Executive Board meetings, management of the business and affairs of the KCFA shall be delegated to the Table Officers.

**8.02.02** Between meetings of the Table Officers, management of the business and affairs of the KCFA shall be delegated to the President.

**8.02** The KCFA, through the Executive Board or delegate, has the capacity, and may exercise all the rights, powers and privileges, of a corporate “academic staff association” pursuant to the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, a deemed “trade union” pursuant to the *Labour Relations Code*, RSA 2000, c L-1, and of a “corporation” pursuant to the *Interpretation Act*, RSA 2000, c I-8, s 16.

### **8.03 Financial Affairs**

**8.03.01** The KCFA, through the Executive Board or delegate, is empowered to acquire, manage and dispose of personal property of the KCFA in the course of carrying out its business and affairs.

**8.03.02** The KCFA, through the Executive Board or delegate, is empowered to manage its real property. The KCFA, through the Executive Board, is empowered to acquire or dispose of real property of the KCFA in the course of carrying out its business and affairs, including but not limited to fee simple or leasehold interests in real property.

**8.03.03** The KCFA, through the Executive Board or delegate, is empowered to borrow or loan monies, mortgage real property, invest monies, and otherwise deal with its finances without limitation in the course of carrying out its business and affairs. Cheques of the KCFA shall require two signatures of Executive Board Officers or designate with Signing Authority.

**8.03.04** The Executive Board will approve an annual KCFA budget, and present it to the Membership at the Annual General Membership Meeting.

**8.03.05** The accounts of the KCFA shall be audited annually, and the audited financial statements and report shall be approved by the Executive Board, and presented to the Membership at the Annual General Membership Meeting. The annual audit shall be carried out by two academic staff members appointed by the KCFA executive council to prepare audited financial statements and report.

**8.03.06** The KCFA shall maintain a contingency fund for the purpose of paying professional expenses resulting from costs associated with extraordinary dispute resolution circumstances.

**8.03.07** The KCFA shall maintain a strike/lockout fund, or at the discretion of the Executive Board, participate in a pooled trust fund whose objective is to provide strike/lockout financial relief to contributors' members when on lawful strike or locked out. Participation in a pooled trust fund shall not prejudice the KCFA or its membership, and will provide equal or better benefits as the KCFA maintaining its own strike/lockout fund.

**8.03.08** If the KCFA is discontinued as a corporation by the Alberta Legislature, subject to legislative requirements, all of its assets, after payment of its liabilities and of any salary, benefit or severance due its employees, shall be distributed as determined by a Special Meeting in one or more of the following ways:

**8.03.08.01** The disposition of assets pro rata to the members at the time of dissolution;

**8.03.08.02** The assignment of assets to a successor association of academic staff or to another organization;

**8.03.08.02** A disposition in trust to a designated person or corporation to be held on terms as may be designated.

#### **8.04** Executive Board

**8.04.01** The Executive Board shall consist of the following positions:

**8.04.01.1** The President

**8.04.01.2** The Vice-President

**8.04.01.3** The Treasurer

**8.04.01.4** One representative elected from each division as subdivided in .

**8.04.02** Only Members in good standing of the Association, with a permanent

indefinite-term academic appointment, may be nominated for election to any voting position on the Executive Board, and elected thereto, by the Membership”

**8.04.03** Executive Board Officers are elected for a term of two years commencing 1 July, limited to two consecutive terms in any particular position. For continuity of organizational governance, starting July 1, 2020 the two-year term of the President shall commence in odd years, and the two-year term of the Vice President shall commence in even years, as set out in Policy.

**8.04.04** No person shall hold more than one position on the Executive Board concurrently. Mid-term Executive Board position vacancies shall be filled through appointment.

**8.04.05** Executive Board Officers shall only be removed from Office prior to the expiry of their term after being found guilty under the Trials & Charges process contemplated in Section 12.

