

**UNIVERSITY OF GUELPH FACULTY ASSOCIATION**  
**CONSTITUTION DOCUMENT**

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## BY-LAW NUMBER ONE

A by-law relating generally to the transaction of the affairs of

### UNIVERSITY OF GUELPH FACULTY ASSOCIATION INC.

**BE IT ENACTED** as by-law no. 1 of the Association as follows:

#### **ARTICLE 1 - INTERPRETATION**

In this by-law and all other by-laws and resolutions of the Association, unless the context otherwise requires:

- 1.01 **“Academic Freedom and Oversight Standing Committee”** is a standing committee established by resolution of Council.
- 1.02 **“Act”** means the *Corporations Act*, R.S.O. 1990, c. C-38, and any statute that may be substituted therefore, as from time to time amended.
- 1.03 **“Arbitration Fund”** is a fund of the Association established pursuant to Article 11.09.
- 1.04 **“Association”** means the University of Guelph Faculty Association Inc.
- 1.05 **“Chair Academic Freedom and Oversight Standing Committee”** is an office of the Association established by Article 8.01.
- 1.06 **“Chair Economic Benefit Standing Committee”** is an office of the Association established by Article 8.01.
- 1.07 **“Chair Health and Safety Standing Committee”** is an office of the Association established by Article 8.01.
- 1.08 **“Chief Grievance Information Officer”** is an office of the Association established by Article 8.01.
- 1.09 **“Chief Negotiator”** is an office of the Association established by Article 8.01.
- 1.10 **“Colleges”** and each a **“College”** means the following colleges or sub-divisions of the University of Guelph:
  - (a) College of Arts;
  - (b) College of Biological Science;
  - (c) Gordon S. Lang School of Economics and Management;
  - (d) College Engineering and Physical Science;
  - (e) College of Social and Applied Human Sciences;

- (f) Ontario Agricultural College;
  - (g) Ontario Veterinary College;
  - (h) Library;
  - (i) Animal Health Laboratory/Health Sciences Centre; and
  - (j) Guelph/Humber and Ridgetown satellite campus.
- 1.11 “**Council**” means the board of directors of the Association as required under the Act.
- 1.12 “**Defence Fund**” is a fund of the Association established by Article 11.01.
- 1.13 “**Documents**” means all paper writing, including deeds, mortgages, charges, conveyances, transfers and assignments of property, real or personal, immovable or moveable, agreements, releases, receipts and discharges for the payment of money or other obligations and conveyances.
- 1.14 “**Economic Benefit Standing Committee**” is a standing committee established by resolution of Council.
- 1.15 “**Executive Committee**” is a committee of the Council established pursuant to Article 7.01.
- 1.16 “**Grievance Information Officer**” is an office of the Association established by Article 8.03.
- 1.17 “**Health and Safety Standing Committee**” is a standing committee established by resolution of Council.
- 1.18 “**Letters Patent**” means the letters patent incorporating the Association under the Act, as from time to time amended and supplemented by supplementary letters patent.
- 1.19 “**OCUFA Director**” is an office of the Association established by Article 8.01.
- 1.20 “**Past-President**” is an office of the Association established by Article 8.02.
- 1.21 “**President**” is an office of the Association established by Article 8.01.
- 1.22 “**Representatives**” mean those members elected to Council in accordance with section 6.01 hereof and shall have the same meaning as the term “directors” pursuant to the Act.
- 1.23 “**Treasurer**” is an office of the Association established by Article 8.01.
- 1.24 “**University**” means the University of Guelph.

- 1.25 **“Vice-President”** is an office of the Association established by Article 8.01.
- 1.26 Words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neutral genders; and words importing personal shall include individuals, corporations, partnerships, trusts, unincorporated organizations and any number of aggregates of persons unless the context requires otherwise.
- 1.27 Headings used in the by-laws of the Association are for convenience of reference only and shall not affect the construction or interpretation thereof.

## **ARTICLE 2 - HEAD OFFICE**

- 2.01 The head office of the Association shall be in the City of Guelph, in the Province of Ontario, and at such place therein as the Council may from time to time by resolution determine.

## **ARTICLE 3 - PURPOSE**

- 3.01 The purpose of the Association is the general promotion of all interests of individuals employed at the University of Guelph and admitted into the membership of the Association, including the regulation of labour relations between members of the Association and the University.

## **ARTICLE 4 - SEAL**

- 4.01 The seal, an impression whereof is stamped hereon, is hereby adopted as the seal of the Association.

## **ARTICLE 5 - MEMBERS**

### **Active Members**

- 5.01 Membership in the Association shall consist of the following:
- (a) the initial applicants for the incorporation of the Association;
  - (b) such other persons as may be admitted to membership by resolution duly passed by Council, provided each such person:
    - (i) is a full-time or part-time employee of the University, whether on a probationary, tenured or contractually limited appointment within the classifications of: assistant professor, associate professor, professor, college professor, college research professor, college lecturer, assistant veterinarian, associate veterinarian, veterinarian, assistant librarian, associate librarian or librarian, provided they have been granted a university degree;
    - (ii) has applied for membership in the Association;

- (iii) has paid membership dues to be determined by the Council from time to time; and
  - (iv) is otherwise qualified for membership under the Act;
  - (v) provided that notwithstanding the foregoing, persons holding the positions of President, Vice-President, Dean, Associate Dean, Assistant Dean, Chief Librarian or Associate Chief Librarian at the University may not be members of the Association while they hold any such positions.
- (c) Additional persons not falling within the listed position under 5.01(b)(i) are eligible for membership in the Association if they otherwise meet the criteria for membership and have been approved for membership by not less than 2/3 of the Council present and voting on the issue.

### **Retired Members**

5.02 Retired former employees of a College are not eligible to be members of the Association.

### **Transfer and Termination of Membership**

5.03 Membership in the Association is not transferable and lapses and ceases to exist upon the death, termination of employment with the University or resignation of membership by the member.

### **Resignation of Membership**

5.04 Any member may resign their membership in the Association by sending notice of such resignation in writing addressed to the Council and such resignation shall be effective in accordance with its terms.

### **Membership Fees**

5.05 The Council may establish an annual membership fee and such additional fees, dues or levies as may be necessary or desirable for the furtherance of the purposes of the Association.

5.06 The Executive Committee shall make a recommendation to the Council with respect to such amounts.

5.07 A proposal to change these amounts shall not become effective until approved by the membership by a majority vote at a meeting of the members called for this purpose, provided, however, that the existing fees due or levies continue to be payable until the proposed change has been voted upon and approved by the membership.

