

GPRC

GRANDE PRAIRIE REGIONAL COLLEGE

Academic Staff Association Bylaws

5/14/2002

GRANDE PRAIRIE REGIONAL COLLEGE
ACADEMIC STAFF ASSOCIATION
BYLAWS

Updated May 14, 2002

Latest typographical corrections: September 17, 2009

ARTICLE 1.0 Name

1.1 The name of the Association shall be “Grande Prairie Regional College Academic Staff Association” (GPRC ASA) referred to hereinafter as the Association.

ARTICLE 2.0 Definitions

2.1 Association: Grande Prairie Regional College Academic Staff Association

2.2 Board: Board of Governors of Grande Prairie Regional College.

2.3 College: Grande Prairie Regional College

2.4 Collective Agreement: The agreement between the Association and the Board concerning terms and conditions of employment

2.5 Employer : Grande Prairie Regional College

2.6 Executive elect: the elected executive that take office at a future stated date

2.7 Extraordinary Resolution: Any resolution which must be passed by a two-thirds majority vote of those members present at any meeting of the Association

2.8 Full time equivalent member : a calculation by the executive of all members as full time equivalents as defined by the respective departments

2.9 Full time member: a member on a full time contract

2.10 Interim letter of agreement: a document agreed to between the Board and Association collective bargaining committee which shall form the basis of a collective agreement when approved by the Association

2.11 Member or academic staff member: Member of Grande Prairie Regional College Academic Staff Association as designated by the Board

2.12 Plurality: The greatest number of votes cast

2.13 Quorum: One third of the full time membership except as modified by 11.2.6

ARTICLE 3.0 Aims and Objectives

- 3.1 To protect and promote the welfare and professionalism of members of the Association.
- 3.2 To bargain collectively with the employer as the official agent of the academic staff and enter into agreement concerning terms and conditions of work and employment pursuant to the Alberta Colleges Act and such other legislation as may apply.
- 3.3 To regulate the professional conduct of its members as defined in the Code of Professional Standards and Conduct.
- 3.4 To manage the assets and liabilities of the Association.
- 3.5 To promote the interests and welfare of the Association by cooperation with other organizations or bodies having similar aims and objectives:
- 3.6 To protect the independence and freedom of teaching, of thought, and of research within the College.
- 3.7 To work with the Board in the generation and realization of the goals of the College.
- 3.8 To maintain and promote the social, recreational, and general welfare interests of the members.
- 3.9 To deal with any other matters considered to be in the interest of the Association or its members.

ARTICLE 4.0 Membership

- 4.1 All academic staff members on appointment to the College shall become members of the Association.
- 4.2 Full Members
 - 4.2.1 Full members of the Association shall be all full-time academic staff appointed by the Board pursuant to The Colleges Act.
- 4.3 Associate Members
 - 4.3.1 Associate members of the Association shall be all part-time academic staff and/or part-time sessional appointees appointed by the Board Pursuant to The Colleges Act, and any other persons who may be approved by the Association for such membership. Associate members are not eligible to hold executive positions.
- 4.4 A Full or Associate member, who is not an honorary member, who ceases employment with the College shall normally cease to be a member of the Association on the 30th day following such termination of employment.

ARTICLE 5.0 Honorary and Emeritus Members

- 5.1 Honorary or emeritus membership in the Association may be granted at an Association meeting by a majority vote for a term of one year. Such honorary or emeritus members shall not have the right to vote, to serve on any official capacity, nor be considered for quorum. Such honorary or emeritus members may be excluded from all or part of any Association meeting as determined by a vote of the membership.

- 5.2 The President and Vice-Presidents of the College shall receive a standing honorary membership.

ARTICLE 6.0 Officers of the Association

- 6.1 Full members of the Association shall be eligible to hold office.

- 6.2 There shall be the following officers of the Association and they shall constitute the Executive Board.
 - 6.2.1 President --- the President shall:
 - 6.2.1.1 preside over all meetings of the Association and its Executive.
 - 6.2.1.2 be the official spokesperson for the Association.
 - 6.2.1.3 in conjunction with the secretary, be responsible for the agendas of all meetings.
 - 6.2.1.4 be empowered to countersign cheques in accordance with the monetary policies of the Association. (See Article 13)
 - 6.2.1.5 be an ex officio member of all committees of the Association.
 - 6.2.1.6 act as representative of the Alberta Colleges and Institutes Faculty Association (ACIFA), as outlined in the ACIFA Constitution or designate a member to act on the President's behalf.
 - 6.2.1.7 be the ASA representative member on the College Strategic Planning Committee and such other college wide committees as established from time-to-time as approved by the executive and ratified at the next regular meeting.
 - 6.2.1.8 be responsible for direct supervision of the Association employees.

