

**BY-LAWS  
OF THE  
LOS RIOS COLLEGE FEDERATION OF TEACHERS  
Local 2279 AFT/CFT**

Article I. Dues and Fair Share/Agency Fees

- A. The following shall be the schedule for payments of LRCFT base dues and agency fees:
1. Permanent faculty (any faculty member who has contractual rights to at least 75% of full-time employment): base dues shall be calculated by multiplying the salary at Class V, Step 1 of Faculty Salary Schedule A by 1.7%.
  2. Part-time temporary faculty (working more than 25%) or part-time tenured faculty (working less than 50% but more than 25% of full-time): base dues shall be calculated by multiplying Class I, Step 1 of Faculty Schedule B by 37 1/2% and multiplying that product by 1.7%. Part-timer dues shall be collected only for ten months and only when the part-timer is actively employed.
  3. Category 2 Part-time temporary employee working 25% or less: dues shall be computed at one-half of dues and shall be collected only when the member is employed and receiving wages, exclusive of the summer session.
  4. Dues will be adjusted once per year (usually in September) to reflect any increases or reductions in mandated affiliation per-capita fees, insurance plans covering all members and/or salary schedule changes.
  5. On a ten-month basis, two dollars of each full-time union member's dues will be designated for the LRCFT Political Action Fund.
  6. On a ten-month basis, one dollar of each adjunct faculty union member's dues will be designated for the LRCFT Political Action Fund.
  7. Affiliation per-capita fees specifically designated for political use by the California Federation of Teachers that are no longer mandated, may go to the LRCFT Political Action Fund subsequent to a majority vote of the LRCFT Executive Board.
  8. Fees charged to agency fee payers will be fixed by the Executive Board within the maximum figure allowed by law.

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9. Retiree dues shall be set at \$5/month.

Article II. Vacancies

A. A vacancy shall be declared when (1) an officer or member of the Board submits his/her resignation to the Executive Board, or (2) an officer or member of the Board is absent for three consecutive board meetings. The Board, at its discretion, may extend the acceptable period of absence.

Article III. Internal disputes procedure.

A. Definitions.

1. Internal dispute. An internal dispute is a formal, written allegation by a Union member that the member has been adversely affected by arbitrary, capricious, or invidious action by the Union.
2. Member. A member herein refers to any Union member who is in good standing.
3. Good standing. Good standing refers to a situation in which a Union member's dues are current and not in arrears.
4. Day. For purposes of this procedure a day is a calendar day.

B. Time limits.

1. Time limits may be extended at the discretion of the Union.
2. Steps in the procedure may be waived by mutual agreement.
3. Time and date of any meeting at any stage or level of this procedure shall be established by the Union.
4. A member who fails to comply with the established time limits at any step shall forfeit all rights for purposes of the internal dispute.

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C. Procedural steps

1. Levels.

a. Informal. Within 30 days of the time a member knew or reasonably should have known of an event giving rise to an internal dispute, the member shall discuss the alleged violation with the LRCFT President.

b. Formal: If a satisfactory resolution is not reached within 20 days of the informal step above, the member shall present, within 10 days thereafter, a written complaint setting forth in detail all particulars pertaining to the internal dispute. The written complaint must set forth any sections of the LRCFT By-Laws and Constitution alleged to have been violated, and any reason why the member believes that the Union acted arbitrarily, capriciously, or invidiously toward the individual.

i. The written complaint shall be filed with the LRCFT President, who shall transmit it to a panel consisting of the four College Presidents. Within 30 days after their receipt of the written complaint, the panel shall communicate its decision on the complaint to the member and the LRCFT President. The panel, at its discretion, may request a personal conference with the member filing the complaint. Any such meeting shall be by mutual agreement and will occur prior to the panel's execution of its written decision on the complaint.

ii. Within 15 days after receipt of the decision of the panel, either the member or the LRCFT President may submit the complaint to the Union's Board for decision.

iii. The Board is empowered to commence any investigations and/or hearings which it deems necessary in matters of internal disputes. The Board is empowered to review any resolution of an internal dispute proposed by either the LRCFT President or the four-member panel. The Board is empowered to approve, modify or disapprove any proposed resolution of an internal dispute, and the decision of the Board shall be final and binding on the parties to the dispute.

iv. All fees and expenses of the complainant shall be borne by the member, and no party to the dispute shall be responsible for the fees and expenses of any other party.

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Article IV. Fiscal policy.

- A. A petty cash fund of \$100.00 shall be established. Expenditures made from this fund shall be recorded and filed prior to additional amounts of \$100.00 being approved by the Treasurer.
- B. Non-budgeted expenditures of not more than \$200.00 may be authorized by the Treasurer, with the approval of the LRCFT President, for all necessary expenses. Such expenditure shall be reported to the Board at the next meeting of the Board.
- C. All other non-budgeted expenditures shall be approved in advance by the LRCFT Board.

Article V. Appeal Procedures for Grievants Regarding Grievances Arising out of Alleged Contract Violations.

- A. As indicated in the Dispute Resolution article of the Contract (AKA Agreement), the Federation retains the right to determine whether or not to appeal a grievance to any level beyond the District Level, i.e. Level 2 of the Grievance Procedure. Once such a determination has been made by the Federation and has been communicated in writing to the grievant, the grievant may, if he/she chooses, appeal the decision to the LRCFT Executive Board. Such an appeal shall be filed with the LRCFT Dispute Resolution Officer or with the LRCFT President and shall state the grounds on which the appeal is being made. The grievant may request to appear before the Executive Board in closed session to present his/her arguments. All such appeals shall be handled in a timely manner so as to conform to the deadlines set forth in the Contract. The LRCFT Executive Board's decision shall be final.