### **Colleges**

- 5.08 The members of the Association shall be divided into groups based on the College within which the member is employed by the University.
- 5.09 Each such membership group shall be comprised of the members employed in each such College.
- 5.10 A person may not be a member of more than one such membership group.
- 5.11 In the event a person is eligible to be a member of more than one such membership group, that person shall declare the membership group of which they wish to be a member no later than January 31st of each year.
- 5.12 In the event of a dispute as to which is the appropriate membership group for a member, the matter shall be decided by a committee established by Executive Committee.

## **ARTICLE 6 - COUNCIL**

### **Role of Council**

- 6.01 The affairs of the Association and the administration of the Association's policies shall be managed by a Council of Representatives which shall function as the board of directors of the Association and shall be composed of the number of Representatives as determined by this Article 6.

### **Composition of Council**

- 6.02 Notwithstanding any other term of this by-law, each College shall have no fewer than two (2) Representatives on Council.
- 6.03 Each College shall have one additional (1) Representative for every 50 members employed in a College over 100 members, provided, however, that:
  - (a) if a College has at least 126 members it may elect a third Representative;
  - (b) if a College has at least 226 members it may elect a fourth Representative;
  - (c) if a College has at least 326 members it may elect a fifth Representative; and
  - (d) if a College has any more than 426 members it may elect a sixth Representative.
- 6.04 The Chief Negotiator, if not otherwise an elected Representative under this Article, shall be deemed to be a Representative by virtue of their office.
- 6.05 The Chief Grievance Information Officer, if not otherwise an elected Representative under this Article, shall be deemed to be a Representative by virtue of their office.

6.06 Any increase or decrease in the number of Representatives shall be approved by special resolution of the Representatives and members of the Association, but in no event may the Association reduce the number of Representatives to less than three (3).

### **Qualifications of Representatives**

6.07 To be eligible for election as a Representative to the Council, a person must:

- (a) be at the date of or, become within ten (10) days after his/her election, and thereafter remain throughout his/her term, a member of the Association;
- (b) be employed in the College for which they intend to seek election as a Representative;
- (c) be at least eighteen (18) years of age;
- (d) not be an undischarged bankrupt or a mentally incompetent person; and
- (e) not be otherwise disqualified from being a director under the Act.

6.08 If a Representative ceases to meet these qualifications, they thereupon cease to be a Representative.

### **Election of Representatives to Council**

6.09 Representatives to Council shall be elected by members.

6.10 Prior to the annual general meeting of the members, the members of each College shall elect the total number of Representatives from amongst the members of their College required under this by-law, which Representatives shall be appointed and confirmed at the annual general meeting of members.

6.11 Elections shall be held by ballot.

6.12 The elected Representatives shall be the persons who receive the largest number of votes cast by ballot by members of each College.

6.13 Each Representative shall be elected for a two (2) year term which shall commence June 1 of the year of their election.

### **Vacancies**

6.14 So long as a quorum of Representatives remains in office, a vacancy on the Council may be filled by an appointment to the Council by the Representatives of a qualified member for the remainder of the term.

- 6.15 If no quorum exists, the remaining Representatives shall forthwith call a meeting of the members to elect a Representative to fill the vacancy or vacancies on Council.

### **Removal of Representatives**

- 6.16 A Representative (except a Representative who is appointed by virtue of their office) may be removed from office by resolution passed by at least two-thirds of the votes cast at a meeting of members of a College of which notice specifying the intention to pass such resolution has been given.

### **Resignation of Representatives**

- 6.17 A Representative may resign their office by notice in writing delivered to the Treasurer, and such resignation shall become effective on the later of the date of receipt thereof and such date of resignation specified in such notice.

### **Meetings of Council**

- 6.18 Except as otherwise required by law, meetings of the Council may be held at any place in or outside Ontario as designated in the notice calling the meeting. Meetings of the Council may be called by the President on direction in writing of eight (8) Representatives.
- 6.19 Notice of such meetings shall be communicated by electronic means to each Representative not less than seven (7) days before the meeting is to take place. A declaration of the Treasurer or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice.
- 6.20 The Council may appoint one or more days in each year for regular meetings of the Council at a place and time named in which event no further notice of such regular meetings need be given.
- 6.21 A Council meeting may also be held without notice, immediately following the Annual Meeting of the Association or if all the Representatives are present or if those absent have signified their consent to the meeting held without notice and in their absence.
- 6.22 Notwithstanding any other clause in this Article, the Council shall hold no fewer than two (2) meetings in each of the fall and winter semesters and at least one (1) meeting in the summer semester.
- 6.23 The Representatives may consider or transact any business, either special or general, at any meeting of the Council.
- 6.24 The Council may meet in person or by electronic means that permits participation in meetings by all eligible participants.

### **Errors in Notice**



- 6.25 No error or accidental omission in giving notice of any meeting or any adjourned meeting of the Council or the non-receipt of any notice by any Representative or any error in any notice shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting, and any Representative may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

### **Voting**

- 6.26 A quorum for the transaction of business at a meeting of Council shall be two-fifths (2/5) of Representatives.
- 6.27 Each Representative shall have one vote.
- 6.28 Voting by proxy is not permitted at meetings of Council.
- 6.29 Questions arising at any meeting of the Council shall be decided by a majority of votes, and the Chair or appointed designate, shall not vote except to break a tie. A declaration of the Chair or appointed designate in the absence of the Chair, that a resolution has been carried and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

### **Written Resolutions**

- 6.30 A resolution or minutes in writing signed or consented to by electronic means (including but not limited to e-mail) by all the members of the Council shall be deemed for all purposes to be an act of the Council to the effect therein expressed with the same force and effect as if it has been duly passed by the proper vote at a duly constituted meeting of the Council.

### **Powers**

- 6.31 The Council shall administer the affairs of the Association in all things and make or cause to be made for the Association, in its name, any kind of contract which the Association may lawfully enter into and, save as hereinafter provided, generally may exercise all such other powers and do all such other acts and things as the Association is by its Letters Patent authorized to exercise.
- 6.32 Without in any way derogating from the foregoing, Council is expressly empowered from time to time to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of share, stock, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Association, for such consideration and upon such terms and conditions as they may deem advisable.

## **ARTICLE 7 - EXECUTIVE COMMITTEE**

### **Executive Committee**

7.01 There shall be an executive committee of the Association (the “**Executive Committee**”).

### **Composition of the Executive Committee**

7.02 The Executive Committee shall consist of those Representatives holding the following offices:

- (a) President;
- (b) Vice President;
- (c) Treasurer;
- (d) OCUFA Director;
- (e) Chief Grievance Information Officer;
- (f) Chief Negotiator, Unit 1 (when applicable);
- (g) Chair, Economic Benefits Standing Committee;
- (h) Chair, Academic Freedom and Oversight Standing Committee; and
- (i) Chair, Health & Safety Standing Committee.

7.03 Following a two-thirds (2/3) majority vote of the Executive Committee it may:

- (a) appoint a Past-President and to be a member of the Executive Committee, and
- (b) recommend to the Council that up to three (3) members be appointed to the Executive Committee as members-at-large.