6.2.2 Vice President --- the Vice President shall

- 6.2.2.1 assist the President in performing the duties of that office.
- 6.2.2.2 carry out the duties of the President in the President's absence.
- 6.2.2.3 be empowered to countersign cheques in accordance with the monetary policies of the Association.
- 6.2.2.4 be voting chairperson of the Professional Standards Committee.
- 6.2.2.5 perform such other duties as the President and the Executive see fit.

6.2.3 Secretary --- the Secretary shall

- 6.2.3.1 in consultation with the President, be responsible for all official correspondence in the name of the Association.
- 6.2.3.2 be responsible for files and records on behalf of the Association.
- 6.2.3.3 be responsible for the minutes of all Association and Executive meetings.
- 6.2.3.4 be responsible for assuring that a copy of the adopted minutes of all Association and Executive meetings is signed by the president and the secretary.
- 6.2.3.5 be responsible for maintaining membership lists of all full-time, associate, and honorary members.
- 6.2.3.6 be responsible for a) consolidating revisions to the bylaws of the Association, b) circulating to all members any approved revision to the bylaws and c) providing a copy of the bylaws of the Association to all new members.

6.2.4 Treasurer --- the Treasurer shall:

- 6.2.4.1 annually prepare a statement of the financial transactions of the Association.
- 6.2.4.2 annually prepare a budget for approval by the Association.

- 6.2.4.3 invest temporarily surplus funds in short term securities approved by the Executive.
- 6.2.4.4 keep accurate financial records of the Association.
- 6.2.4.5 report to the Association when requested.
- 6.2.4.6 be empowered to countersign cheques in accordance with the policies of the Association.
- 6.2.5 Chairperson of the Collective Bargaining Committee
 - 6.2.5.1 the Chairperson of the Collective Bargaining Committee shall regularly report to the Association on the progress of negotiations.
- 6.2.6 Member at Large --- the Member at Large shall:
 - 6.2.6.1 be voting chairperson of the Academic Staff Association Grievance Committee.
 - 6.2.6.2 be responsible for consulting on behalf of the executive with any member who has a concern which may be related to the Collective Agreement.
 - 6.2.6.3 Grievance Responsibilities:
 - 6.2.6.3.1 be responsible for assisting a concerned member to complete a grievance form in a timely and thorough manner. (For the ASA Grievance Committee and/or the Executive.)
 - 6.2.6.3.2 be available for and maintain appropriate records of any formal or informal activity on the matter.
 - 6.2.6.3.3 be available to represent the member and the Association, if so requested, in any informal or formal deliberations on the matter.
- 6.2.7 Past President --- the Past President shall
 - 6.2.7.1 be a member of the executive for one term of office immediately following his/her presidency.
 - 6.2.7.2 assist in providing continuity in the business of the association.

6.3 Election of Officers

6.3.1 All officers of the Association and members of the Collective Bargaining Committee, except the Board member, shall be elected at the Annual General Meeting in April of each year. The officers so elected shall assume office on August 15 of the year of the election and shall hold office until August 14 of the following year.

6.3.2 Notwithstanding Article 6.3.1, if the existing Collective Bargaining Committee has not completed its negotiations, the Chairperson of the collective Bargaining committee and its members shall continue in office until the negotiated collective agreement has been executed. A Chairperson of the Collective Bargaining Committee and its members shall then be elected at the first meeting after the negotiated collective agreement has been signed.

6.3.3 Notwithstanding Article 6.3.1, the academic staff member nominated to the Board shall serve an initial two consecutive years, and shall be eligible to stand for one additional two-year term after the first term.

6.3.4 If the Association believes that the member on the Board should be replaced at the end of any year, a new member may be elected and nominated to the Minister.

6.4 Re-election

6.4.1 All officers and members of committees shall be eligible for re-election except as specified in Article 6.3.4.

ARTICLE 7.0 The Executive of the Association

7.1 During the period from the April General Meeting to August 14 of each year the “executive elect” will be considered part of the Executive Board but may not vote at Executive meetings.

