

UNIVERSITY OF GUELPH FACULTY ASSOCIATION
CONSTITUTION DOCUMENT

Table of Contents

	Page
ARTICLE 1 - <u>INTERPRETATION</u>	3
ARTICLE 2 - <u>HEAD OFFICE</u>	4
ARTICLE 3 - <u>PURPOSE</u>	4
ARTICLE 4 - <u>SEAL</u>	4
ARTICLE 5 - <u>MEMBERS</u>	4
ARTICLE 6 - <u>COUNCIL</u>	6
ARTICLE 7 - <u>EXECUTIVE COMMITTEE</u>	10
ARTICLE 8 - <u>OFFICERS</u>	13
ARTICLE 9 - <u>APPOINTMENT OF ADDITIONAL GRIEVANCE INFORMATION OFFICERS</u>	16
ARTICLE 10 - <u>COMMITTEES AND COMMITTEE FUNCTIONS</u>	16
ARTICLE 11 - <u>RESTRICTIONS AND REMOVAL OF OFFICERS</u>	17
ARTICLE 12 - <u>MEETING OF THE MEMBERSHIP</u>	17
ARTICLE 13 - <u>RATIFICATION AND STRIKE VOTES</u>	19
ARTICLE 14 - <u>DEFENCE FUND AND ARBITRATION FUND</u>	20
ARTICLE 15 - <u>CONFLICT OF INTEREST</u>	21
ARTICLE 16 - <u>PROXIES</u>	21
ARTICLE 17 - <u>EXECUTION OF DOCUMENTS</u>	21
ARTICLE 18 - <u>BOOKS AND RECORDS</u>	22
ARTICLE 20 - <u>INDEMNIFICATION OF REPRESENTATIVES AND OFFICERS</u>	22
ARTICLE 21 - <u>FISCAL YEAR</u>	23
ARTICLE 22 - <u>PARLIAMENTARY AUTHORITY</u>	23

ARTICLE 23 - AMENDMENTS 23

BY-LAW NUMBER ONE

A by-law relating generally to the transaction of the affairs of
UNIVERSITY OF GUELPH FACULTY ASSOCIATION INC.
(hereinafter called the "Association")

BE IT ENACTED as a by-law of the Association as follows:

ARTICLE 1 - INTERPRETATION

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

"Act" means the Corporations Act, R.S.O. 1990, Chapter C. 38, and any statute that may be substituted therefore, as from time to time amended;

"Colleges" means the College of Arts, College of Biological Science, College of Management and Economics, College of Physical and Engineering Science, College of Social and Applied Human Sciences, Ontario Agricultural College, Ontario Veterinary College, the Library, the Animal Health Laboratory, the Health Sciences Centre of the University, and colleges as satellite campuses ("Satellite Campuses");

"Council" means the board of directors of the Association as described in the Act;

"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;

"Letters Patent" means the letters patent incorporating the Association, as from time to time amended and supplemented by supplementary letters patent;

"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;

"University" means the University of Guelph;

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.

- 1.02 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 Board 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 regulations 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

5.01 Active Members

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 classification of instructor, lecturer, assistant professor, associate professor or professor, or as a professional librarian or research scientist, or veterinarian, provided they have been granted a university degree. Additional persons not falling within this definition are eligible for membership in the Association if they meet the other criteria for membership and have been approved for membership by not less than 2/3 of the Council present and voting on the issue;
 - (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.

5.02 **Retired Members**

There shall be no retired members.

5.03 **Transfer and Termination of Membership**

The interest of a member in the Association is not transferable and lapses and ceases to exist upon his death or when he ceases to be a member by resignation or otherwise ceases to be employed by the University of Guelph.

5.04 **Resignation of Membership**

Any member may resign his/her 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.

5.05 **Membership Fees**

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

5.06 **Groups of Members by College**

The members of the Association shall be divided into groups based on the Colleges within which the members are employed. Each such membership group shall be comprised of the members employed in each such College. A person may not be a member of more than one such membership group. 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 he or she wishes to be a member no later than January 31st of each year. In

the event of a dispute as to which is the appropriate membership group for a member, the matter shall be decided by the Nominations Committee.

ARTICLE 6 - COUNCIL

6.01 Role of Council

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 36 Representatives.