### **Eligibility of Membership on Executive Committee**

7.04 A member of the Executive Committee may continue as such only as long as they are a Representative and when no longer a Representative shall automatically cease being a member of the Executive Committee.

### **Delegation of Power**

7.05 The Council may by resolution delegate to the Executive Committee such powers as may lawfully be exercised by the Council on such terms and condition as the Council decides.

## **Quorum and Meeting of the Executive Committee**

- 7.06 The Executive Committee shall hold no less than two (2) meetings in each of the fall and winter semester and no less than one (1) meeting during the summer semester of the University.
- 7.07 The President or delegate in their absence is the Chair of the meetings of the Executive Committee and shall not vote except to break a tie.
- 7.08 A quorum for a meeting of the Executive Committee shall not be less than a majority of the members of the Executive Committee.
- 7.09 Voting by proxy is not permitted at Executive Committee meetings.
- 7.10 Notices for meetings of the Executive Committee shall be delivered by electronic means to each member of the Executive Committee not less than seven (7) days before the meeting is to take place or shall be mailed to each member of the Executive Committee not less than ten (10) days before the meeting is to take place to the last address of each member of the Executive Committee recorded on the books of the Association. The declaration of the Treasurer or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice.
- 7.11 On the written request of at least two (2) members of the Executive Committee, additional meetings or extraordinary meetings of the Executive Committee shall be called by the Treasurer or the President. Extraordinary Executive Committee meetings may be called without notice when circumstances warrant and the majority of members of the Executive Committee can attend.
- 7.12 The Executive Committee may appoint one or more days in each year for regular meeting of the Executive Committee at a place and time named in which event no further notice of such regular meetings need be given. An Executive Committee meeting may also be held without notice, immediately following the Annual Meeting of the Association or if all the members of the Executive are present or if those absent have signified their consent to the meeting being held without notice and in their absence.
- 7.13 The Executive Committee may meet in person or by electronic means that permits participation in meetings by all eligible participants.

## **Committees and Committee Functions**

- 7.14 The Executive Committee may create standing and ad hoc sub-committees and define the composition and terms of reference of such committees.
- 7.15 The terms of reference of each committee shall be documented in the Association's Policies Documentation.

- 7.16 The membership of each such committee shall be subject to ratification by Council.
- 7.17 The Executive Committee may appoint members of the Association to sit on various bodies which have designated representation from the Association.
- 7.18 At the request of the Executive Committee under Article 7.03, the Council may annually elect from amongst themselves up to three (3) members-at-large to be members of the Executive Committee for a one (1) year term each. If more than one person is proposed then voting by the Council shall be by ballot.
- 7.19 It shall be a qualification of the office of the member(s)-at-large that the person holding it be and remain a Representative of the Association.

### **Conflict of Interest**

- 7.20 Every Representative who has, directly or indirectly, any interest in any contract or transaction to which the Association is or is to be a party, other than as a member of the Association, shall declare their interest in such contract or transaction at a meeting of the Council in accordance with the provisions of the Act.
- 7.21 A Representative shall not vote or use personal influence on any matter requiring disclosure pursuant to Article 7.20 hereof and shall not be counted in the quorum for a meeting at which the Executive Committee or Council as the case may be, proposes to take on any such matter. The Representative may briefly state a position on the matter and answer pertinent questions of the Executive Committee or Council. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been met.

### **Remuneration of Representatives and Officers**

- 7.22 Except as otherwise expressly permitted pursuant to Article 7.23, the Representatives and officers of the Association shall serve as Representatives and officers without remuneration and no Representative or officer shall directly or indirectly receive any profit or remuneration in any capacity whatsoever from her or his position as a Representative or officer.
- 7.23 Notwithstanding the general non-remuneration provisions of Article 7.22 and for the purpose of Article 7.20, Representatives and officers of the Association shall be permitted, and it shall not constitute a conflict of interest, to receive course or workload releases in consideration of work performed by them for the Association and its members, to receive the payment of stipends in lieu, fully or partially, of such course or workload releases, and to be paid reasonable expenses incurred by them in the performance of their duties as Representatives and officers.

## **ARTICLE 8 - OFFICERS**

- 8.01 There shall be a total of eight or nine officers elected or appointed, as the case may be, in accordance with Article 8, being the offices of: President; Vice-President; Treasurer; OCUFA Director; Chief Grievance Information Officer; Chief Negotiator; Chair, Economic Benefits Standing Committee; Chair, Academic Freedom and Oversight Standing Committee; and Chair, Health & Safety Standing Committee.
- 8.02 There may be a tenth officer appointed in accordance with Article 7.03, being the office of Past-President.
- 8.03 The Council may appoint up to three (3) additional Grievance Information Officers for a two (2) year term. Such person shall be selected from candidate(s) proposed by the Executive Committee. If more than one person is proposed, voting by the Council shall be by secret ballot.

### **Election of Vice-President**

- 8.04 The Vice-President of the Association shall be elected for a term of two (2) years by the members of the Association.
- 8.05 To be eligible for such office, a person must be:
- (a) a member and a Representative of the Association;
  - (b) nominated in accordance with a procedure established by a committee the Executive Committee; and
  - (c) a member of a College different from that of the President then in office.
- 8.06 In the event the Vice-President is unable or unwilling to complete his or her term of office or ceases to be qualified to hold the office, an election shall forthwith be called to elect a new Vice-President to hold office for the balance of the term.

### **Vice-President to Become President**

- 8.07 The Representative holding the office of Vice President shall, immediately following the end of their term, be appointed to the office of President for a term of two years.
- 8.08 A President must at all times be a Representative of the Association.
- 8.09 A description of the duties and responsibilities of the President shall be outlined in the Association's Policies Documentation.

### **Chairs of Certain Committees**

- 8.10 The Chair of the:

- (a) Economic Benefit Standing Committee;
- (b) Academic Freedom and Oversight Standing Committee; and
- (c) Health and Safety Standing Committee;

shall each be elected by the membership for a term of two (2) years and shall report to the Executive and Council.

- 8.11 In the temporary absence of a Chair elected under Article 8.10 a Chair *pro tem* shall be elected by and from the membership of the Committee.
- 8.12 Should any Chair be unable to complete the term of office, the Executive Committee may appoint a Representative to replace the Chair for the remainder of their term, which appointment must be approved by Council.

### **Election of Treasurer**

- 8.13 The Council shall annually elect from amongst themselves one (1) individual to hold the office of the Treasurer.
- 8.14 The Treasurer shall report to Executive and Council.

### **OCUFA Director**

- 8.15 The Council shall appoint one (1) member of the Association as a delegate to OCUFA for a two (2) year term, or until they cease to be a delegate to OCUFA, whichever is the earliest.
- 8.16 The OCUFA Director shall report to Executive and Council.

