

SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
ACADEMIC FACULTY ASSOCIATION
(SAIT ACADEMIC FACULTY ASSOCIATION/SAFA)

CONSTITUTION

APPENDICES (POLICIES/BY-LAWS)

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NOTE: Statements contained within square brackets [] are comments and are not part of the body of the Constitution.

CONSTITUTION

1. NAME

The name of the Association is the Southern Alberta Institute of Technology Academic Faculty Association.

2. INTERPRETATION

In this Constitution:

2.00 The gender neutral pronoun of his/her or he/she shall be used.

2.01 The mention of a specific statute shall be deemed to include successor statute(s).

3. DEFINITIONS

3.00 “Academic Staff Member”, “Academic Staff” and “Member of the Academic Staff” shall mean an employee of the Board of Governors for the Southern Alberta Institute of Technology 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.

3.01 “Association”, “S.A.F.A.” or “SAFA” shall mean the Southern Alberta Institute of Technology Academic Faculty Association.

3.02 “Board” shall mean the Board of Governors for the Southern Alberta Institute of Technology.

3.03 “Committee” shall mean a particular sub-committee of SAFA, as identified.

3.04 “Department” shall mean one of:

- (A) School of Business
- (B) School of Hospitality & Tourism
- (C) Centre for Academic Learner Services
- (D) School of Construction
- (E) School of Health & Public Safety
- (F) School of Information & Communications Technologies
- (G) MacPhail School of Energy
- (H) School of Manufacturing & Automation
- (I) School of Transportation
- (J) Educational Counsellors
- (K) Librarians
- (L) Centre for Instructional Technology and Development

[see also SAFA Policy #2/Departments and Divisions appended hereto]

3.05 “Employee” shall mean a person employed by an Employer to do work.

- 3.06 “Employer” shall mean: a person who customarily or actually employs an employee; including, but not limited to, the Board of Governors for the Southern Alberta Institute of Technology.
- 3.07 “Executive” or “Executive of SAFA” shall mean the “SAFA Executive Committee”, and shall include elected Divisional Representatives, President, Past Executive Representative, Secretary/Treasurer.
- 3.08 “Faculty Council of SAFA” shall include the Executive and department representatives.
- 3.09 “S.A.I.T.”, “SAIT Polytechnic”, “SAIT” or “Institute” shall mean the Southern Alberta Institute of Technology.
- 3.10 “Member” or “Members” shall mean an individual member, or a collective of members as the context requires, of the Southern Alberta Institute of Technology Academic Faculty Association as set out in Section 5.
- 3.11 “Non-Academic Staff”, “Non-Academic Staff Member” and “Member of the Non-Academic Staff” means an employee of the Board of Governors for the Southern Alberta Institute of Technology other than an Academic Staff Member.

4. OBJECTIVES

The objectives of SAFA are:

- 4.01 To support excellence in instruction.
- 4.02 To liaise with external organizations.
- 4.03 To promote effective relationships between the Association and the Representatives.
- 4.04 To enter into any arrangement with any municipal, local, academic or other authorities, which may seem conducive to the attainment of the objectives of the Association and to obtain from such authority any rights, privileges and concessions which the Association may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 4.05 To bargain collectively in good faith with Employers, including, but not limited to the Board and its Designees, and to make every reasonable effort to enter into a collective agreement.
- 4.06 To establish with the Board the means by which Members may further their professional and educational development.
- 4.07 To receive, acquire and hold gifts, donations, legacies and devices and to use the same for the promotion or development of any or all of the objectives of SAFA.
- 4.08 To promote and establish good relations amongst members.
- 4.09 To conduct an Annual Faculty Survey:

To improve the effectiveness and efficiency of SAIT by including staff evaluation of the performance of SAIT as an ongoing part of the better management and administration of SAIT; the SAFA Executive will conduct a faculty survey once per academic year.

[see also SAFA Policy/By-Law #6 Annual Faculty Survey appended hereto]

- 4.10 To regulate relations between employers and employees; including, but not limited to, the regulation of relations between the Board of Governors for the Southern Alberta Institute of Technology and Members of SAFA, whether the Members are “Academic Staff Members” or other Employees.
- 4.11 To maintain SAFA’s status as a representative of Employees in Alberta; including, but not limited to: its status as “academic staff association” and “non-academic staff association” for the purposes of the *Post-Secondary Learning Act*, RSA 2003, c P-19.5; its status as a “bargaining agent” and “trade union” for the purposes of the *Labour Relations Code*, RSA 2000, c L-1; and its status as a “bargaining agent” and “trade union” for the purposes of the *Public Service Employees Relations Act*, RSA 2000, c P-43.

5. MEMBERSHIP

- 5.01 Every person shall be, and is, a Member of the Association who:
- a. is employed by SAIT in the capacity of “Academic Staff Member”;
 - b. is employed by SAIT and pays Dues to SAFA pursuant to a collective agreement entered into between the Board of SAIT and SAFA;
 - c. is an Employee of an Employer in Alberta, and has applied for, and been granted, membership in the Association;
 - d. is a person, or group of persons, that the Association has otherwise granted membership to pursuant to this Constitution.
- 5.02 Members shall abide by the Constitution and By-Laws of the Association.
- 5.03 Termination of Membership
- a. A person who obtained membership in the Association pursuant to Section 5.01(a) is no longer a Member of the Association upon loss of that person’s status as “Academic Staff Member” for any reason, including but not limited to voluntary or mandatory retirement, voluntary resignation, or termination of employment by SAIT. If the Academic Staff Member’s employment has ended due to termination, then that person’s membership in the Association is not terminated until the final disposition of any applicable dispute resolution processes (i.e. grievance/arbitration; judicial review) challenging such termination, if applicable and determined to be viable by the Association.
 - b. A person who obtained membership in the Association pursuant to Section 5.01(b) is no longer a Member of the Association upon the cessation of the requirement to pay

Dues to SAFA pursuant to a collective agreement entered into between the Board of SAIT and SAFA.