7.2 Any direct remuneration and/or release time of officers of the Association for services rendered to the Association shall be in accordance with and not limited to the provisions of the Collective Agreement.

7.3 Executive officers, as well as other members of the Association, are entitled to receive reimbursement for expenses directly incurred in executing the business of the Association.

ARTICLE 8.0 Functions of the Executive

8.1 Subject to this constitution and to any bylaws properly enacted or amended and to any enabling motions passed by the Association, the Executive shall have the

power to manage, operate, and direct the affairs of the Association between meetings.

- 8.2 The Executive shall act as the liaison body between the Association and the Board.
- 8.3 The Executive shall call regular and special meetings of the Association in a manner set forth in Article 11.2.
- 8.4 The Executive shall have the power to receive funds and expend funds as directed by the Association.
- 8.5 The Executive shall present at the October General meeting, an annual, independently audited financial statement for the year ending August 14.
- 8.6 The Executive shall present at the October General meeting a budget for the operation of the Association for the ensuing year.
- 8.7 The Executive shall coordinate the preparation of positions on items of interest to be considered by the Association.
- 8.8 The Executive shall have the power to propose bylaws and bylaw changes. Notification of such bylaws or bylaw changes shall be sent to all members seven (7) days prior to the meeting at which such changes are to be considered.

ARTICLE 9.0 Executive Vacancy

- 9.1 An Executive office becomes vacant with the death, resignation, or removal of the holder of the said office.
- 9.2 An extraordinary resolution passed at a meeting of the Association may declare an executive position vacant if the member has lost qualification status for any reason whatever or the member is no longer performing the duties of the position.
- 9.3 In the event of a vacancy in the Executive, the position shall be filled by election and the elected officer will serve for the completion of the term of office. Should the academic staff member on the Board position become vacant, the Minister of Advanced Education shall be informed of the new nominee.

ARTICLE 10.0 Proceedings

- 10.1 The proceedings of the Association shall be governed by “Roberts Rules of Order”, and in the event that Roberts’ Rules is silent reference shall be made to such other parliamentary authorities as the executive deems necessary.

ARTICLE 11.0

Meetings

11.1

Meetings of the Executive

11.1.1

The President normally shall call regular monthly meetings of the Executive.

11.1.2

Special meeting of the Executive may be called by the President or by a simple majority of the Executive.

11.1.3

At any meeting of the Executive, four members shall constitute a quorum.

11.2

Association Meetings

11.2.1

The General Meeting of the Association held in October and April, shall be the final authority of the Association.

11.2.2

Regular meetings of the Association shall be held in December and February.

11.2.3

Special meetings of the Association may be held at the discretion of the Executive or within the week of a request for a meeting by 10 percent of the full time equivalent members of the Association as determined annually by a membership count as of October 15.

11.2.4

Written notice of all regular and general meetings shall be given at least one week prior to the date of the meeting. The form and sufficiency of the notice shall be at the discretion of the executive provided that notice is reasonable.

11.2.5

Notice of all special meetings shall be given at least two working days prior to the date of the meeting.

11.2.6

Members who have given notice of absence for professional reasons will be considered present for the purpose of establishing a quorum.

ARTICLE 12.0

Absentee Voting

12.1

A member who is absent from an Association meeting for professional reasons may vote on identified resolutions by absentee ballot.

12.2

The absentee ballot shall be sealed in appropriately labeled envelopes, signed by the member and submitted to the secretary prior the meeting.

12.3

The Secretary and the President shall record the names of all absentee voters prior to the meeting.

12.4

An absentee vote shall be counted with the other ballots.

ARTICLE 13.0 Signing Authority

- 13.1 The general signing authority for the Association is vested in the President and Secretary.
- 13.2 Signing authority for the Collective Agreement and Memoranda of Agreement are vested in the President and Chairperson of the Collective Bargaining Committee.

ARTICLE 14.0 Custody and Use of the Seal

- 14.1 The Secretary shall have custody of the seal of the Association.
- 14.2 The seal of the Association shall be used over the signature of two Executive officers granted signatory power by the Association.
- 14.3 The seal may be used on audited financial statements, official correspondence, finalized collective agreements, and on any other documents deemed appropriate by the Executive or the membership of the Association.

ARTICLE 15.0 Exercise of Borrowing Power

- 15.1 The Association shall have power to borrow funds on behalf of the Association in accordance with the monetary policies as specified in the bylaws herein.