6.02 Composition of Representatives to Council

- (a) Four (4) Representatives elected by the members of each College-based membership group, excluding the members of the Library, Animal Health Laboratory and Health Sciences Centre membership groups;
- (b) Two (2) Representatives elected by the Library membership groups;
- (c) One (1) Representative elected by the Animal Health Laboratory membership group;
- (d) One (1) Representative elected by the Health Sciences Centre (OVC HSC) membership group;
- (e) Two (2) Representatives elected by the Satellite Campuses membership group;
- (f) The Chief Negotiator, if not otherwise an elected Representative under 6.02(a), (b), (c) or (d); and
- (g) The Chief Grievance Information Officer, if not otherwise an elected Representative under 6.02(a), (b), (c) or (d).

Any increase or decrease in the number of Representatives shall be approved by special resolution of the Representatives and members of the Association, but the Association shall not reduce the number of Representatives to less than three (3).

6.03 Qualifications

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

- (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 he or she intends 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.

If a Representative ceases to meet these qualifications, he/she thereupon ceases to be a Representative.

6.04 **Election of Representatives to Council**

- (a) At an annual general meeting of the members, the members of the Health Sciences Centre membership group and the Animal Health Laboratory membership group shall each elect one (1) Representative from amongst the members of their respective membership groups, the members of the Library membership group and the Satellite Campuses membership group shall elect two (2) Representatives from amongst the members of their membership group, and the members of the remaining College-based membership groups shall each elect four (4) Representatives from amongst the members of their respective membership groups.
- (b) The elected Representatives shall be the persons who receive the largest number of votes cast by ballot within each membership group.
- (c) Each Representative shall be elected for a two (2) year term which shall commence June 1 of the year of their election.
- (d) In the event of death, resignation, or ineligibility or removal of a Representative, the successor Representative shall be the person who received the second largest number of votes cast by the members of the membership group that elected the Representative being replaced. If there were no other candidates, the members of the membership group that elected the Representative shall hold an election to replace that Representative for the remainder of his term.
- (e) Elections shall be held by secret ballot.

6.05 **Vacancies**

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. 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.

6.06 **Removal of Representatives**

The Membership may, by resolution passed by at least two-thirds of the votes cast at a meeting of Members of which notice specifying the intention to pass such resolution has been given, remove any Representative before the expiration of his/her term of office.

6.07 **Resignation of Representatives**

A Representative may resign his/her office by notice in writing delivered to the Secretary of the Association, and such resignation shall become effective on the later of the date of receipt thereof and such date of resignation specified in such notice.

6.08 **Quorum of Meetings of Council**

- (a) A quorum for a meeting of the Council shall be two-fifths (2/5) of the Representatives.
- (b) 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.
- (c) Notice of such meetings shall be delivered, e-mailed, telephoned, or sent by fax transmission to each Representative not less than seven (7) days before the meeting is to take place or shall be mailed to each Representative not less than ten (10) days before the meeting is to take place to the last address of each Representative recorded in the books of the Association. The statutory declaration of the Treasurer/Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. 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. 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.
- (d) 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.

- (e) The Representatives may consider or transact any business, either special or general, at any meeting of the Council.
- (f) The Representatives may meet by teleconference provided that either a majority of the Representatives consent to meeting by teleconference or meetings by teleconference have been approved by resolution passed by Council at a meeting of Council.
- (g) The Representatives may meet by other electronic means that permit each Council member to communicate adequately with each other, provided that:
 - (a) the Representatives have passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled, the procedure for establishing quorum and recording votes;
 - (b) each Representatives has equal access to the specific means of communication to be used; and
 - (c) each Representative has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.

6.09 **Errors in Notice of Meetings of the Council**

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.

6.10 **Voting**

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. Voting by proxy shall not be permitted at a Council meeting.

6.11 **Written Resolutions**

A resolution or minutes in writing signed 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.

6.12 Powers

The Representatives of the Association 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.

Without in any way derogating from the foregoing, the Representatives are 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

7.01 Composition of Executive Committee

There shall be an Executive Committee of the Association.

7.02 Officers of the Executive Committee

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

- (a) President
- (b) Vice President
- (c) Treasurer/Secretary
- (d) O.C.U.F.A. Director
- (e) Chief Grievance Information Officer
- (f) Chief Negotiator
- (g) Chair, Pension and Benefits Standing Committee
- (h) Chair, Salary Standing Committee

- (i) Chair, Academic Freedom and Oversight Committee
- (j) Chair, Health & Safety Standing Committee

Following a two-thirds (2/3) majority vote, the Executive Committee may also appoint the outgoing President to the Office of Past-President and to be a member of the Executive Committee. The Executive Committee may also recommend to the Board that up to two (2) Members-at-Large be appointed to the Executive Committee.