- c. A person who obtained membership in the Association pursuant to Section 5.01(c) or 5.01(d) is no longer a Member of the Association upon that person: (1) no longer being an Employee of an Employer in Alberta; (2) having withdrawn his/her membership in the Association in writing; or (3) having been expelled or suspended from membership by the Association for cause.
- d. The Association shall not expel or suspend any of its Members or take disciplinary action against or impose any form of penalty on any person for any reason other than a failure to pay the periodic dues, assessments and initiation fees uniformly required to be paid by all Members as a condition of acquiring or retaining membership, unless that person has been
 - (i) served personally or by double registered mail with specific charges in writing,
 - (ii) given a reasonable time to prepare the person's defence,
 - (iii) afforded a full and fair hearing, including the right to be represented by counsel, and
 - (iv) found guilty of the charge or charges, and if a monetary penalty has been imposed, fails to pay it after having been given a reasonable time to do so.
- e. No right to ownership, or any other legal or equitable interest, in the real or personal property of the Association vests in any individual person by mere virtue of his/her Membership in the Association. The membership of any Member of the Association who dies is terminated immediately upon that person's death, and his/her estate has no right to ownership, or any other legal or equitable interest, in the real or personal property of the Association.

5.04 Only Members in good standing of the Association may run for, be elected to, hold, or continue to hold, any Office in the Association. Any person who holds an Office in the Association and who loses his/her membership pursuant to Section 5.03 shall lose his/her Office concomitant to the loss of his/her membership in the Association.

6. DUES

- 6.01 Dues and assessments for Members shall be proposed by the Executive and ratified by secret ballot of the majority of members attending the Annual General Meeting of the Association.
- 6.02 Membership dues for Members on the SAIT payroll shall be paid by payroll deduction or as provided for in the applicable Collective Agreement.
- 6.03 Members on leave without pay or who are seconded may maintain their membership by paying to the Association dues and assessments as stipulated in Section 6.01.
- 6.04 It is the policy of SAFA that dues for Members on Long Term Disability (LTD) Leave be

waived commencing on the first day of LTD leave and thereafter for the duration of the leave period.

- 6.05 Membership dues and assessments for Employees and Members of SAFA employed by Employers other than SAIT shall be paid to the Association by the individual Employees and Members, or as otherwise provided for in any applicable collective agreement.

7. MEETINGS

- 7.01 Fifteen percent (15%) of the SAFA membership on each May 1st constitutes a quorum at all General Meetings held in the subsequent year. If a quorum is not present for a General Meeting, then the General Meeting is adjourned to a date up to two weeks later for the General Meeting to reconvene, and the number of Members present at the reconvened General Meeting shall constitute a quorum.

- 7.02 The Annual General Meeting of the Association shall be held once each calendar year at a time and place in Calgary, Alberta to be determined by the Executive.

7.03

- a. At least three (3) week's written Notice of the Annual General Meeting shall be given to all Members.
- b. At least three (3) weeks prior to the Notice of the Annual General Meeting being given, a Call for Motions will be provided to all Members.
- c. At least one (1) week's written notice of a General Meeting shall be given to all Members.
- d. No General Meeting, including the Annual General Meeting, may be called during July and August.

- 7.04 Notice for the Annual General Meeting shall include:

- a. The Agenda—this must include any proposed Motions from the Executive, Faculty Council, or individual Members. No Motions may be made at the Annual General Meeting that have not been included in the Agenda compiled from responses to the Call for Motions made pursuant to Section 7.03.b.; and
- b. The proposed budget and dues assessment.

- 7.05 The Business for the Annual General Meeting shall include:

- a. An independent review of the financial statement for the previous fiscal year with audit at the membership's request, by an independent external auditor;
- b. A statement on behalf of the outgoing Executive;
- c. Introduction of the new Executive;
- d. Presentation of the proposed operating and capital budget for ratification by majority vote, by secret ballot;

- e. The adoption of Dues by a majority vote, by secret ballot; and
- f. Election of an independent outside auditor as required under Sub-section 7.05 a., such an auditor to be proposed by the Secretary-Treasurer and approved by the SAFA Executive Committee.

7.06 Notice for a General Meeting shall include:

- a. The Agenda, which shall include submitted Motions; and
- b. Any proposed Constitutional change.

7.07 A General Meeting shall be called by the President:

- a. Upon the advice or instruction of the Executive;
- b. Upon receipt by any Member of the SAFA Executive Committee of a petition signed by at least fifty-one percent (51%) of the Department representatives; or
- c. Upon receipt by the Secretary-Treasurer of a petition signed by at least fifteen percent (15%) of the Members in good standing.

Such petition shall include the reasons for requiring the General Meeting.

If the President fails or neglects to call a General Meeting within fourteen (14) days to be held within one (1) month of receipt of the petition, the Executive shall call the meeting and appoint a Chairperson.