ARTICLE 16.0 Deduction of Membership Fees

- 16.1 The Secretary, in consultation with the treasurer, shall provide the Comptroller of the College with a list of the members of the Association and the membership fees that are to be collected for the Association. The Comptroller of the College shall be given the power to deduct such fees from the wages of the members and these fees are to be turned over to the Association.

ARTICLE 17.0 Committees of the Association

- 17.0 All committees established by the Association are responsible and accountable to the Association. The committees will prepare requested reports and recommendations for consideration and approval of the Association.
- 17.2 Standing Committees
 - 17.2.1 Collective Bargaining Committee
 - 17.2.1.1 There shall be a Collective Bargaining Committee composed of six (6) members of the Association with no more than two members from any department. Three (3) members will be elected each year. Elected

members will serve a two-year term. One member will be elected chairperson by the Association, and one member will be elected vice chair by the committee.

17.2.1.2 The Collective Bargaining Committee shall represent the Association to the Board on all matters concerning collective bargaining, terms and conditions of employment.

17.2.1.3 The Committee shall negotiate with the Board in good faith.

17.2.1.4 The opening interests/positions of the Collective Bargaining Committee shall be revealed to the membership before the beginning of negotiations.

17.2.1.5 The Collective Bargaining Committee shall keep the Executive and the membership informed of the progress of negotiations with the Board.

17.2.1.6 The Collective Bargaining Committee shall have the power to sign an interim letter of agreement on behalf of the Association.

17.2.1.7 After the Collective Bargaining Committee signs an interim letter of agreement, the letter of agreement must be ratified by the members and the Board before it comes into effect.

17.2.1.8 Collective agreements shall be signed by the President of the Association and the Chairperson of the Collective Bargaining Committee when authorized to do so by a general meeting of the Association called for the purpose of approving the Collective agreement.

17.2.2 Nomination Committee

17.2.2.1 There shall be a nominating committee composed of three (3) full members of the Association one of whom shall be elected as Chairperson by the Committee.

17.2.2.2 The nominating committee shall be elected at the October general meeting and shall hold office until the next October.

17.2.2.3 The nominating Committee shall be responsible for proposing a slate of candidates for all eligible elected Executive positions at the April general meeting.

17.2.2.4 At the direction of the Association, the Nomination Committee shall put forth names of Association members to serve on such standing and ad hoc committees as are deemed necessary. The Nominating Committee shall attempt to assure diverse representation from the college departments.

17.2.2.5 The nominating committee shall be responsible for proposing members as representatives to College committees.

17.2.3. Professional Standards Committee

17.2.3.1 Professional Standards are established by the Code of Professional Standards and Conduct (Appendix 3). The Composition of the Professional Standards Committee shall be:

17.2.3.1.1 the Vice President of the Association as voting Chairperson.

17.2.3.1.2 the Chairperson(s) of the Department(s) whose member is under review with respect to Professional Standards.

17.2.3.1.3 should a Chairperson be under review, a member of the Department may be elected by that Department.

17.2.3.1.4 a full Member of the Association elected by the general membership at the April General Meeting each year.

17.2.3.2 In the event that any Member of the committee should have a conflict of interest (in the opinion of the Executive) or hold two of the statutory designations (designation by this Bylaw), or be unable to act for any reason, the Executive of the Association shall elect an appropriate alternate member.

17.2.3.3 The Committee shall preside over the inquiry into the conduct of a member with respect to professional standards and conduct.

17.2.3.4 A written report of an alleged breach of the Code of Professional Standards and Conduct must be submitted in a signed statement to the Chairperson of the Professional Standards Committee.

17.2.3.5 The Chairperson of the Professional Standards Committee shall call a meeting to initiate an inquiry

into a written report of unprofessional conduct.

17.2.3.6 Where there is an allegation against a member, the Chairperson of the committee, by the end of two (2) working days shall inform, in writing, the member concerned of the source and nature of the allegation. The member concerned shall have equal access to all information gathered by the Committee and shall be entitled to present his/her case to the Committee.

17.2.3.7 All information gathered by the Committee shall be considered confidential communication, and any breach of this confidence beyond the committee members, the member concerned, and legal counsel on the part of any individual shall be considered a breach of professional ethics.