### **Chief Negotiator – Unit 1**

- 8.17 The Council shall appoint one (1) Chief Negotiator for a term commencing eighteen (18) months prior to the expiry of the current Collective Agreement and ending six (6) months following the ratification of the new Collective Agreement.
- 8.18 Such person shall be selected from candidate(s) proposed by the Executive Committee. If more than one person is proposed, then voting by the Council shall be by secret ballot. In the event that the successful candidate is not a Representative, then they shall become an ex-officio Representative upon the assumption of their office and for the term of their office.
- 8.19 The Chief Negotiator shall report to Executive and Council.

### **Chief Grievance Information Officer**

- 8.20 The Council shall appoint one (1) Chief Grievance Information Officer for a three (3) year term. Such person shall be selected by the Council from candidate(s)

proposed by the Executive Committee. If more than one person is proposed then voting by the Council shall be by secret ballot.

- 8.21 In the event that the successful candidate is not a Representative, then they shall be become an ex-officio Representative upon the assumption of their office and for the term of their office.
- 8.22 The Chief Grievance Information Officer shall report to Executive Committee and Council.

### **Election Process for Officers**

- 8.23 For those positions that are elected by the membership, elections shall be held by ballot.
- 8.24 A description of the duties and responsibilities of each officer shall be outlined in the Association's Policies Documentation.

### **Other Restriction on Officers**

- 8.25 No person shall hold a particular office for more than six (6) consecutive years. Furthermore, no person shall hold more than two (2) offices at the same time within any given year.

### **Removal of Officers**

- 8.26 Any officer may be removed by resolution passed by two-thirds (2/3) vote of Council at any time without notice where, in its judgment, the best interests of the Association would be served by such removal.

## **ARTICLE 9 - MEETING OF THE MEMBERS**

### **Annual Meeting of Members**

- 9.01 An annual general meeting of the members shall be held within Ontario not more than fifteen (15) months after the holding of the last preceding annual meeting, at a time, place and date determined by the Council normally on or as soon as practicable after May 1 of each year, for the purpose of:
- (a) hearing and receiving the reports and statements required by the Act to be read at and laid before the Association at an annual meeting;
  - (b) appointing the auditor and fixing or authorizing the Council to fix his or her remuneration;
  - (c) presenting the financial statements and the reports of the auditors before the meeting; and
  - (d) the transaction of any other business properly brought before the meeting without any notice thereof.

## **Meetings of Members**

- 9.02 Meetings of members may be held in person or by electronic means that permits participation in meetings by all eligible participants.
- 9.03 The Representatives may at any time call a general meeting of the members for the transaction of any business, the general nature of which is specified in the notice calling the meeting.
- 9.04 Additional meetings of members shall be called by the President on his or her initiative or on the written request of:
- (a) a majority of Representatives;
  - (b) a majority of the members of the Executive Committee; or
  - (c) the lesser of one-tenth or twenty (20) of the members of the Association.
- 9.05 A meeting called on request of Council, Executive Committee or members shall be held no later than ten (10) days from the date of receipt of the written request.
- 9.06 Notice of the time and place of every meeting of members shall be given to each member (and in the case of an annual general meeting, to the auditors of the Association) by sending the notice by electronic means, at least five (5) days before the date fixed for the holding of the meeting to the last email address of the member as shown on the books of the Association, provided that any meeting of members, may be held at any time and place without such notice if all the members of the Association are present thereat and any business may be transacted at such meeting which the Association at annual or general meetings may transact. No public notice or advertisement of members' meetings shall be required. A general meeting of Members may also be called by the members or otherwise as required under the Act.

## **Errors in Notice of Meetings of Members**

- 9.07 No error or accidental omission in giving notice of any meeting or any adjourned meeting of the members of the Association or the non-receipt of any notice by any member or by the auditor of the Association or any error in any notice, shall invalidate such meeting or make void any proceedings taken or had at such meeting, and any member or Representative may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

## **Adjournment**

- 9.08 Any meeting of members, the Executive Committee or of Council may be adjourned to any time and from time to time and any business may be transacted at any such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place, in all cases in



accordance with the requirements of the Act. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

### **Quorum**

9.09 A quorum for the transaction of business at any meeting of members shall consist of not less than 40 members of the Association.

### **Voting**

9.10 Each member and Representative shall be entitled to one vote on any question proposed for consideration at any meeting.

9.11 No member shall be eligible to vote at meetings of members unless all fees payable by them have been paid up in full.

9.12 At all meetings of members every question shall be decided by a majority of the votes of the members present in person or by proxy, unless otherwise required by the by-laws of the Association or by the Act. Every question shall be decided by a show of hands unless a ballot is demanded by any member. Unless a ballot is demanded, a declaration by the person chairing the meeting that a resolution has been carried or not carried and an entry to that effect in the minutes of the Association be conclusive evidence of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a ballot may be withdrawn, but if a ballot is demanded and not withdrawn, the question shall be decided by a majority of votes given and such a ballot shall be taken in such manner as the President shall direct and the result of such a ballot shall be deemed the decision of the Association in general meeting. In case of an equality of votes at any meeting whether upon a show of hands or at a ballot, the question shall be deemed to have not passed.

## **ARTICLE 10 - RATIFICATION AND STRIKE VOTES**

### **Voting**

10.01 Contract ratification and strike votes shall be conducted in accordance with the Ontario *Labour Relations Act* by secret ballot voting in which no voting by proxies shall be permitted. Such contract ratification votes may only take place following a General or Special General Meeting of members in which the matter has been discussed. Such contract ratification voting shall be open for a minimum of five (5) hours and only members of the bargaining unit shall be eligible to vote.

### **Discontinuation of Job Action**

10.02 Once the decision to impose a strike or other sanction against the Employer has been authorized, picket line or other job actions shall not be discontinued, except by decision of the Executive Committee.

## **ARTICLE 11 - DEFENCE FUND AND ARBITRATION FUND**

### **Defence Fund**

- 11.01 The Council shall establish and maintain a defence fund (“**Defence Fund**”) the purpose of which is to fund activities related to disputes with the University and strike actions.
- 11.02 The allocation of membership fees to the Defence Fund shall be recommended by the Council to the membership at each annual general meeting, which shall be voted upon by the membership.
- 11.03 Subject to this Article 11, the Council may transfer funds from any other fund to the Defence Fund from time to time without prior vote of membership.
- 11.04 The Defence Fund shall not exceed \$3,050,000, which amount shall be increased annually by the CANSIM Educational, Ontario
- 11.05 The Executive Committee or its delegate may authorize disbursements from the Defence Fund in any amount but in no event shall not authorize a disbursement or disbursements in the aggregate amount of more than \$2,025,000 (which amount shall be increased annually by the CANSIM Educational, Ontario without the prior resolution of the Executive Committee.
- 11.06 At its discretion, the Executive Committee may authorize the Treasurer to borrow a sum not greater than the total membership fees for the most recently completed fiscal year, if such funds be required to meet the Association’s obligations in strike defense to its own members, subject to pre-approval of such loan by the Council.
- 11.07 The Treasurer may pledge, assign or hypothecate any and all assets of the Association for the purpose of providing security for such borrowing.
- 11.08 Following a strike, the Association shall automatically implement an additional \$25.00 per pay period membership fee increase until the Defence fund has once again reached the mandated amounts set out in this Article.