7.08 At all General Meetings of the Association, a simple majority of votes shall rule, except a two-thirds ($\frac{2}{3}$) majority by secret ballot shall be necessary where voting concerns the amendment of the Constitution or expulsion of the President, Secretary-Treasurer or the entire Executive. [see also SAFA Policy (By-Law) #3/Ballots appended hereto.]

7.09 Results of a General Meeting shall be published and posted within ten (10) working days.

7.10 A Special Meeting may be called by the Executive to deal with any situation where it is felt that the time constraints of a General Meeting should be waived. One (1) working day's notice shall be given to the membership and shall include the Agenda. The first item on the Agenda shall be a statement by the SAFA President as to the reason for the special meeting. The number of Members present at the Special Meeting shall constitute a quorum.

8. EXECUTIVE

8.01 The business and affairs of the Association shall be managed by the Executive.

8.02 The Executive shall consist of the President, the Secretary-Treasurer, a representative of the previous Executive and divisional representatives, all of whom have full voting rights.

8.03 The President and the Secretary-Treasurer shall be elected by all Members.

- 8.04 The representative of the previous Executive shall be elected by the outgoing Executive at the first Executive meeting after the election.
- 8.05 Divisional representatives shall be elected by Members in their division. Each division shall have two (2) representatives except Division IV will have one (1) representative. Divisions are defined in Policy #2 appended hereto.
- 8.06 The terms of office of the Executive Members shall be two (2) years and there shall be no limit on the number of consecutive full terms in the same Executive position.
- 8.07 The President shall name, prior to the Annual General Meeting, one (1) of the Executive members to be the Acting President to fulfill the responsibilities of the President in his/her absence.
- 8.08 Five (5) Members, one (1) of whom must be the President or Acting President, of the Executive shall constitute a quorum of the Executive for the transaction of Association business at an Executive Meeting.
- 8.09 Every reasonable attempt must be made by the President or Acting President to notify each Member of the Executive of meetings of the Executive.
- 8.10 Executive meetings shall be open to attendance, but not participation, to any Member in good standing unless the Executive, by majority vote, decides otherwise. Approved Executive Minutes shall be available to Members at the SAFA Office.
- 8.11 A position on the Executive shall be vacated/suspended:
- a. Upon resignation by notifying the Executive in writing at least two (2) weeks prior to resignation;
 - b. Upon becoming of unsound mind as certified by a psychiatrist or clinical psychologist;
 - c. Subject to Section 5.03(d), upon a two-thirds ($\frac{2}{3}$) majority resolution of the Executive suspending a Member from office by reason of non-performance of duty for any reason whatsoever or by behaviour considered by the Executive to be unacceptable. The rights and privileges accorded to the Member which result from membership on the Executive shall be withdrawn during the period of suspension; or
 - d. Upon the Executive Member's loss of Membership in the Association pursuant to Section 5.03.
- 8.12 If, after the annual election, but before the last day of March in the annual term of office, a position on the Executive becomes vacant for reasons defined under 8.11(b), (c), or (d), a General Meeting of the Association or the appropriate Division shall be called within one (1) week for the purpose of voting on the disposition of the suspended Member and/or electing a replacement. If a vacant position exists then the Executive shall appoint a Member in the interim until such time as an elected Member takes Office.

- 8.13 President: The President shall be the Chief Executive Officer of the Association and shall act as Chairperson of the Executive of the Association. He/she shall be responsible for the preparation and approval of the agenda for the Association meetings and shall be empowered to co-sign cheques on behalf of the Association. The President shall have custody of the Great Seal of the Association and shall be responsible for the official correspondence and act as the official spokesperson for the Association. He/she shall also affix the Seal of the Association when authorized to do so. The President shall preside at all Meetings. He/she shall preserve order, enforce the Constitution and By-Laws of the Association, and ensure that the other elected representatives perform their duties. The President may delegate any of his/her responsibilities as necessary at all meetings. The President shall be an ex-officio member of all SAFA committees. The President shall be bondable and bonded. [see also SAFA Policy/By-Law #7 - Presidential Release time appended hereto]
- 8.14 Secretary-Treasurer: The Secretary-Treasurer shall oversee and cause to be recorded, all Minutes of Executive meetings, Faculty Council meetings, General and Special Meetings and any Sub-Committee meetings that may be requested. He/she shall ensure accuracy of the Minutes and cause to be maintained the files of correspondence and records of the Association. As Chairperson of the Finance Committee, he/she is responsible for keeping financial records, preparing a projected budget and for presentation of this budget for adoption at the Annual General Meeting. He/she must cause to be prepared a statement of the financial affairs of the Association and the presentation of the financial statement at the Annual General Meeting. He/she shall co-sign cheques approved by the Executive. The Secretary-Treasurer shall be bondable and bonded. [see also SAFA Policy/By-Law #1 Financial appended hereto]
- 8.15 Duties and responsibilities of the two Academic Staff Members nominated by the Association to the SAIT Board of Governors pursuant to the *Post-Secondary Learning Act*, RSA 2003, c P-19.5, s 44(1)(ii) are described in that *Act*.
- 8.16 Division representatives: In consultation with the department representatives and Members, he/she represents the divisional concerns to the Executive and the Executive concerns to committees and Members.
- 8.17 In addition to the duties herein provided, Members of the Executive shall perform such additional duties as hereinafter may be required of them either by the Association or the Executive.
- 8.18 Every Executive Member and his/her heirs, executors and administrators, and estate shall, from time to time and at all times, be indemnified and saved harmless, out of the funds of the Association, from and against:
- a. All costs, charges and expenses whatsoever which such Executive Member sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her, or in respect of any act, deed, matter or thing whatsoever made, done, or permitted by him/her, in good faith, in or about execution of the duties of his/her Office; and
 - b. All other costs, charges and expenses which he/she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own wilful neglect or default.