**8.04.06** The Executive Board may make, alter and rescind Policies of the KCFA, which Policies are subordinate to these Bylaws, and if there are inconsistencies between these Bylaws and Policies, these Bylaws prevail. In addition to mandatory Policies mentioned elsewhere in these Bylaws, the Executive Board may make, alter and rescind any Policies in furtherance of the business and affairs of the KCFA, and to augment these Bylaws, including but not limited to Policies addressing:

**8.04.06.02** Financial Affairs of the KCFA

**8.04.06.04** Collective Bargaining

**8.04.06.05** Grievance Handling

**8.04.06.06** Meetings (Annual and periodic General Membership Meetings; Special Membership Meetings; Executive Board Meetings; Table Officer Meetings) procedures, including schedules, notices, agendas

**8.04.06.09** Records and Reports

**8.04.06.10** Elections and by-elections, including timing, processes, nominations and vacancies

**8.04.06.11** Codes of Conduct, including for Executive Board Officers, Members, employees (subject to the terms of employment contracts), contractors, agents

**8.04.06.12** Voting procedures including in person at meetings, and via



electronic ballot

**8.04.06.13** KCFA Committees

**8.04.07** Executive Board Officers' Duties, Powers & Remuneration

**8.04.07.01** Without limiting the general powers in Section 8.01.02, the President or designate shall:

- Chair the Executive Board
- Call and chair all meetings of the Association;
- be responsible for the agenda of all meetings;
- be the public spokesperson and external representative of the KCFA
- Be the official liaison between the KCFA and the Board of Governors or its delegates on behalf of the KCFA
- Be an *ex-officio*, non-voting member of all KCFA Committees
- Be the KCFA's member of the ACIFA Council of Presidents, or designate an alternate if KCFA is a member of ACIFA
- Supervise the employees of the KCFA (subject to the terms of employment contracts)
- Have Signing Authority, including Financial, on behalf of KCFA
- Approve all financial expenditure of the association

**8.04.07.02** The Vice President shall:

- Assist the President
- Carry out the President's duties in the absence of the President
- Assume the Office of President if it becomes vacant until a by-election is held and the elected successor takes office

**8.04.07.03** The Treasurer shall:

- Present the audited and Executive Board-approved financial statements and report to the Membership at the Annual General Membership Meeting
- Present the Executive Board-approved annual KCFA budget to the Membership at the Annual General Membership Meeting
- Report to the Executive Board and Membership as to the state of the KCFA finances upon request
- Have Financial Signing Authority on behalf of KCFA

**8.04.07.05** Other than voice and vote on the Executive Board, all other Executive Board Officer positions have only such additional specific duties, and powers, if any, as directed by the KCFA President.

**8.05** The KCFA President shall hire all employees of the KCFA. All employment

relationships shall be by written contracts of employment between the KCFA and each employee, signed by the President or Vice President on behalf of the KCFA, and the employee. The Executive Board only shall decide if, when and how the KCFA will lawfully terminate employment contracts to which the KCFA is a party.

**8.06** The Executive Board may cause the KCFA to affiliate with other labour and/or academic staff organizations for the purpose of advancing the objectives of the KCFA.

**8.07** The Executive Board has the exclusive authority to cause the Association to bargain collectively on behalf of the academic staff and to bind them by a collective agreement. The Executive Board may delegate the collective bargaining function to the Negotiating Committee pursuant to Section 10.01.04. The Executive Board and/or Negotiating Committee shall inform the Board of Governors at the outset of each round of collective bargaining, in writing, that the Executive Board's agreement to Collective Agreement amendments and renewals is subject to ratification by the Membership and individuals who have held sessional/Language Instruction for Newcomer to Canada (LINC) Instructor academic appointments within the year prior to the ratification vote].

**8.07.01** The ratification vote shall be by Regular Resolution, conducted by a secret paper ballot, or secret electronic ballot, three to five business days following a Special Meeting called to consider the proposals.

**8.07.02** Notwithstanding anything else in these Bylaws, the President or delegate has the exclusive authority to cause the KCFA to enter into mid-term Letters of Agreement with the Board of Governors, which may have the effect of amending the Collective Agreement, without being subject to Membership ratification.

**8.07.04** Notwithstanding anything else in these Bylaws, all eligible Members (including Members not in good standing) may vote in Collective Agreement amendment and renewal ratification votes.