7.03 **Eligibility of Membership on Executive Committee**

A member of the Executive Committee may continue as such only as long as he or she is a Representative and when no longer a Representative shall automatically cease being a member of the Executive Committee.

7.04 **Delegation of Power**

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.

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

- (a) 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.
- (b) The President or delegate in his her absence, is the Chair of the meetings of the Executive Committee and shall not vote except to break a tie.
- (c) A quorum for a meeting of the Executive Committee shall not be less than a majority of the members of the Executive Committee. Voting by proxy is not permitted at Executive Committee meetings.
- (d) Notices for meetings of the Executive Committee shall be delivered, e-mailed, telephoned or sent by telefax transmission 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 statutory declaration of the Treasurer/Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice.

- (e) 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/Secretary 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.
- (f) 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.
- (g) The Executive Committee may meet by teleconference provided that either a majority of the members consent to meeting by teleconference or meetings by teleconference have been approved by resolution passed by the Executive Committee at a meeting of the Executive Committee.
- (h) The Executive Committee may meet by other electronic means that permit each Executive Committee member to communicate adequately with each other, provided that:
 - (a) the members of the Executive Committee have passed a resolution addressing the mechanics of holding such a meeting and dealing specifically with how security issues should be handled, the procedure for establishing quorum and recording votes;
 - (b) each member of the Executive Committee has equal access to the specific means of communication to be used; and
 - (c) each member of the Executive Committee has consented in advance to meeting by electronic means using the specific means of communication proposed for the meeting.
- (i)

7.06 **Electronic Voting**

- (a) In urgent matters, where the Executive Committee must vote on an issue outside of a meeting of the Executive Committee, the President or Vice-President, along with the Treasurer/Secretary may authorize a secure electronic vote provided that the outcome of the vote is recorded in a manner similar to that of a vote held during a regular meeting.
- (b) Electronic voting may only take place when there is not a reasonable amount of time to assemble an emergency meeting of the Executive Committee.

- (c) The Treasurer/Secretary shall report on the necessity and outcome of the vote at the next regularly scheduled meeting of Executive Committee.

ARTICLE 8 - OFFICERS

8.01 Election of Vice-President by Members

- (a) The Vice-President of the Association shall be elected for a term of two (2) years by the members of the Association. To be eligible for such office, a person must be:
 - (i) a member and a Representative of the Association;
 - (ii) nominated in accordance with a procedure established by the Nominating Committee; and
 - (iii) a member of a College different from that of the President then in office.
- (b) 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.

8.02 Vice-President to Become President

The Representative holding the office of Vice President shall, immediately following the end of his/her term, be appointed at a general meeting of the members duly called for that purpose, to the office of President for a term of two years. It shall be a qualification of the office of the President that the person holding it be a Representative of the Association.

8.03 Chair, Pension and Benefits Standing Committee

A description of the duties and responsibilities of the Chair, Pension and Benefits Standing Committee shall be outlined in the Association's Policies Documentation.

The Chair, Pension and Benefits shall be elected by the membership of the Association for a term of two (2) years.

The Chair, Pension and Benefits shall report to Executive and Council. In the temporary absence of the Chair, a Chair pro tem shall be elected by and from the membership of the Committee. Should the Chair be unable to complete the term of office, a by-election shall be held for the position for the remainder of the term.

8.04 **Chair, Salary Standing Committee**

A description of the duties and responsibilities of the Chair, Salary Standing Committee shall be outlined in the Association's Policies Documentation.

The Chair, Salary shall be elected by the membership of the Association for a term of two (2) years.

The Chair, Salary shall report to Executive and Council.

In the temporary absence of the Chair, a Chair pro tem shall be elected by and from the membership of the Committee. Should the Chair be unable to complete the term of office, a by-election shall be held for the position for the remainder of the term.

8.05 **Chair, Academic Freedom and Oversight Standing Committee**

A description of the duties and responsibilities of the Chair of the Academic Freedom and Oversight Standing Committee shall be outlined in the Association's Policies Documentation.

The Chair of Academic Freedom and Oversight shall be elected by the membership of the Association for a term of two (2) years.

The Chair, Academic Freedom and Oversight shall report to Executive and Council.

In the temporary absence of the Chair, a Chair pro tem shall be elected by and from the membership of the Committee. Should the Chair be unable to complete the term of office, a by-election shall be held for the position for the remainder of the term.