- 8.19 No Executive Member of the Association shall be liable for the acts, receipts, neglects or defaults of any other Executive Member or for joining in any receipts or other acts of conformity, for any loss of expense happening to the Association through the insufficiency of title to any property acquired by order of the Executive for or on behalf of the Association, or for the insufficiency or deficiency on any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from bankruptcy, insolvency or tortuous act or any person with whom any of the monies, securities or effects of the Association shall be deposited, or for any loss occasioned by any error of judgement or oversight on his/her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereof unless the same shall happen through his/her own gross negligence or wilful misconduct.
- 8.20 Executive Members may receive an honorarium and expenses for services to the Association as Executives and an Executive Member or Member may receive an honorarium and expenses for services to the Association in any other capacity provided that no such honorarium or expense shall be paid without a majority vote of the Faculty Council.
- 8.21 The Executive may employ such staff and or consultants as it deems necessary to carry on the business of the Association and may pay such staff and or consultants with reasonable remuneration as approved in the budget.
- 8.22 The Executive shall have the power to invest such of the funds of the Association which are not required for the day to day operation of such affairs of the Association in any investment, which is by law, authorized for trustees.

9. FACULTY COUNCIL

- 9.01 The Faculty Council includes all Members of the Executive, the two (2) representatives on the Board of Governors and the departmental representatives.
- 9.02 Departmental representatives as per the Collective Bargaining Agreement and alternates shall be elected for a two (2) year term by each department. Each department shall have one representative and one alternate for each forty (40) members or portion thereof to a maximum of two (2) representatives per department, based on an all-inclusive number of Members in each department. If a vacant position exists, then the Faculty Council shall appoint a Member. Each department is responsible for notifying the Executive of their representative(s) and alternate(s). [see also By-Law #11]
- 9.03 The terms of office of the departmental representatives shall be a two (2) year term and no Member may serve more than three (3) consecutive full terms in the same department representative position.
- 9.04 Departmental representatives are expected to attend all Faculty Council meetings. In the event of an unacceptable number of absences by a representative, subject to Section 5.03(d), a two-thirds ($\frac{2}{3}$) majority of the Members present may move a resolution to advise all faculty in the representative's department of the absences and recommend that a replacement be appointed.

- 9.05 The Faculty Council shall be responsible for recommending policy to the Executive. All policies established by the Faculty Council and adopted by the Executive shall remain in effect unless changed by a General Meeting. The Faculty Council shall approve the budget prior to the Annual General Meeting. Faculty Council must authorize expenditures above the line items approved in the budget for any fiscal year.
- 9.06 A Faculty Council quorum shall consist of fifty percent (50%) plus one (1) of Faculty Council members.
- 9.07 Each member of the Faculty Council shall be entitled to vote at Faculty Council meetings.
- 9.08 Faculty Council shall meet at least once a month except during July, August and September.
- 9.09 The Agenda for these meetings as prepared by the Executive must be available to department representatives three (3) working days prior to the meeting. Every reasonable effort shall be made to notify each member of the meeting one (1) week prior.
- 9.10 Departmental representatives shall be responsible for channelling individual member concerns to the appropriate body.
- 9.11 In addition to the duties herein provided, departmental representatives shall perform such additional duties as hereinafter may be required of them either by the Association or the Executive. [see also SAFA Policy/By-Law #4 - Departmental Representatives (Faculty Council Role Description) appended hereto]
- 9.12 Special meetings of the Faculty Council may be called by the Executive or twenty percent (20%) of the departmental representatives.

10. COMMITTEES

- 10.01 The Association shall appoint a chairperson to any *ad hoc* committee.
- 10.02 The Chairperson of the standing committees shall be appointed as follows:

Election - by the SAFA Executive
 Finance - as determined by the Constitution
 Grievance - by the SAFA Executive
 Negotiations - by the Members of the Negotiations Committee

10.03 Negotiations

Prior to negotiations of the Collective Agreement between SAFA and The SAIT Board of Governors, the following process will be followed to create, organize and guide the negotiations:

10.03.1 Negotiation Steering Committee

- a. A Negotiation Steering Committee will be formed in the Spring of the year prior to negotiations.

- b. The Negotiation Steering Committee will consist of the SAFA Executive and up to a maximum of 3 additional Members who shall be selected based on criteria determined by the SAFA Executive.
- c. The Negotiation Steering Committee's mandate is:
 - i. to identify negotiation strategies
 - ii. to identify areas of negotiation for the Collective Agreement
 - iii. to review and recommend candidates for the Negotiation Committee
 - iv. to participate with the Negotiation Committee in the creation of the initial Proposal to SAIT for negotiations
- d. The Negotiation Steering Committee term shall end upon the completion of the initial Proposal.
- e. The Negotiations Steering Committee will elect a Chairperson who will be the official spokesperson for the committee.