17.2.3.8 Within four weeks of initiation of the inquiry, the Chairperson of the Committee shall present a statement in writing to the academic staff member concerned, indicating one of the following decisions.

17.2.3.8.1 that the allegations be dismissed for lack of evidence. No record of the charge shall be retained in the file of the academic staff member.

17.2.3.8.2 that there has been a minor violation of the Code of Professional Standards and Conduct. A record of the violation shall be retained in the file of the academic staff member and no further action shall be taken. In the event that there is no reoccurrence of the infraction or further complaints made against the member within two years, the notation shall be removed from the file.

17.2.3.8.3 The committee shall inform the executive of the Association that the member has committed a serious violation of Professional Standards and Conduct.

17.2.3.8.4 the member will be informed of the Committee's recommendation within two (2) working days.

17.2.3.8.5 Should anyone bringing a charge not be satisfied with the recommendation of the Professional Standards Committee, the person(s) may appeal within two (2)

weeks to the executive of the Association.

17.2.3.9.1 Any member charged by the committee with a violation of the Code of Professional Standards and Conduct must be allowed two (2) weeks to present an appeal in writing and/or in person before the Committee. The member must have received all information accumulated by the Committee during the inquiry for preparation of a rebuttal.

17.2.3.9.2 The member shall have the right to make an appeal of any charge to the Executive within two (2) weeks of the Committee's recommendation.

17.2.3.9.3 The Executive must make a final decision on the recommendations of the committee following the two weeks appeal period.

17.2.3.9.4 The Executive shall forthwith inform the member in writing of its decision.

17.2.3.9.5 Where it is the resolution of the Executive that the Member has committed a serious violation of the Professional Standards and Conduct, the Board shall be so informed.

17.2.3.9.6 The decision of the executive is final.

17.3 Ad Hoc Committees

17.3.1 Ad Hoc Committees may include both full and Associate members.

ARTICLE 18.0 Bylaw Change

18.1 The Bylaws of the Association shall not be repealed, added to, or amended, unless by an extraordinary vote of the eligible voting members present at a properly convened and constituted general, regular, or special meeting at which such repeals, additions, or amendments are submitted.

18.2 Notice of and the text of such resolutions to alter the Bylaws shall be given in writing to the President and shall be sent by the President to the members of the Association at least one (1) week prior to the date of the meeting.

ARTICLE 19.0 Windup and Dissolution Clause

19.1 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.

19.1.1 Disposition of the assets (or portion thereof) pro rate to the current members.

19.1.2 assignment of the assets to a successor staff association or to another organization designated by the members.

19.1.3 deed of trust a person or corporation as designated by the members to be held on terms approved by the members.

19.2 Voluntary windup or the dissolution shall follow the same procedural provisions (notice, quorum, voting procedures, etc.)

19.3 In the event of the Association's impending involuntarily windup or 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 1 above.

19.4 In the event of impending involuntary windup, the Officers of the Association shall be specially empowered to convene an emergency meeting upon 48 hours 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.

APPENDIX NUMBER 1

Fee Structure for Grande Prairie Regional College Academic Staff Association

- ARTICLE 1.0** The monthly assessment for each member is 0.01 of the member's gross salary as determined by the finance office.
- 1.1 A full member of the Association who takes unpaid leave shall pay \$2.00 per month.

APPENDIX NUMBER 2
Monetary Policy for the Operation of the
Grande Prairie Regional College Academic Staff Association

- ARTICLE 2.0** The Association shall adopt August 14 as the year-end for the operations of the Association.
- 2.1 The Association shall annual undergo an independent audit of the financial transactions ending August 14 of any year, which shall include particulars of the assets, liabilities, revenues, and expenditures of the Association.
- 2.2 All monies made payable to the Association shall be deposited in the Association account.
- 2.3 All monies payable by the Association shall be disbursed by cheque.
- 2.4 All receipts and all payments made in respect of Association business shall be supported by documentation and shall be kept on file for verification for such time as required by Revenue Canada.
- 2.5 The Association shall keep a maximum of \$800 in a non-interest bearing account.
- 2.6 A petty cash fund of \$100 may be established each August 15, to be used at the discretion of the Executive.
- 2.6.1 A journal record of receipts and expenses shall be maintained for this petty cash fund.
- 2.6.2 The Executive may apply to the Association for further funds to this account at any time.
- 2.7 An interim independent audit may be performed immediately following the resignation of a member from an Executive position that carries with it signing authority.
- 2.8 **Borrowing Power and Procedure**
- 2.8.1 The Executive may be empowered to borrow funds on behalf of the Association upon receiving an extraordinary resolution from the
- 2.8.2 Written notice specifying the amount required and purposes for such funds as well as proposed scheme of repayment must be provided to the membership seven (7) days prior to such a meeting.