8.06 **Chair, Health and Safety Standing Committee**

A description of the duties and responsibilities of the Chair, Health and Safety Standing Committee shall be outlined in the Association's Policies Documentation.

The Chair of Health and Safety shall be elected by the membership of the Association for a term of two (2) years.

The Chair, Health and Safety shall report to Executive and Council.

In the temporary absence of the Chair, a Chair pro tem shall be elected by and from the membership of the Committee. Should the Chair be unable to complete the term of office, a by-election shall be held for the position for the

remainder of the term.

8.07 **Election of Treasurer/Secretary**

A description of the duties and responsibilities of the Treasurer/Secretary shall be outlined in the Association's Policies Documentation.

The Council shall annually elect from amongst themselves one (1) individual to hold the office of the Treasurer/Secretary.

The Treasurer/Secretary shall report to Executive and Council.

8.08 **OCUFA Director**

A description of the duties and responsibilities of OCUFA director shall be outlined in the Association's Policies Documentation.

The Council shall appoint one (1) member of the Association as a delegate to the Ontario Council of University Faculty Associations (O.C.U.F.A.), hereafter referred to as the OCUFA director. The OCUFA director shall be appointed for a two (2) year term, or until he or she ceases to be a delegate to O.C.U.F.A., whichever is the earliest.

8.09 The OCUFA Director shall report to Executive and Council.

8.10 **Chief Negotiator**

A description of the duties and responsibilities of the Chief Negotiator shall be outlined in the Association's Policies Documentation.

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.

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.

The Chief Negotiator shall report to Executive and Council.

8.11 **Chief Grievance Information Officer**

A description of the duties and responsibilities of the Chief Grievance Officer shall be outlined in the Association's Policies Documentation. The Chief

Grievance Information Officer shall ensure that the President, Vice-President, Grievance Information Officer (when applicable) and Executive Officer are kept apprised of the status of grievance cases.

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.

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.

The Chief Grievance Information Officer shall report to Executive Committee and Council.

8.12 **Members-at-Large**

At the request of the Executive Committee, the Council may annually elect from amongst themselves up to two (2) members-at-large to be members of the Executive Committee for a one year term each. If more than one person is proposed then voting by the Council shall be by secret ballot.

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.

8.13 **Election Process for Those Elected by the Membership**

For those positions that are elected by the membership, elections shall be held by secret ballot.

ARTICLE 9 - APPOINTMENT OF ADDITIONAL GRIEVANCE INFORMATION OFFICERS

9.01 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.

ARTICLE 10 - COMMITTEES AND COMMITTEE FUNCTIONS

10.01 The Executive Committee may create standing and ad hoc sub-committees, and define the composition and terms of reference of such committees.

10.02 The terms of reference of each committee shall be documented in the Association's Policies Documentation.

10.03 The membership of each such committee shall be subject to ratification by Council.

10.04 The Executive Committee may appoint members of the Association to sit on various bodies which have designated representation from the Association.

ARTICLE 11 - RESTRICTIONS AND REMOVAL OF OFFICERS

11.01 Other Restriction on Officers

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.

11.02 Removal of Officers

Any officer may be removed by resolution passed by two-thirds (2/3) of the Representatives of Council whenever in their judgment the best interests of the Association would be served by such removal.

ARTICLE 12 - MEETING OF THE MEMBERSHIP

12.01 Annual Meeting of Members

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 15 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) bringing 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.

12.02 Calling of Meetings of Members

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.

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.

A meeting called on request of Council, Executive Committee or members shall be held no later than twenty-one (21) days from the date of receipt of the written request.

12.03 **Meetings of Members**

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 e-mail, facsimile or telephone, at least ten (10) days before the date fixed for the holding of the meeting to the last email address or facsimile or telephone number 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 as provided in the Act.

12.04 **Errors in Notice of Meetings of Members**

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.

12.05 **Adjournment**

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. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

12.06 **Quorum For Meetings**

- (a) A quorum for the transaction of business at any meeting of members shall consist of not less than forty (40) members of the Association, whether present in person or by proxy.
- (b) A quorum for the transaction of business at any meeting of the Executive Committee shall be seven (7) Members of the Executive Committee present and voting in person.
- (c) A quorum for the transaction of business at a meeting of Council shall be two-fifths (2/5) of Representatives.

12.07 **Voting at Meetings of Members**

- (a) Each member of the Association (or Representative) shall be entitled to one vote on any question proposed for consideration at any meeting. No member shall be entitled to vote at meetings of members unless all fees payable by him or her have been paid.
- (b) 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 (by-law 15), 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 lost.