10.03.2 Negotiating Committee

- a. The members of the Negotiating Committee will consist of three (3) Members plus an Alternate Member. The SAFA Labour Relations Officer (LRO) shall be a Member of the Negotiating Committee. In the event that SAFA does not have a Labour Relations Officer, a Member of the SAFA Executive (excluding the President) shall be on the Negotiating Committee as decided by the Executive.
- b. The Members and Alternate Member of the Negotiating Committee (excluding the SAFA Labour Relations Officer) shall be elected by Faculty Council based upon candidates recommended by the Negotiation Steering Committee.
- c. The Negotiating Committee shall be selected and formed by the end of May the year prior to negotiations.
- d. The Negotiating Committee Member's term shall be until negotiations are completed or such circumstances arise such that new Members are elected.
- e. The Negotiating Committee will elect a Chairperson who will be the official spokesperson for the committee.
- f. The Negotiating Committee reports to the SAFA Executive.
- g. The Negotiating Committee is responsible for communicating the status of negotiations during the monthly Faculty Council meetings, and to report to the general SAFA population on an as needed basis.

- h. The Negotiating Committees mandate is:
 - i. to utilize negotiation strategies identified by the Negotiation Steering Committee
 - ii. to negotiate the Collective Agreement with the Board's representative during bargaining
 - iii. to negotiate a Memorandum of Settlement that will be presented to the SAFA membership for ratification or to advise the SAFA Executive that bargaining is at an impasse
 - i. The Negotiating Committees Members will provide support to the Chairperson during negotiations of the Collective Agreement with the Board's representatives.
- 10.04 The Grievance Committee should have at least one (1) Member from each Division. The President must be notified by the Chairperson of the Grievance Committee if a grievance is filed. [see also SAFA Policy/By-law #5 - Confidential Grievance Settlements appended hereto]
- 10.05 All Members will be notified of positions to be filled on all committees. Except for the Negotiation Committee, membership on all committees will be determined by the Executive, subject to Faculty Council approval.
- 10.06 In addition to specific provisions for committees herein, the Executive, in consultation with Faculty Council, shall have full power to appoint from time to time such committees as it shall deem fit, and may delegate to such committees such responsibilities and duties as it may see fit, provided only that the terms of reference and by-laws of such committees must clearly place them under the jurisdiction of the SAFA Executive in consultation with the Faculty Council. [see also SAFA Policy/By-Law #8 - Committees' Confidential Reporting Requirement appended hereto]
- 10.07 The Executive, in consultation with Faculty Council, will decide any questions as to the delineation of the responsibilities of committees.
- 10.08 Meetings of the committees shall be called by the committee chairperson, or at the discretion of the President or the Executive.
- 10.09 At any meeting of a committee a quorum shall consist of not less than one-half (1/2) of the members of the committee.
- 10.10 The Executive, in consultation with Faculty Council shall authorize all expenditures and expenses.
- 10.11 Any Member may attend any committee meeting as a non-voting observer unless specifically excluded by the Executive or the committee Chairperson.
- 10.12 Each committee shall operate under the established terms of reference and by-laws. Any changes in by-laws shall be proposed by the committee or the Executive and ratified at a meeting of the Faculty Council.

- 10.13 All proposals and recommendations, except those from the Grievance and Negotiations Committees, shall be subject to approval by the Executive and Faculty Council. All initial proposals and recommendations for the Grievance and Negotiations Committee will be done in consultations with the Executive.
- 10.14 A copy of the Agenda for a committee meeting, time and place shall be available to the Executive. [see also SAFA By-Law # 8 - Reporting Requirements of Committees and SAFA By-Law #9 - SAFA Benefits Committee Representatives' Reporting Requirement]
- 10.15 **Constitution Review Committee**
- a. The Constitution Review Committee has the mandate to review the SAFA constitution and Policies/Bylaws and propose changes, clarifications and amendments to the constitution as directed by the SAFA Executive or Faculty Council.
 - b. The Constitution Review Committee will consist of a Chairperson and two (2) members selected by Faculty Council.
 - c. SAFA's President and Labour Relations Officer will serve as consultants to the Constitution Review Committee.
 - d. The Constitution Review Committee will report to the SAFA Executive and report its progress to Faculty Council at the monthly Faculty Council meetings.
 - e. The term of the Constitution Review Committee will be from October of the current year and terminate after the presentation of the proposed changes at the SAFA Annual General Meeting
 - f. The outcome of the Constitution Review Committee will be to propose amendments to the SAFA Constitution and present the amendments to Faculty Council for discussion and approval prior to the Annual General Meeting.
 - g. The approved amendments will be presented at the Annual General Meeting by the Chairman of the Constitution Review Committee.

11. ELECTION AND NOMINATION PROCEDURES

- 11.01 The Members of the Association shall nominate candidates from their ranks to fill upcoming vacancies on their Executive, Academic Council and on the Board. The position of Association President and Secretary-Treasurer shall only be filled by permanent full-time or permanent part-time salaried Members. This information shall be included on nomination forms for elections. [see By-Law #12]
- 11.02 Nominations shall be made in writing and will require the sponsorship of at least three (3) Members of the Association eligible to vote for the nominee, and the consent of the candidate on the form.
- 11.03 Nominations may be made at any time up to ten (10) days prior to the first advance poll.