**8.08** The KCFA, through the Executive Board or delegate, shall designate one or more individuals to be responsible for ensuring that KCFA complies with the *Personal Information Protection Act*, SA 2003, c. P-6.5 ("PIPA"). The process for development of PIPA policies and practices shall be set out in Policy, and the KCFA shall develop and follow policies and practices that are reasonable for KCFA to meet its obligations under PIPA.

**8.09** The KCFA, through the Executive Board or delegate, shall make such appointments and nominations as statutorily required or enable through procedures set out in Policy, including:

**8.09.01** Nomination of one Academic Staff Member to the Board of Governors pursuant to *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 44(2) (which academic staff member shall not be: (1) a member of the Executive Board

Officer of the KCFA, or (2) a person who has the responsibility, or the joint responsibility with others, of negotiating the terms and conditions of service of Members with the Board of Governors, on behalf of KCFA).

**8.09.02** Appointments to committees created by the Board of Governors.

**8.09.03** The election to Academic Council of not more than 10 academic staff members by the KCFA pursuant to *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 47.

**8.10** The KCFA shall indemnify and save harmless Officers of the Executive Board in relation to civil actions or administrative complaints against them personally for erroneous acts or omissions committed within the scope of their KCFA duties, acting in good faith. Such indemnification shall include reasonable legal defense costs, and any damages awarded against the Executive Board Officer personally. Indemnification shall not be extended to Executive Board Officers' willful misconduct or neglect, or to conduct outside the scope of their KCFA duties. The Executive Board may cause the KCFA to purchase insurance to provide errors and omissions coverage to Officers of the Executive Board equal to or better than, and in place of, the indemnification contemplated in this clause, if available for purchase at a reasonable cost.

**8.11** The KCFA shall maintain minutes, books and records at its primary office location. **Subject to PIPA**, Members may inspect the KCFA minutes, books and records during normal business hours at KCFA's primary office location. Pursuant to PIPA general (non-Officer) Members shall **not** be allowed to inspect KCFA minutes, books or records when such inspection would result in the disclosure of any "personal information" collected and held for use by the KCFA, including but not limited to: "personal information" of employees of the KCFA; "personal information" of Members and Grievors represented by the KCFA; any other individual's "personal information" collected and used by the KCFA in the course of carrying out its business and affairs.

## **9. MEETINGS & CONDUCT OF BUSINESS AT MEETINGS**

**9.01** The conduct of business at meetings of the Association shall be governed by the most recent edition of Robert's Rules of Order as appropriate.

**9.02** General Membership Meetings shall be called at the discretion of the Executive Board or delegate annually ("Annual General Membership Meeting") during the month of April or May, and once each semester between 1 September and 30 April. Other General Membership Meetings may be called at the discretion of the Executive Board or delegate throughout the year when circumstances warrant. Quorum at General Membership Meetings is 15 Members in good standing. General Membership Meeting processes augmenting the Bylaws shall be set out in Policy.

**9.03** Special Membership Meetings may be called at the discretion of the Executive Board or delegate at any time throughout the year. Quorum at a Special Membership

Meetings is 15 Members in good standing. Special Membership Meeting processes augmenting the Bylaws shall be set out in Policy

**9.04** A 50% plus one majority of all of the Members of the KCFA have the power to bind the KCFA.

**9.05** Executive Board Meetings shall be held at the discretion of the Executive Board and the President, at minimum on a monthly basis. Quorum at Executive Board Meetings shall be 50% of the Executive Board Members,.

**9.07** Voting

**9.07.01** There shall be no voting by proxy.

**9.07.02** Any issue, including elections, may be voted on by the Membership through an electronic ballot, the processes of which shall be set out in Policy.

**9.07.03** Voting at General Membership Meetings, Special Membership Meetings and Executive Board Meetings shall be by a show of hands unless a secret ballot is required or directed (by Regular Resolution) to be taken.

**9.07.04** Voting on an issue shall either be through an electronic ballot, or in-person by a show of hands or a secret ballot. Electronic voting shall not be combined with in-person voting.