ARTICLE 13 - RATIFICATION AND STRIKE VOTES

13.01 **Votes**

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.

13.02 **Discontinuation of Job Action**

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 14 - DEFENCE FUND AND ARBITRATION FUND

14.01 Defence Fund

- (a) A certain percentage of membership fees shall be transferred from the operating fund into the Association Defence Fund until there is a balance of Two Million Dollars (\$2,000,000.00). This Fund will provide defense for Association members in the event of a strike or other dispute. The percentage amount to be transferred shall be voted on at each general meeting.
- (b) At its discretion, the Executive Committee may empower the Treasurer/Secretary 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. Further, the Treasurer/Secretary may pledge, assign or hypothecate any and all assets of the Association for the purpose of providing security for such borrowing.
- (c) Following a strike, the Association shall automatically implement an additional \$10.00 per pay period membership fee increase until the Defence fund has once again reached the mandated Two Million Dollars (\$2,000,000.00) indexed annually by the Average Wage Increase in Ontario, beginning June 1, 2019.

14.02 Arbitration Fund

- (a) A certain percentage of the annual membership fees shall be transferred from the operating fund into the Association Arbitration fund until there is a balance of five hundred thousand (\$500,000.00) dollars. The percentage amount to be transferred shall be voted on at each general meeting.
- (b) Any arbitration that the Association is involved in may be paid for from this fund. In extraordinary circumstances, the Treasurer/Secretary shall seek the approval of Executive Committee to make charges against the arbitration fund to cover normal costs of business that are usually paid for from the operating funds.
- (c) 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.

- (d) The value of the defence fund shall be increased by the Average Wage Increase in Ontario annually. The indexing shall begin June 1, 2019.

ARTICLE 15 - CONFLICT OF INTEREST

- 15.01 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 his or her interest in such contract or transaction at a meeting of the Council in accordance with the provisions of the Act.
- 15.02 A Representative shall not vote or use personal influence on any matter requiring disclosure pursuant to Article 15.01 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.

ARTICLE 16 - PROXIES

- 16.01 Every member entitled to vote at a meeting of members may, by means of a proxy, appoint a person, who need not be a member, as the member's nominee to attend and act at the meeting in the manner, to the extent and with the power confirmed by the proxy. The Council may by resolution fix a time not exceeding forty-eight (48) hours, excluding Sundays and holidays, preceding any meeting or adjourned meeting of members before which time proxies to be used at that meeting must be deposited with the Association, and any period so fixed shall be specified in the notice calling the meeting.

ARTICLE 17 - EXECUTION OF DOCUMENTS

17.01 Execution of Documents

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

17.02 Cheques, Drafts, Notes, Etc.

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.

ARTICLE 18 - BOOKS AND RECORDS

18.01 The Treasurer/Secretary shall ensure that all necessary books and records of the Association required by the by-laws of the Association or by any applicable statute are regularly and properly kept.

18.02 The Executive Committee may empower, at its discretion, the Treasurer/Secretary to obtain corporate credit cards for the Association from the financial institution commonly used by the Association. The Association may have up to four (4) corporate credit cards for daily operational use so long as the total credit limit does not exceed Twenty-Five Thousand Dollars (\$25,000.00).

ARTICLE 19 - REMUNERATION

19.01 Except as otherwise expressly permitted pursuant to Article 19.02, 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.

19.02 Notwithstanding the general non-remuneration provisions of Article 19.01, Representatives and officers of the Association shall be permitted 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 20 - INDEMNIFICATION OF REPRESENTATIVES AND OFFICERS

20.01 Every Representative and officer of the Association and his or her 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 whatsoever that such Representative or officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her 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 his or her office; and

- (b) all other reasonable costs, charges and expenses he or she sustains or incurs in or about or in relation to the affairs of the Association;

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

ARTICLE 21 - FISCAL YEAR

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

ARTICLE 22 - PARLIAMENTARY AUTHORITY

22.01 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 23 - AMENDMENTS

23.01 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.

23.02 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.

23.03 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.

23.04 Any amendment to the by-laws presented to the membership of the Association pursuant to section 23.02 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 23.01, provided however, such new amendment shall have no effect until confirmed at an annual or special meeting of the Association.

23.05 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.

ENACTED as By-law No. 1 by the Representatives of the Association at a meeting duly called and regularly held and at which a quorum was present on _____ day of _____, 2013.