### **Arbitration Fund**

- 11.09 The Council shall establish and maintain an arbitration fund (“**Arbitration Fund**”) the purpose of which is to fund individual and policy grievance disputes with the University, and to defray Associations costs in extraordinary circumstances.
- 11.10 The allocation of membership fees to the Arbitration Fund shall be recommended by the Council to the membership at each annual general meeting, which shall be voted upon by the membership.
- 11.11 Subject to this Article 11, the Council may transfer funds from any other fund to the Arbitration Fund from time to time without prior vote of membership.

- 11.12 The Arbitration Fund shall not exceed \$550,000.00 dollars (which amount shall be increased annually by the CANSIM Educational Ontario).
- 11.13 The Executive Committee or its delegate may pay the costs and expenses associated with any arbitration involving the Association or its members from the Arbitration Fund.
- 11.14 In extraordinary circumstances, the Treasurer may seek the approval of Executive Committee to allocate from the Arbitration Fund to cover costs of the Association.
- 11.15 In the event that the Executive Committee wishes to use the resources of the Arbitration Fund for any purpose other than as set out above, the Executive Committee shall seek approval of the Council.

## **ARTICLE 12 - EXECUTION OF DOCUMENTS, RECORDS**

### **Execution of Documents**

- 12.01 Documents requiring execution by the Association shall be signed by either the President or the Vice-President and by the Treasurer and all documents so signed shall be binding upon the Association without any further authorization or formality.
- 12.02 The Council may from time to time appoint by resolution any officer or officers or any person or persons either to sign documents generally or to sign specific documents on behalf of the Association.
- 12.03 The corporate seal of the Association shall, when required, be affixed to documents executed in accordance with the foregoing.

### **Cheques, Drafts, Notes, Etc.**

- 12.04 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by the officer or officers or person or persons and in the manner from time to time prescribed by the Council.
- 12.05 The Executive Committee may empower, at its discretion, the Treasurer to obtain corporate credit cards for the Association from the financial institution commonly used by the Association.
- 12.06 The Association may have up to five (5) corporate credit cards for daily operational use so long as the total aggregate credit limit of all cards does not exceed \$75,000.

## **ARTICLE 13 - INDEMNIFICATION OF REPRESENTATIVES AND OFFICERS**

- 13.01 Every Representative, officer and employee of the Association and their heirs, executors and administrators, respectively, 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 reasonably incurred that such Representative or officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her in or about the execution of the duties of their office; and
- (b) all other reasonable costs, charges and expenses they sustain or incur in or about or in relation to the affairs of the Association;

except such costs, charges or expenses as are occasioned by their own negligence or default, or failure to act honestly and in good faith with a view to the best interests of the Association.

13.02 To the extent permitted by the Act, no Representative, officer or employee of the Association shall be liable for the acts, receipts, neglects or defaults of any other Representative or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Association shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Association shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Association or for any other loss, damage or misfortune whatever that may happen in the execution of the duties of their respective office or in relation thereto unless the same shall happen by or through their failure to act honestly and in good faith with a view to the best interests of the Association and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer or employee of the Association shall be employed by or shall perform services for the Association otherwise than as a director or officer or employee, the fact of their being a director or officer or employee of the Association shall not disentitle such director or officer or employee, as the case may be, from receiving proper remuneration for such services as permitted by this by-law

#### **ARTICLE 14 - FISCAL YEAR**

14.01 The fiscal year of the Association shall commence on the 1<sup>st</sup> day of June and terminate on the 31<sup>st</sup> day of May in each year or on such other date as the Council may from time to time by resolution determine.

**ARTICLE 15 - PARLIAMENTARY AUTHORITY**

15.01 The rules contained in Bourinot's Rules of Order, Newly Revised, shall govern the order of all meetings in cases wherein they are not superseded by the by-laws or special rules of order.

**ARTICLE 16 - AMENDMENTS**

16.01 Amendments to the by-laws may be made by a motion passed by a majority of Representatives present at a duly constituted meeting of Council.

16.02 Such amendments shall be reported upon in the written minutes of such Council meeting. Amendments made at the Council meeting shall be reported to the first session of the next annual meeting of members.

16.03 Amendments to the by-laws, unless provided otherwise in the Act, shall remain in effect until the next annual or special meeting of the members of the Association.

16.04 Any amendment to the by-laws presented to the membership of the Association pursuant to section 16.01 may be confirmed, amended, rejected or otherwise dealt with by the members of the Association. If rejected, such amendment ceases to have effect from that time. Any new amendment of the same or like substance may be passed by the Council in accordance with section 16.01, provided however, such new amendment shall have no effect until confirmed at an annual or special meeting of the Association.

16.05 Each member shall be entitled to an up-to-date copy of the by-laws but failure of a member to receive a copy does not affect the applicability or enforceability of the By- laws to the member.

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The foregoing amended and re-stated By-law No. 1 as approved by the Council dated **[DATE]** and confirmed by the members of the Association at a general meeting of the members duly called for that purpose and at which quorum was present **[DATE]**.

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President

## **Association Policy on Executive Member Responsibilities (Resolution Adopted XXXX)**

### **Duties of the President**

The President shall, when present, preside at, and chair, all meetings of the members of the Association, Council and Executive Committee. The President shall supervise the affairs and develop policies of the Association. The President as well as the Treasurer or other officer appointed by the Council for the purpose shall sign all by-laws and membership certificates and have the other powers and duties from time to time prescribed by the Council or incident to his or her office.

### **Duties of the Vice-President**

During the absence or inability of the President to act, his or her duties and powers may be exercised by the Vice-President or in the absence or inability to act of the Vice-President, such other Representative as Council may from time to time appoint for the purpose. If the Vice-President, or such other Representatives as the Council may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability to act of the President shall be presumed with reference thereto. The Vice-President shall also perform the other duties from time to time prescribed by the Council or incident to his or her office, including but not limited to serving as an ex-officio member of all standing Committees and Chair of the Awards Committee.

### **Duties of the Past-President**

Duties of the Past-President is to provide advice and perform functions as requested by the President.