**9.08** Only Members in good standing may attend and/or participate in any meetings of the Association.

## **10. COMMITTEES**

**10.01** The standing Association Negotiating Committee (the “Negotiating Committee”) is established.

**10.01.01** The Executive Board shall appoint individuals to the Negotiating Committee for a term of office that commences prior to the nominal expiry of the current collective agreement.

**10.01.02** The Negotiating Committee may consist of Members and/or Non-Members at the discretion of the Executive Board.

**10.01.03** The Executive Board shall designate an appointed individual to serve as Chair of the Negotiating Committee.

**10.01.04** The Executive Board conditionally delegates its power to collectively bargain with the Board of Governors on behalf of Members to the Negotiating Committee, which reports to the table officers. The Negotiating Committee must: consult with and take instruction from the table officers on all matters of negotiating policy; regularly consult with and take instruction from the table officers as to general strategy and response in principle to proposals from the Board of Governors; consult with Membership for the bargaining proposals to be exchanged with the Board of Governors at a General or Special Meeting, on or before April 1 of the negotiating year; present proposed collective agreement language to the table officers for approval.

**10.01.04** With the approval of the Executive Board, the Negotiating Committee may represent the KCFA in the event of interest arbitration.

**10.01.05** If the Executive Board approves proposed collective agreement amendments or renewals agreed to by the Board of Governors, the proposed collective agreement amendments or renewals will be presented to the membership pursuant to Section 8.07.

**10.02** The standing Association Grievance Advisory Committee (the “Grievance Advisory Committee”) is established as outlined in policy and procedures

**10.03** The standing Association Nominating Committee (the “Nominating Committee”) is established.

**10.03.01** The Executive Board shall appoint individuals to the Nominating Committee pursuant to processes set out in Policy, which process shall address appointments, terms, composition, and functions of the Nominating Committee.

**10.04** The Executive Board may establish ad-hoc committees as it deems appropriate to advance the business and affairs of the KCFA. At the discretion of the Executive Board, members of ad hoc committees may be appointed, or elected through procedures set out in Policy.

## **11. MEMBERSHIP CONDUCT**

**11.01** Members, including Officers, shall not conduct themselves contrary to the objectives of the KCFA, or in serious breach of these Bylaws or Policies, including but not limited to:

**11.01.01** Members, including Officers, shall not cross a picket line to work for the Board of Governors when locked out, or when KCFA is on lawful strike unless specifically a “designated essential services worker”.

**11.01.02** Members, including Officers, shall not act in a manner that causes the KCFA to commit criminal or public welfare offences, including but not limited to causing the KCFA to breach PIPA.

**11.02** Members, including Officers, who breach the Membership Conduct provision are subject to Trials & Charges.

## **12. TRIALS & CHARGES**

**12.01** The Executive Board shall implement a Trials & Charges process in Policy, applicable to Members and Non-Member Executive Board Officers, which shall contain at least the following provisions:

**12.01.01** The charging process

**12.01.02** The charged person shall be served personally or by registered mail with specific charges in writing

**12.01.03** The charged person shall be given a reasonable time to prepare their defense

**12.01.04** The charged person shall be afforded a full and fair hearing, including the right to be represented by counsel (including legal counsel)

**12.01.06** Establishment of an independent and impartial decision-maker appointed by the Executive Board to hear and decide the trial of the charged person, which decision-maker may be an individual or an unevenly numbered panel.

**12.01.07** If the charged person is found guilty of the charge or charges, the decision-maker may do one or more of the following:

**12.01.07.02** If the convicted person is a Member, declare the convicted person to be a Member not in good standing for a specific period of time or until a specific event occurs; which declaration has the effect of suspending the convicted Member's participation rights in the Association's internal processes, and removing the convicted Member from any Office held.

**12.01.07.03** If the convicted person is a Non-Member Officer of the Executive Board, remove the convicted Non-Member from Office.

**12.01.07.04** If the convicted person is an appointee to a committee or committees created by the Board of Governors, remove the convicted person from the committee or committees.

**13. AMENDMENTS**

**13.01** The manner of making, altering and rescinding these Bylaws shall be by Extraordinary Resolution through an electronic ballot process, or at any duly called Membership Meeting, which processes shall be set out in Policy.