- 11.04 The Faculty Council shall, at its April meeting, appoint an Election Committee to work with the Chairperson of the Election Committee to carry out the following responsibilities:
- a. To inform Members of the Association by mail at least one (1) month in advance of the annual election of the positions to be filled and of the election procedure to be followed;
 - b. To receive all nominations and to ensure that proper procedures have been followed;
 - c. To mail, one (1) week in advance of the first advance poll, the list of candidates to the Members;
 - d. To solicit nominations, in consultation with the Faculty Council, from the membership in the event of no nominations being received for a position or positions; and
 - e. To prepare and present the ballots to the Chairperson of the Election Committee forty-eight (48) hours before the election.
 - f. Election results shall be published within ten (10) working days of Election Day.
- 11.05 The Association shall hold elections on or before June 15 of each calendar year, of which due notice shall be given to all Members. The new Executive shall take office on the 1st of July. During this election there shall be elected a President, Secretary-Treasurer and divisional representatives for a two (2) - year term, and representatives to the Board of Governors for a two (2) -year term.
- Academic faculty representatives on Academic Council shall be elected on a divisional basis for two (2) year terms, or one (1) year if replacing a member. Each of the four (4) divisions shall have an equal number of representatives on Academic Council. Those Members required on Academic Council above a number not divisible by three (3) shall be one (1) or more of the elected Executive, determined by the Executive, for a one (1) year term. The two (2) faculty representatives to the Board of Governors shall be elected by all Members.
- 11.06 Voting shall be by secret ballot under the supervision of the Chairperson of the Election Committee. The Chairperson of the Election Committee is responsible for the location and number of polling stations and facilities, provided that at all times there be at least two (2) Deputy Returning Officers in each polling location. [see also By-Law #3/Ballots appended hereto]
- 11.07 Polling stations will be open from 10:30 am to 4:30 pm (6 hours) on Election Day. An advance poll will be held at the SAFA office on the sixth (6th) and thirteenth (13th) business days prior to Election Day. The advance poll will be open from 10:30 to 4:30 pm (6 hours).
- 11.08 Deputy Returning Officers may be appointed by the Chairperson of the Election Committee. The Deputy Returning Officers shall verify each ballot by either initialling paper ballots and/or using a suitable electronic verification method. Candidates shall be

entitled to appoint scrutineers for the period of balloting and for the counting of paper ballots and/or for the tabulation of the electronic ballots. The names of such scrutineers shall be given to the Chairperson of the Election Committee prior to Election Day.

- 11.09 A voting list for each department will be provided by the SAFA office and will be posted by the department representatives no less than ten (10) or more than twenty-one (21) days prior to Election Day. Each list will provide the following information: name, department, polling station. Members will have one (1) vote each for President and Secretary-Treasurer. Members will be able to vote for one (1) or more divisional representative(s), depending on which division they are in.
- 11.10 Collected ballots will be counted by two (2) returning officers as soon as possible after the vote. Electronic ballots will be supervised during the vote and tabulation by two (2) returning officers as soon as possible after the vote.
- I. In the event of a tie vote a recount of the votes will be carried out by two (2) SAFA Members other than the two (2) original returning officers.
 - II. In the event of a tie vote from 11.10 i), SAFA Members will be invited to participate in a vote selecting from among the tied candidates which is to take place in the SAFA office within seven (7) business days between 10:30 and 4:30 pm.
 - III. In the event of a tie vote from 11.10(I) and 11.10(II), a meeting of Faculty Council will be called when Faculty Council Members will vote for the candidates. The candidates involved in the vote will be excluded from this vote.

12. FINANCES

- 12.01 The following Executive Members shall be empowered to sign cheques on behalf of the Association: President, Secretary-Treasurer and one (1) designated Executive Member. Two (2) signatures, one (1) of which must be the Secretary-Treasurer, shall be required on any document, cheque or otherwise, authorizing the transfer or expenditure of funds. The signing officers of the Association (the President, Secretary-Treasurer and one (1) designated Executive Member) shall be bondable and bonded. [see also SAFA Policy/By-Law #1/Financial Policies appended hereto]
- 12.02 The Secretary-Treasurer shall be Chairperson of the Finance Committee.
- 12.03 Acquisition, Management and Disposition of SAFA Funds & Assets:
1. The Executive Committee of the Association is entitled to acquire and manage property on behalf of the Association, such property to be or personal property (including monies).
 2. In the carrying out of the affairs of the Association, the Executive Committee is entitled to dispose of such assets as is necessary to fulfill the objectives of the Association.
 3. In the event of the voluntary dissolution or impending voluntary dissolution of the Association, the disposition of the assets shall be as follows:
 - a. Payment of all liabilities shall be the first priority;
 - b. The balance of the assets shall be disposed of in any combination of the

following principles:

- i. Disposition of the assets or a portion thereof on a pro-rata basis to the Members in good standing of the Association immediately prior to its dissolution;
 - ii. Transfer and/or assignment of the assets to a successor association or to another association designated by the Members;
 - iii. Placed into trust as designated by the Members in good standing to be held on terms approved by those Members in good standing immediately prior to the dissolution of the Association.
4. In the event of impending involuntary windup, the Officers of the Association shall be specially empowered to convene an Emergency Meeting upon forty-eight (48) hours written notice. The quorum requirements shall be those present at the meeting. A simple majority of votes of the Members present shall prevail. At this meeting, the Officers shall put forward the evidence prompting their action in calling an extraordinary meeting for the purposes of disposition of the Association's assets.
 5.
 - a. In the event that the Association is voluntarily dissolved, or involuntarily wound-up, prior to the completion of the disposition of the assets, the assets shall be managed by the Executive of the Association at the time of dissolution/wind-up, or such other persons as may be appointed by the Executive Committee at the time of dissolution/wind-up, either of which persons shall be the Trustees for the assets with the assigned objectives as set out herein.
 - b. The Trustees are given all lawful authority to convert such assets into other types of assets and/or money as is deemed prudent for pursuing the benefit of the Association Members in good standing immediately prior to the dissolution/wind-up of the Association.
 - c. The Trustees are directed to utilize the funds and assets of the Trust Fund for the purposes set out in paragraph 12.03(3) herein at the direction of those Members of the Academic Faculty Association who were Members in good standing immediately prior to the dissolution of the Association.