APPENDIX NUMBER 3
Code of Professional Standards and Conduct

This Association is a professional organization and its members shall act and be treated in a professional manner.

This Code of Professional Standards and Conduct shall apply to all members of the Association.

Principles applying to all Association Members:

Relation to the College

An Association member is guilty of unethical conduct if he/she contravenes or fails to honor Association agreements and policies.

An Association member shall fulfill his/her contractual and academic obligation to the College and perform the duties of his/her position with the strictest integrity.

An Association member shall abide by the rules and regulations established by the College provided that these do not infringe upon academic freedom or the principles expressed in the Code of Professional Standards and Conduct.

An Association member has responsibility to pursue reforms that would improve the College.

An Association member shall act in a manner that promotes confidence in his/her profession even when explicit ethical guidelines do not exist.

Association members should avoid the following potential conflicts of interest:

authorize the purchase by the College of equipment, supplies or services from a source in which they or their immediate family have a personal interest;

hire any member of their immediate family as employee or consultant in any project supported by funds administered through the College;

be directly associated with the ownership of any enterprise which hires or proposes to hire college personnel.

Relation to the Association

Association members shall not speak on behalf of the Association without the knowledge or consent of the Association or its Executive.

Association members shall not divulge confidential information pertaining to Association affairs received in the course of his/her professional duties, except as required by the law or by consent of the Association.

Association members shall honor and uphold all agreements and policies adopted by the Association.

Relationship with Other Faculty

No Association member shall violate a stated or implicit bond of secrecy, privilege, trust or confidence between faculty members, except as it may be required by law, or by consent of the Association.

Association members shall honor all verbal and written agreements amongst themselves as to their professional responsibilities and obligations.

An Association member shall not publicly criticize a colleague with regard to his/her faculty function.

An Association member shall respect confidential information about a colleague gained during participation in the work on committees.

An Association member shall not knowingly make false statements about his/her colleagues. It is unethical for an Association member to undermine student or faculty confidence in a colleague.

In presenting a professional judgment of a colleague, an Association member is obliged to be fair and objective. When such judgment is at the request of a College committee of authority, both colleague and committee must be provided with written copies of the member's statements.

An Association member is obliged to participate in the governance and administration of the College, at a level that is consistent with his/her primary responsibilities and abilities.

An Association member shall be fair and objective when presenting professional judgment on a colleague in an appropriate forum (i.e. a committee dealing with appointments, sabbatical, tenure, dismissal, or research grants).

Principles Applying to the Exercise of Authority

No Association member shall use his/her authority in an excessive or abusive manner, nor make extraordinary or contradictory demands on his/her colleagues or students.

In the event that a position of authority is held by an Association member over his/her matrimonial or common-law spouse, the possible conflict of interest must be reported to the Professional Conduct Committee. The Professional Conduct Committee is empowered to take appropriate action.

An Association member is obliged to declare in writing to the Professional Conduct Committee any vested interest or personal or familiar advantage to be gained in the exercise of his/her authority over faculty or students. The Professional Conduct Committee is empowered to take appropriate action.

No Association member shall unfairly jeopardize the present or future career or employment of a colleague or student.

No Association member shall inflict academic reprisals upon students for non-academic disagreements or conflict.

Principles Applying to the Relationship between Faculty and Students

An association member is obliged to declare in writing to the Professional Conduct Committee any vested interest that would jeopardize his/her academic objectivity. It is unethical to exploit a student for personal gain. The Personal Conduct Committee is empowered to take appropriate action.

An Association member shall keep information about a student confidential, with the exception of when it is provided to a colleague to aid or evaluate a student's progress given the student's prior consent.

APPENDIX NUMBER 4
Ad Hoc Dismissal Procedures

These procedures pertain to Article 15 of the Collective Agreement.