### **Duties of the Treasurer**

The Treasurer shall ensure that full and accurate accounts of all receipts and disbursements of the Association are kept in proper books of account and shall ensure that all monies or other valuable effects in the name and to the credit of the Association in such bank or banks or financial institutions as may from time to time be designated by the Council. The Treasurer shall disburse the funds of the Association under the direction of the Council, taking proper vouchers thereto and shall render to the Council at the regular meeting thereof or whenever required of their by Council, an account of all transactions as Treasurer and of the financial position of the Association. They shall also perform such other duties as may from time to time be determined by the Council or incident to their office.

The Executive Committee may empower, at its discretion, the Treasurer to borrow a sum not greater than the total membership fees for the most recently completed fiscal year, if such funds be required to meet the Association's obligations in strike defence to its own members, subject to pre-approval of such borrowing by Council. Further

the Treasurer may pledge, assign or hypothecate any and all assets of the Association for the purpose of providing security for such borrowing.

The Treasurer shall act as the Chair of the Investment Committee which shall meet twice per annum. In addition, they shall plan social and professional events of interest to the membership.

### **Duties of the Chief Negotiator – Unit 1**

The Chief Negotiator – Unit 1 shall be the spokesperson for the negotiating team in dealings with all aspects of negotiations. The Chief Negotiator – Unit 1 shall present the tentative or proposed agreement to the Executive Committee for their approval. The negotiating team shall negotiate the terms of renewal of the collective agreement, develop counter-proposals in the course of bargaining with the employer, report to the membership at the Executive Committee's request; seek and receive instructions from the Executive Committee regarding any significant modification to its mandate.

The negotiation team shall be approved by Executive Committee, on recommendation from the Chief Negotiator – Unit 1. The negotiation team should have the sole authority to represent the bargaining unit in negotiations with the employer and shall develop proposals based on the mandate supported by the Executive Committee and by members of the bargaining unit. The Executive Committee reserves the authority to remove the negotiation team or any of its members.

### **Duties of Chair, Health & Safety Standing Committee**

The Chair of Health and Safety shall be the appointed member to the Central Joint Health and Safety Committee (CJHSC) as well as chairing the Association's Health and Safety Committee. The Chair shall be responsible for reviewing proposed policies of the CJHSC and bringing them to the attention of the Executive Committee and Council.

### **Duties of Chair, Economic Benefit Standing Committee**

The Economic Benefit Chair (EBC) shall be responsible for ensuring that the Standing Committee on EBC meets at least once annually. The EBC Chair shall be responsible for ensuring that any issues which may have an impact on the collective agreement are transmitted to the Executive Officer and the Chief Negotiator.

### **Duties of Chair, Academic Freedom and Oversight Standing Committee**

The Chair shall be responsible for the administration of the Jay Newman Academic Freedom Award. The Chair may serve as a resource person to the Grievance Information Officer in instances where academic freedom may be involved. The Chair shall attend the annual CAUT Harry Crowe Foundation meeting. The Chair is attentive to matters related to salary, benefits and pensions and is responsible for ensuring that the Standing Committee on Academic Freedom meets at least once annually. The

Chair shall be responsible for ensuring that any issues which may have an impact on the collective agreement are transmitted to the Executive Officer and the Chief Negotiator.

**Standing Committees (Resolution Adopted XXXX)**

There shall be three (3) Standing Committees of the Council as follows:

- (a) Economic Benefits Standing Committee;
- (b) Academic Freedom and Oversight Standing Committee; and
- (c) Health and Safety Standing Committee.

The Chairs of these standing committees shall report to both Executive Committee and Council.

The Standing Committees shall consist of a Chair and ideally eight (8) other Members of the Association. These Committees shall have such duties and powers as may be assigned to them by Council.

The Chairs of the Standing Committees shall be elected by the Membership of this Association for a term of two (2) years and shall be eligible for re-election. In the temporary absence of the Chair of a Standing Committee, a Chair *pro tem* shall be elected by and from the membership of the Committee. Should the Chair of a Standing Committee be unable to complete the term of office, a by-election shall be held for the position of Chair of said Committee for the remainder of the term.

The members of each Standing Committee shall be appointed by Council from those nominated by the Chair of the respective committees. Ideally, there shall be one member from each constituency. Members of the Standing Committee shall serve for a one (1) year term and a member may be re-appointed for subsequent terms. Each Standing Committee may, at its discretion, admit alternate or additional members from the membership of the Association.



## **Association Policy on Chief Negotiator – Unit 2 (Resolution Adopted XXXX)**

The Chief Negotiator – Unit 2 shall be appointed by the UGFA Executive.

The Chief Negotiator – Unit 2 shall be the spokesperson for the negotiating team, in cooperation and agreement with an elected Unit 2 representative, in dealings with all aspects of negotiations. The Chief Negotiator- Unit 2 shall present the tentative or proposed agreement to the Executive Committee for their approval. The negotiating team shall negotiate the terms of renewal of the collective agreement, develop counter-proposals in the course of bargaining with the employer, report to the membership at the Executive Committee's request; seek and receive instructions from the Executive Committee regarding any significant modification to its mandate.

The negotiation team shall be approved by Executive Committee, on recommendation from the Chief Negotiator – Unit 2. The negotiation team should have the sole authority to represent the bargaining unit in negotiations with the employer and shall develop proposals based on the mandate supported by the Executive Committee and by members of the bargaining unit. The Executive Committee reserves the authority to remove the negotiation team or any of its members.

## **Policy on Mobile Phone and Parking Expenses (Resolution Adopted XXXX)**

This document outlines the policy for the provision of mobile phones devices and premium parking privileges, which may be provided by the Association in its discretion and accordance with this Policy.

It is recognized that the President, Vice-President and Grievance Information Officer must be available by mobile phone or iPad in order to best fulfill their duties. For this reason, the Association may provide these individuals with a mobile phone or iPad or other electronic device for use during their term of office. Any such devices provided shall remain the property of the Association. The approved mobile phone or iPad devices for the Association include Blackberry and iPhone/iPad. Normally, an iPad shall only be provided if the individual already possesses a mobile phone on which they can be contacted by the Association.

It is further recognized that the President, Vice-President and Grievance Information Officer are required to park in certain areas of the University during prime parking time in order to best fulfill their duties. For this reason, the Association may pay for the upgrade from a regular parking to premium parking for these individuals.

### **Policy on President's Discretionary Fund Resolution Adopted XXX**

It is recognized that the President must have the flexibility to commit Association funds at certain times in order to build the reputation of the Association. The Association shall therefore establish and make available a \$5,000 annual President's Discretionary Fund. These funds may be used subject to the following:

- (a) The commitment of any amount of money from the fund must be related to issues of importance to the Association.
- (b) Receipts are provided, where possible, for the expenditure or donation.
- (c) Donations must comply with the Association's donations policy.