13. RATIFICATION OF COLLECTIVE AGREEMENT

- 13.01 A Memorandum of Agreement shall be binding on the applicable membership only after it having been ratified by a majority of the Employees that would be bound by the proposed collective agreement who actually vote.
- 13.02 The Executive shall be responsible for conducting ratification votes.
- 13.03 Voting must be by secret ballot, distributed by the Executive to each of the Employees

that would be bound by the proposed collective agreement, and returned to the Executive within five (5) working days. [see also SAFA Policy/By-Law #3/Ballots appended hereto]

- 13.04 The Association is empowered to negotiate and enter into such number of collective agreements with such Employers as is necessary in its representation of Members and Employees for whom it acts as bargaining agent, whether deemed by statute, certified, voluntarily recognized or otherwise.

14. RULES OF ORDER AND PROCEDURE

The proceedings of the Association shall be governed by Bourinot's Rules of Order.

SAFA POLICIES (BY-LAWS)

#1 FINANCIAL POLICIES

1. The financial accounts of SAFA shall be proven correct each year by the application of an independent audit to coincide with the Association's fiscal year-end to provide all members with an audited financial statement at the Annual General Meeting.
 - a. The auditor appointed by the Executive shall be from a reputable company with fairly extensive auditing experience with non-profit societies. Selection of this auditor shall be voted on at the Annual General Meeting as per Section 7.05 a. & f.
 - b. Written instructions must be given to the auditor by the Executive and not by the person(s) that actually do the record keeping.

2. Secretary-Treasurer's financial duties and responsibilities:
 - a. All deposits, transfers of funds, receiving or picking up of statements, signing authority documents and bank reconciliations shall be done directly by the Secretary-Treasurer or in his absence, a Member of the SAFA Executive.
 - b. Bank statements, reconciliation and report, and SAFA month-end statement shall be promptly reviewed, dated and signed by the Secretary-Treasurer or in his absence, a Member of the SAFA Executive.
 - c. Secretary-Treasurer shall review and initial the petty cash balance sheet whenever a petty cash cheque is issued.

3. **Internal Financial Control Procedure**

Internal control procedures must be in place to enable the auditor, Secretary-Treasurer, and SAFA Executive to determine if irregularities are occurring.

 - a. Cheques shall be completed as to payee, dates, amount and attached to the invoice being paid before first and second signatures. Invoices should be stamped paid when cheques are made out with the cheque number clearly indicated on the invoice.
 - b. Cheque stubs shall clearly indicate payee, date, amount and invoice number or petty cash.
 - c. Petty cash may only be paid out when supporting receipts or invoices accompany expense claims.
 - d. Spot check petty cash float.
 - e. Each new Executive Committee shall decide on the designation of the third (3rd) signing authority.
 - f. As long as the Secretary-Treasurer is not doing the bookkeeping, it is his/her responsibility to report to the Executive that the above procedures are all being followed.

- g. SAFA Signing Officers are authorized to have a \$5,000 overdraft protection on SAFA's chequing account.

4. Donations

SAFA shall donate monies to various campus sporting event groups in the amount of \$10.00 per actual SAFA participant, upon application to and subject to the approval of the SAFA Executive Committee.

5. Local Travel Expenses

SAFA will not pay transportation expenses within the Calgary city limits to any SAFA, ACIFA or professional development activity for which SAFA has appointed the Member as SAFA representative and/or paid their registration in the activity. Any such transportation expenses can be considered as a factor in determining the amount of a SAFA honorarium.

#2 DEPARTMENTS & DIVISIONS

Within the Constitution the Divisions are as follows:

DIVISION I: School of Construction, School of Manufacturing and Automation, & School of Transportation

DIVISION II: School of Information & Communications Technology, MacPhail School of Energy,

DIVISION III: School of Health & Public Safety; School of Business, School of Hospitality & Tourism; Centre for Academic Learner Services.

DIVISION IV: Librarians & Educational Counsellors, Centre for Instructional Technology and Development.

#3 BALLOTS

- 1. An acceptable ballot will have one (1) mark per question indicating the voter's choice and all other marks on the ballot will constitute a spoiled ballot.

The top of each paper ballot shall include the quote from the Constitution as follows: "13.04 The Designated Returning Officer shall initial each ballot."

- 2. Any voter who feels that he/she may have spoiled his/her paper ballot may write "spoiled" across it and return this ballot to the Returning Officer or Deputy Returning Officer to receive a new ballot.
- 3. A blank ballot shall be considered a "spoiled ballot" and shall be included in the tally of total ballots.