- ARTICLE 4.0** Any member against whom dismissal proceedings are initiated should contact the Executive of the Association.
- 4.1 If the member so wishes~, the President of the Association and one other member of the Executive will review the case with the member concerned.
- 4.2 A member shall obtain prior consent of the ASA Executive to engage legal counsel with ASA financial support.
- 4.3 Should legal counsel be retained by a member, after consultation with the Executive, then the Executive will hold a watching brief over the proceedings.
- 4.4 If the Ad Hoc Dismissal Review Committee supports the case for dismissal, the member concerned will be responsible for any costs incurred in retaining legal counsel.
- 4.5 If the Ad Hoc Dismissal Review Committee does not concur with dismissal, but the member is dismissed, then the Association may provide for costs incurred in retaining legal counsel.

APPENDIX NUMBER 5

Election Procedure of academic Staff Representative on the Academic Council

- ARTICLE 5.0** The election of an academic staff member to Academic Council shall be in accordance with the Academic Council Constitution.
- 5.1 Academic staff members are nominated by the Academic Staff Association Nominating Committee and elected at the annual general meeting.
- 5.2 The Nominating Committee shall attempt to assure diverse representation from the college departments.

APPENDIX NUMBER 6
Academic Staff Association Grievance Committee

Preamble: The administration of Academic Staff and the Collective Agreement requires continuous active involvement of the ASA. Certain academic staff members who are members of the ASA Grievance Committee should assure that they are well informed on the Collective Agreement, grievance procedures, and labor relations.

The ASA Grievance Committee considerations are an early stage in any grievance consideration involving members and the Collective Agreement. ASA members normally will follow this stage to resolve a potential grievance prior to proceeding to the Internal Grievance Committee (Article 15 of the Collective Agreement).

Responsibilities of the ASA Grievance Committee

- a) The members of the ASA Grievance Committee shall keep themselves well informed and current on the Academic Staff—Board Collective Agreement and grievance procedures.
- b) The member of the ASA Grievance Committee shall attempt to keep ASA members informed on current grievance issues and procedures — being cognizant of the need for confidentiality.
- c) The ASA Grievance Committee shall maintain records of all proceedings. (ASA Executive Member at Large)

Procedures

- d) An ASA member wishing to have a potential grievance considered will contact the ASA Grievance Committee chairperson

The ASA Grievance Committee chairperson will complete a Grievance Form on any issues that are identified as a potential grievance and have been signed by and dated by themselves and the aggrieved party. A copy of the form shall be provided to the party against whom the grievance is laid forthwith.

The aggrieved party with the assistance of the ASA Grievance Committee chairperson will attempt to settle the dispute by informal discussion with the persons concerned or by working through his/her Department Chairperson or Vice-President Division of Instruction.

The aggrieved party shall allow up to five (5) working days for the settlement of the dispute by informal discussion.

- e) Should the ASA Grievance Committee chairperson believe that an issue should be brought to the consideration of the ASA Grievance Committee, a meeting may be called. The committee may suggest actions for resolution or suggest a plan of action to the ASA Executive within ten (10) working days.
- f) An unresolved grievance that is reviewed by the ASA Grievance Committee and the ASA Executive may be presented to the Internal Grievance Committee (Article 15 of the Collective Agreement)

Guiding Principles

The ASA endorses the grievance considerations contained in the CAUT Handbook on Contract Administration by Geoff England and Ian McKennan, 1978. Page 7-31 are particularly pertinent. The ASA Grievance Committee will endeavor to select and develop more detailed policy and procedures.

The primary function of as ASA Grievance Committee chairperson is to attempt to assist a member in clarifying the nature of the potential grievance and to attempt to resolve the alleged grievance by discussions with relevant members of the administration.

The ASA Grievance Committee has a broader mandate. It reviews unresolved potential grievances and recommends actions in light of considered consequences, costs and benefits.

Only actions are grievable. Intentions are not.

APPENDIX NUMBER 7
Faculty Member on the Board of Governors

The Faculty Member on the Board of Governors shall:

- a) in compliance with the Colleges Act and subject to Clause 7.10 (f) be nominated to the Minister of Advanced Education as the Faculty Member on the Board of Governors of Grande Prairie Regional College.
- b) serve as a regular member on the Board of Governors of Grande Prairie Regional College.
- c) relay information to the Board of Governors on behalf of the Faculty Association members.
- d) prepare an annual report to the Association.
- e) be replaced following his resignation from the Board of Governors during his term of office. The replacing member shall be elected from the membership to serve the remaining term of office.

¹ The official channel of communication between the Faculty Association and the Board of Governors is through the President of the Association.