**Policy on the Contract between the Association and the Executive Officer**  
**(Resolution Adopted XXXX)**

The Executive Officer is an employee of the Association.

The duties of the Executive Officer shall be documented in their job description. While the Executive Officer reports to the President for the daily functioning of the Association, their contract is held with the Executive Committee. As such, the Executive Committee is responsible for decisions regarding the offering of and, if necessary, termination of their employment.

## **Policy on Travel Expenses Policy (Resolution Adopted XXXX)**

All travel will be arranged thru the Association's office in the most economical way possible.

Individuals must submit receipts for expenses they wish to be reimbursed for. The exception to this will be the approved daily meal per diem as approved by Council. Legitimate expenses include travel, accommodation, and meals. The costs of alcohol will not be covered.

### **Air Travel:**

- (a) Economy class air travel, at the lowest possible fare, shall be used for flights less than 7 hours in length.
- (b) Economy business class travel, at the lowest possible fare, may be used for flight greater than 7 hours in length only with the approval of the President and Treasurer.

### **Train Travel:**

- (a) Economy train travel, at the lowest possible fare, shall be used for trips less than two hours in length.
- (b) Economy business class travel, at the lowest possible fare, may be used for trips greater than two hours in length.

### **Car Allowance:**

- (a) The Association will use the Canadian Automobile Association's per kilometer amount for reimbursement.
- (b) The per kilometer reimbursement amount cannot exceed the amount that an available and cheaper mode of transportation would have cost.

**Policy on Donations Policy (Resolution Adopted XXXX)**

The Association's monetary support for faculty unions and unions at the University of Guelph is discussed in the UGFA Policy for Monetary Support of Striking/Locked-Out Unions.

The UGFA does not make charitable donations.

## **Policy on UGFA Grievance and Arbitration Process (Resolution Adopted XXXX)**

Under the Ontario *Labour Relations Act*, the Association is the exclusive bargaining agent for all members of the bargaining unit and as such has the exclusive rights to bargain for, and administer, the collective agreement. Further, the collective agreement itself vests exclusive authority in the Association to proceed with a formal grievance under the collective agreement and grants the Association the sole right to refer a grievance to arbitration.

However, as a result of its status as the exclusive bargaining agent for its members, the Association is under a duty pursuant to section 74 of the Ontario *Labour Relations Act* not to act in a manner which is arbitrary, discriminatory or in bad faith in representing employees:

Section 74 provides:

A trade union or council of trade unions, so long as it continues to be entitled to represent employees in a bargaining unit, shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of the employees in the unit, whether or not members of the trade union or of any constituent union of the council of trade unions, as the case may be.

In light of its role as exclusive bargaining agent and consistent with its statutory duty of fair representation, the Association enacts the following policy and procedure respecting decisions of the Association as to whether to assume the carriage of a grievance to the formal Grievance Procedure under Article 40.4 of the collective agreement or, subsequently, as to whether to refer a matter to Arbitration pursuant to Article 40.17 of the collective agreement or, subsequently, to resolve or withdraw a grievance that has been referred to Arbitration:

- (a) Decisions as to whether to proceed with a grievance to the formal Grievance Procedure pursuant to Article 40.4 may be made, in the first instance, by the Grievance Information Officer. In the event that the Grievance Information Officer decides not to proceed with a formal grievance to the formal Grievance Procedure, the Grievance Information Officer shall give brief written reasons to the member advising him or her of the Grievance Information Officer's decision.
- (b) The individual member shall have the right to appeal that decision to the Executive Committee or to a Grievance Committee if the Executive Committee has appointed a Grievance Committee, but must file that appeal, and any supporting documentation, within fourteen days of having been notified of the Grievance Information Officer's decision.
- (c) Prior to making its decision on the member's appeal, the Executive Committee, or the Grievance Committee as the case may be, shall be

provided with the complete grievance file compiled by the Grievance Information Officer.

The member shall be provided with at least ten working days' notice of the date when the Executive Committee or Grievance Committee will be considering his or her appeal and the member may make further written submissions related to the grievance and why the Association should proceed to the formal Grievance Procedure. At the sole discretion of the Executive Committee or the Grievance Committee as the case may be, the member may be given an opportunity to make oral submissions to the Executive Committee or Grievance Committee.

- (d) If it decides not to grant the member's appeal, the Executive Committee or the Grievance Committee shall give brief written reasons to the member. In making its decision, the Executive or the Grievance Committee shall not be limited to a consideration of the reasons given by the Grievance Information Officer but may take into account any consideration that it may consider relevant.
- (e) A grievance shall be referred to arbitration pursuant to Article 40.17 only with the approval of the Executive Committee or the Grievance Committee. Prior to making its decision the Executive Committee or the Grievance Committee shall be provided with the complete grievance file compiled by the Grievance information officer.
- (f) If the grievance concerns an individual member, and the Executive Committee or the Grievance Committee decides not to process the grievance to arbitration, the Executive Committee or the Grievance Committee shall give the member brief written reasons advising him or her of their decision. The member shall have fourteen days to advise the Executive Committee that they are appealing that decision and to provide supporting documentation in support of the appeal.
- (g) The member shall be provided with at least seven working days' notice that the Executive Committee will be considering his or her appeal and may use that time to make further written submissions related to the grievance and why it should be referred to arbitration. At the sole discretion of the Executive Committee, the member may be given an opportunity to make oral submissions to the Executive Committee.
- (h) The Executive Committee or the Grievance Committee in deciding whether to proceed with a grievance to the formal Grievance Procedure or the Executive in deciding whether to refer a grievance to arbitration or the Executive Committee in deciding to withdraw a grievance from Arbitration or to resolve a grievance shall take into account all matters they consider relevant, including but not limited to the importance of the issue to the grievor, the likelihood of success with the grievance, any legal opinion

received by the Association, the effect of the grievance on other members of the bargaining unit and on the proper interpretation of the collective agreement, and the cost of the proceedings that might be involved. The Executive Committee or Grievance Committee in coming to a decision shall be entitled to seek the opinion of legal counsel and to obtain additional information from any individual who may be of assistance, in the discretion of the Executive Committee.

- (i) If the Executive Committee decides not to grant the member's appeal and confirms its decision not to proceed with a grievance to Arbitration, the Executive Committee shall give brief written reasons to the member.
- (j) If the Executive Committee decides to process a grievance to arbitration, the Executive Committee can nevertheless reconsider its decision at any time and decide to resolve the grievance or withdraw the grievance from the arbitration. Should the Executive Committee make such a decision, it shall only do so on the advice and recommendation of the Grievance Information Officer. In those circumstances, the procedure in paragraphs 6, 7, and 8 above shall be followed should the member not agree with the Executive's decision.
- (k) The decision of the Executive Committee or the Grievance Committee not to proceed with a grievance to the formal grievance procedure to arbitration or to withdraw a grievance or to resolve a grievance shall be final.