#4 DEPARTMENTAL REPRESENTATIVES (FACULTY COUNCIL ROLE DESCRIPTION)

1. Attend Faculty Council meetings or ensure an alternate attends.
2. Provide two-way communication between Faculty Council and the SAFA Members in the department (may include verbal or written report, posted or distributed to department members, of each Faculty Council meeting).
3. Carry out requests of the Executive and Faculty Council in terms of distributing information to and seeking information from the Department.
4. Encourage attendance at SAFA meetings as required (Annual General Meetings, Special Meetings, Board of Governors Meetings, Negotiations Update Meetings).
5. Provide guidance and support to Instructors with problems.
6. Promote faculty involvement in SAFA affairs and those issues at SAIT in which faculty should be involved.
7. Perform such other related duties as shall be assigned.

#5 CONFIDENTIAL GRIEVANCE SETTLEMENTS

All settlements with regard to grievances shall not be confidential. In the event that the grievor is willing to settle on a confidential basis and is willing to pay their own legal fees, then SAFA will withdraw financial support from the grievance and the grievor can pay their own legal fees and keep their own settlement confidential.

#6 ANNUAL FACULTY SURVEY

In accordance with 4.09, each November the SAFA Executive will conduct the following faculty survey with at least the following questions. Questions may be revised, added or deleted by Faculty Council at the October meeting of Faculty Council. The tabulation and publication of the results will be done in a manner determined by Faculty Council at the October meeting of Faculty Council. [see Annual Faculty Survey pp. 18 & 19]

#7 PRESIDENTIAL RELEASE TIME

Any release time for a SAFA President or other SAFA representative shall be actual release time (not overload).

#8 COMMITTEES' CONFIDENTIAL REPORTING REQUIREMENT

All SAFA representatives on SAIT or Joint SAIT/SAFA committees, groups, task forces or any SAFA representative acting as a resource person to the Board of Governors is required to report in confidentiality to the SAFA Executive Committee on any confidential matters arising from their meetings, or not participate in those meetings.

#9 RECOMMENDATION TO STEERING & NEGOTIATIONS COMMITTEES

SAFA Negotiations & Steering Committees should take under advisement the strategy of limiting the number of sections in the collective agreement to be addressed by each bargaining round.

#10 SAFA BENEFITS COMMITTEE REPRESENTATIVES' REPORTING REQUIREMENT

SAFA's Benefits Committee representatives must report to SAFA Steering Committee any proposed changes to SAFA benefits provisions for approval **PRIOR** to any vote thereon at any Joint Benefits Committee meeting.

#11 FACULTY COUNCIL REPRESENTATION REQUIREMENT

Faculty Council must include one (1) department representative for every forty (40) members or portion thereof to a maximum of two (2) representatives per department, based on an all-inclusive number of permanent and contract instructors in each department. [Dec. '95]

#12 ELECTION ELIGIBILITY REQUIREMENTS

Only full-time and part-time permanent salaried Members can accept nomination and election for positions of SAFA President and Secretary/Treasurer and this information shall be included on nomination forms for elections. [Dec. '95]

#13 COMMUNICATIONS WITH SAIT ACADEMIC FACULTY ASSOCIATION (SAFA)

It is mandated by Legislation that the Association has records of minutes of meetings; that accounting records are kept, and an audit of accounts be conducted annually.

The SAFA President conducts all SAFA business from the Association office. Communications from the Association must be in writing. Any meetings with faculty members, Human Resources staff, department deans or members of SAIT senior executive must be followed up in writing. Communications with SAIT management/administration/human resources and all communications on confidential matters will be on SAFA letterhead (hard copy format) rather than e-mail. Any SAFA business conducted by e-mail must be copied to the SAFA Administrator.

The meetings of the SAFA Executive, Faculty Council and SAFA committees including grievances, arbitration hearings and disciplinary matters will be coordinated through the SAFA office staff. The office staff is responsible for arranging meetings, in consultation with faculty members, to avoid conflicts with instructor class schedules.

#14 Nondisclosure Agreements

No committee or committee member representing SAFA shall proceed into a nondisclosure agreement with any party without the approval and consent of the SAFA Executive as to the terms and conditions of the nondisclosure agreement. Any agreement entered without the consent of the SAFA Executive is null and void.

ANNUAL FACULTY SURVEY

COMPLETE & RETURN TO SAFA/N201 BY

Once again it is time for the annual faculty climate survey as is directed by the SAFA Constitution.

As a result of discussion by the SAFA Executive and Faculty Council, some clarification of the terms of the survey seems appropriate.

Definition of Climate: "Climate is the trend of opinions and attitudes pervading a community... "[Webster's Dictionary]. In this case, the community is SAIT.

What is SAIT? (as referenced in questions 1 - 8): SAIT consists of students, management, faculty - YOU, support staff and facilities.

Relative to SAIT's Mission Statement, it should be understood that it is the responsibility of management at SAIT to provide to the faculty the atmosphere, facilities and tools that will aid and enhance the students' learning process. When contemplating this survey, you should ask yourself how well this was done, in the environment in which management was placed by Alberta Ministry of Learning. In many cases you will not be in a position to judge the performance of some managers (as referenced in questions 9 - 21); if so, use the "I Don't Know" response.

This survey is to provide feedback to management regarding their performance. It should not be used as a method of voicing your feelings on the general political and financial stance of the present provincial government. Remember that this is a climate survey which should capture your feelings regarding the performance of SAIT.

Please examine your own environment and respond to the following questions.