President

Secretary

The foregoing By-law No. 1 as enacted by the Representatives of the Association was confirmed by the members of the Association at a general meeting of the members duly called for that purpose and at which a quorum was present on the 4th day of February 2015.

The foregoing By-law No. 1 as enacted by the Representatives of the Association was confirmed by the members of the Association at a general meeting of the members duly called for that purpose and at which a quorum was present May 2018.

The foregoing By-law No. 1 as enacted by the Representatives of the Association was confirmed by the members of the Association at a general meeting of the members duly called for that purpose and at which a quorum was present May 2019.

President

Secretary

Policy on Executive Member Responsibilities

1. 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/Secretary 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.

2. 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.

3. **Duties of the Treasurer/Secretary**

The Treasurer/Secretary shall act as the clerk of Council. He or she shall attend all meetings of the Council and of the members of the Association and ensure all facts and minutes of all proceeding in the books are kept for that purpose. The Treasurer/Secretary shall ensure the safekeeping of the seal of the Association and of all books, papers, records, correspondence, contracts, documents and credit cards belonging to the Association. The Treasurer/Secretary shall ensure that all required notices are given to members and to Representatives and shall perform such other duties as may from time to time be determined by Council.

The Treasurer/Secretary 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 and Secretary 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 him/her by Council, an account of all transactions as Treasurer/Secretary and of the financial position of the Association. She/he shall also perform such other duties as may from time to time be determined by the Council or incident to his or her office.

The Executive Committee may empower, at its discretion, the Treasurer/Secretary 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/Secretary may pledge, assign or hypothecate any and all assets of the Association for the purpose of providing security for such borrowing.

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

4. **Duties of the Chief Negotiator**

The Chief Negotiator shall be the spokesperson for the negotiating team in dealings with all aspects of negotiations. The Chief Negotiator 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. 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.

5. **Duties of Health & Safety Chair**

The Chair of Health & Safety shall be the appointed member to the Central Joint Health & Safety Committee (CJHSC) as well as chairing the Association's Health & 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.

6. **Duties of Pension & Benefits Chair**

The Chair of Pension & Benefits Committee (PBC) shall be a member of the collective bargaining committee and an ad hoc member of the Salary Committee. The PBC Chair shall serve as the Association representative on the Board of Governors Pension Committee. In addition, the PBC Chair is responsible for ensuring that the Standing Committee on Pension & Benefits meets at least once annually. The Pension & Benefits 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.

7. **Duties of Salary Chair**

The Chair of Salary Committee shall be a member of the collective bargaining committee and an ad hoc member of the PBC. If the Chair of PBC is unable to serve as the Association's representative on the Board of Governors Pension Committee, then the Salary Chair shall serve in the interim. In addition, the Salary Chair is responsible for ensuring that the Standing Committee on Salary meets at least once annually. The Salary 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.

8. **Duties of Academic Freedom Officer**

The Academic Freedom Officer (AFO) shall be responsible for the administration of the Jay Newman Academic Freedom Award. The AFO may serve as a resource person to the Grievance Information Officer in instances where academic freedom may be involved. The AFO shall attend the annual CAUT Harry Crowe Foundation meeting. In addition, the AFO is responsible for ensuring that the Standing Committee on Academic Freedom meets at least once annually. The AFO 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.

9. **Standing Committees**

9.01 There shall be Four (4) Standing Committees of the Council as follows:

- (a) Salary;
- (b) Pension & Benefits;
- (c) Academic Freedom; and
- (d) Health and Safety

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.

9.02 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.

9.03 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.

Policy on Mobile Phone and Parking Expenses - NEW

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 he/she 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 - NEW

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 \$2,500 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

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

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 10 hours in length.
- (b) Economy business class travel, at the lowest possible fare, may be used for flight greater than 10 hours in length only with the approval of the President and Treasurer/Secretary.

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 – approved 2019

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 – Approved in 2011

Under the Labour Relations Act, 1995, 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 Labour Relations Act, 1995 not to act in a manner which is arbitrary, discriminatory or in bad faith in representing employees:

S. 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. 1995, c. 1, Sched. A, s. 74.

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 he or she is 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 – approved in November 2010 amended in Mar 2012

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 he or she represents. 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, Senior 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 – approved November 2008

I. 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.

II. 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.

NOVEMBER 2008

Policy on Investments

Investment Mandate

1. 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

2. There shall be a committee of the Council, consisting of the Treasurer/Secretary of the Corporation (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.

Policies updated March 2015 with deletion of Alcohol policy

F:\90-1275\00504868.DOCX