## **Policy on Conflict of Interest Policy (Resolution Adopted XXXX)**

The Association is the union representing individuals employed at the University of Guelph and admitted into the membership of the Association. Through democratic representation the Association strives to be a strong voice for our members in all aspects of academic and professional life.

We are sole bargaining agent for members in defining the terms and conditions of employment, including member rights and responsibilities. We are committed to fostering the professional development of our members at all stages of their careers. We promote scholarly discourse and collegial relationships both within the association and between the association and other university groups. We uphold academic freedom. We are committed to the education and betterment of the university and community.

The purpose of this policy is to clarify the dual responsibility Executive Committee and Council members have to their respective departments/colleges, to the membership at large and to the Association. On the one hand, Executive Committee and Council members are elected because of their experience and the respect in which their expertise is held by the Association membership. The representative nature of the Executive Committee and Council members enhances the acceptability of Executive Committee and Council decisions. It promotes wide ranging discussion and ensures the Association is responsive to the needs of all individuals employed at the University of Guelph and admitted into the membership of the Association. Each Executive and Council member understands the general, broad interests of the Executive Committee and Council position held and the constituency/portfolio they represent. It is also intended that each Executive Committee and Council member will bring an understanding of the general, broad interests of all Association members with the exercise of Executive Committee decisions.

### **Conflict of Interest:**

Where their role as an active member of the Executive Committee or Council puts a member in a position of conflict with the interests of the Executive Committee or Council or someone in the Association membership, the Executive Committee or Council member must act quickly to resolve that conflict.

Conflict of interest situations arise in a number of ways. Below are some obvious examples of situations which Executive Committee and/or Council members must avoid:

- (a) Executive Committee and Council members must not be involved in a file or in making a decision where a familial, close friendship or business interest impairs or appears to impair the member's ability to act impartially in the faculty, librarian or veterinarian's interests. In the event that a discussion should arise around a personal issue, the member shall recuse

themselves unless they have sought permission to speak ahead of time. This ensures that members of Executive and Council shall have the same access to Executive and Council as any other member.

- (b) Executive Committee members must not be involved in a decision or grievance involving a colleague from their department.
- (c) The President, Vice-President, Chief Grievance Officer and Junior Grievance Officer must not sit on the Departmental or the College Promotion and Tenure Committee or on the Appeals Committee.
- (d) Executive Committee and Council members may express their personal views on a labour relation matter. However, they should be sensitive to the fact that the expression of opinion by an Executive Committee/Council member in a manner which appears to represent a closed mind on a subject may give rise to an apprehension of bias.
- (e) Executive Committee and Council members must not compromise or undermine the trust which the members of the Association place in the Association by disclosing confidential information or in camera-discussions.

## **Policy on Monetary Support of Striking/Locked-Out Unions – (Resolution Adopted XXXX)**

### **Monetary Support for Striking/Locked-Out Faculty Associations**

The Association recognizes the importance of supporting other faculty unions during times of strike and/or lock-out as a gesture of solidarity. In addition, the Association also recognizes that that our union is likely to have negotiation issues in common with other associations in Ontario and across Canada and that the success in negotiations of those associations within Ontario affect the bargaining power of our union. Based on this premise, the level of monetary support will differ between faculty associations in Ontario and faculty associations outside of Ontario.

1. The Association does not provide monetary support to striking/locked-out faculty unions outside of Canada.
2. An annual budget line shall be created titled “contributions to other faculty unions.” The annual donation amount is not to exceed the approved budget without approval by the general membership.
3. The donation maximums set out below cannot be exceeded unless a recommendation to do so is approved first by Executive and then by Council. This is only permitted in extreme circumstances.
4. For striking/locked-out faculty associations within Ontario:
  - 4.1. On approval of the President or designate, the Association will donate, to a striking/locked-out faculty union, \$750 per week to those associations with 500 members or less and \$1,500 per week to those associations with greater than 501 members, to a maximum of three weeks. This amount allows for immediate support action by the Association.
  - 4.2. If monetary support past the three-week time frame is required, the Executive Committee must seek the Association Council’s approval by way of a tabled motion. Council may approve up to an additional \$6,000 of support.
5. For striking/locked-out faculty associations outside of Ontario:
  - 5.1. On approval of the President or designation, the Association will donate, to a striking/locked-out faculty association, \$500 per week to those associations with 500 members or less and \$1000 per week to those associations with greater than 501 members, to a maximum of five weeks. This amount allows for immediate support action by the Association.

- 5.2. If monetary support past the five-week time frame is required, the Executive Committee must seek the Association Council's approval by way of a tabled motion. Council may approve up to an additional \$4,000 of support.

### **Monetary Support for Striking/Locked-Out Employee Unions or Associations at the University of Guelph**

The Association recognizes the need for strong solidarity with other unions at the University of Guelph. Issues dealt with by these unions directly impact the Association. Therefore, the Association recognizes the importance and necessary urgency of supporting unions at the University of Guelph during times of a strike and/or lock-out.

1. Donations are only available to employee unions at the University of Guelph.
2. The donation maximums set out below cannot be exceeded unless a recommendation to do so is approved first by the Executive Committee and then by Council. This is only permitted in extreme circumstances.
3. On approval of the Executive Committee, the Association may donate, to a striking/locked-out union at the University of Guelph, up to \$10 per member of the striking/lockout union, up to a maximum of \$5,000 per week for a maximum of two weeks. This amount allows for immediate support action by the Association. For example, (i) if a striking/locked-out union has 100 members, the donation amount would be \$1,000, (ii) if a striking/locked-out union has 1,000 members, the donation would be the maximum \$5,000.
4. If monetary support past the two-week time frame is required, then Executive Committee must seek the Council's approval by way of a tabled motion. Council may approve additional support.

## **Policy on Investments (Resolution Adopted XXXX)**

### Investment Mandate

The assets of the Association shall be invested in Canadian federal and provincial governments and government agency bills and bonds with the intention of maintaining liquidity and security of principle and interest. Normally, the assets of the Association shall be invested with an equal percentage maturing in one (1), two (2), three (3), four (4), and five (5) year intervals. When the opportunity for increased return presents itself, securities with maturities of six to ten years may be purchased so long as the total cost of the investment purchases does not exceed 10% of the fund for any one year's maturity.

### Investment Committee

There shall be a committee of the Council, consisting of the Treasurer (ex-officio) and at least three (3) Representatives from Council and no more than four (4) appointed, which shall be known as the Investment Committee and which shall be elected by the Council.

The Investment Committee shall make recommendations for the investment of the monies of the Association, monitor the investment performance of the Fund, advise the Council on such financial matters, and exercise such other powers as authorized by the Council from time to time. Members of the Investment Committee shall receive no release time. Any Investment Committee member may be removed by a majority vote of Council.