

The MRFA is a Proud Community of Dynamic and Progressive Professionals

THE BYLAWS

OF THE

The MRFA is a Proud Community of Dynamic and Progressive Professionals

MOUNT ROYAL

FACULTY ASSOCIATION

Rev. May 2010

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The MIPA is a Proud Community of Dynamic and Progressive Professionals

The Bylaws of the Mount Royal Faculty Association

1. NAME

Pursuant to the Postsecondary Learning Act the name of the academic staff association is the "Mount Royal Faculty Association" (hereinafter referred to as "the Association").

2. OFFICE

The office of the Association shall be maintained at the City of Calgary in the Province of Alberta at such specific locations as may be determined by the Executive Board of the Association.

3. OBJECTIVES

3.1. The objectives of the Association are:

- To be the representative of its members in negotiations with the Board of Governors of Mount Royal University with respect to salary matters, working conditions and other terms of employment;
- To promote, maintain and improve the professional standing of its members and the quality of education at Mount Royal University;
- To maintain the right of its members to exercise independent judgment in the planning and execution of their educational responsibilities;
- To advocate for access to and the enhancement of postsecondary education; and
- To provide a collective voice and group representation for the views of the faculty in all matters affecting the Mount Royal University community.

4. DEFINITIONS AND INTERPRETATION

4.1. DEFINITIONS

- 4.1.1. "ACIFA" shall mean the Alberta Colleges & Institutes Faculties Association.
- 4.1.2. "Association" shall mean the Mount Royal Faculty Association.
- 4.1.3. "Collective Agreement" shall mean the current Collective Agreement between the Association and the Board of Governors of Mount Royal University.
- 4.1.4. "University" shall mean Mount Royal University.
- 4.1.5. "Full-time faculty" shall mean full-time faculty as defined in the Collective Agreement.
- 4.1.6. "Part-time faculty" shall mean part-time faculty as defined in the Collective Agreement.

4.2. INTERPRETATION

In all Bylaws of the Association the singular shall include the plural and the plural the singular, and the word "person" shall include corporations and societies. Wherever reference is made to any statute or Article or section thereof, such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be. "In writing" or "written" includes printing, typewriting, or any electronic means of communication by which words are capable of being visibly reproduced at a distant point of reception, including telecopier (fax), telex, telegraph or e-mail.

5. MEMBERSHIP

5.1. GENERAL

- 5.1.1. No individual shall apply for or hold membership status in more than one category of membership at a time.
- 5.1.2. A member in good standing is a member of the University community who has fulfilled the requirements in the Membership articles of these Bylaws; whose dues, according to the Dues articles of these Bylaws, are paid in full; and who is not currently subject to disciplinary action as defined in the Ethics articles of these Bylaws.

5.2. REGULAR MEMBERSHIP

~~The M~~ Pursuant to the Collective Agreement, all academic staff members of the ~~Professionals~~ University shall become Regular Members of the Association on their initial date of appointment, provided they abide by the Bylaws of the Association.

5.3 SOCIAL MEMBERSHIP

- 5.3.1 Social Membership may be granted to the following university administrators: deans and directors of credit areas, the University Librarian, associate deans, associate vice-presidents, vice-presidents, and the President.
- 5.3.2 An application for Social Membership shall be presented in writing to the Secretary. Social Membership shall be approved by the Executive Board, who shall notify the membership promptly of such approvals.
- 5.3.3 Such membership shall entitle the member to attend activities and use facilities deemed to be social and/or recreational.
- 5.3.4 Whenever a majority of members of the Executive Board or fifty (50) non-Executive Regular Members in good standing petition the Executive Board, or when a majority of those present and voting at a General Meeting so approve, the Executive Board shall put a motion on the agenda of the next General Meeting to revoke an individual's Social Membership for cause.
- 5.3.5 Social membership does not include the following:
 - 5.3.5.1 the right to attend any meetings of the Association unless invited by the Executive Board,
 - 5.3.5.2 the right to receive any minutes or correspondence of the Association except for specific notices or information dealing with the social and/or recreational activities of the Association, and

5.3.5.3 the right to vote or to hold office.

5.4 MEMBERS EMERITUS

When an academic staff member retires from the University he/she shall become a Member Emeritus of the Association. Members Emeritus are entitled to use the Faculty Centre and join in Association activities. They may not hold office or vote.

5.5 ASSOCIATE MEMBERSHIP

- 5.5.1 Associate Membership may be granted to adjunct faculty, visiting faculty, endowed chairs, resident faculty, or any other academic person as approved by the Executive Board.
- 5.5.2 An application for Associate Membership shall be presented in writing to the Secretary. Applications for Associate membership shall be considered for approval by the Executive Board.
- 5.5.3 Such membership shall entitle the member to attend activities and use facilities deemed to be social and/or recreational.
- 5.5.4 Associate membership does not include the following:
 - 5.5.4.1 the right to attend any meetings of the Association unless invited by the Executive Board,
 - 5.5.4.2 the right to receive any minutes or correspondence of the Association except for specific notices or information dealing with the social and/or recreational activities of the Association, and
 - 5.5.4.3 the right to vote or to hold office.

5.6 HONORARY MEMBERS Community of Dynamic and Progressive Professionals

- 5.6.1 The Association may extend Honorary Membership to individuals for such reason and length of time as seems appropriate, provided a majority of regular members present and voting at a Regular or Special meeting are in favour of so extending.
- 5.6.2 They shall be entitled to use the Faculty Centre and to attend activities and use facilities deemed to be social and/or recreational.
- 5.6.3 Honorary membership does not include the following:
 - 5.6.3.1 the right to attend any meetings of the Association unless invited by the Executive Board,
 - 5.6.3.2 the right to receive any minutes or correspondence of the Association except for specific notices or information dealing with the social and/or recreational activities of the Association, and
 - 5.6.3.3 the right to vote or to hold office.

5.7 GUESTS

- 5.7.1 The Faculty Centre is restricted to MRFA members and staff. However, any Regular Member may sign-in up to two (2) guests to enter the Faculty Centre.
- 5.7.2 Guests may not include current Mount Royal credit students without the approval of a member of the Executive Board, which may be granted on a standing basis.

5.8 TERMINATION OF MEMBERSHIP

- 5.8.1 When a Regular Member ceases his/her employment at the University, membership in the Association shall continue for sixty (60) working days. He/she shall not be required to pay dues during this period. Termination of membership will not prevent the Association from acting on the former member's behalf at the discretion of the Executive Board.
- 5.8.2 No Regular Member can withdraw from membership in the Association while he/she is employed at the University.

6 DUES

6.1 DETERMINATION

Membership dues of Regular Members of the Association shall be determined as a Bylaw change at the Annual General Meeting or at a Special Meeting called for that purpose pursuant to Article 7.4.

6.2 REGULAR MEMBER DUES

- 6.2.1 Dues for full-time faculty shall be 1% of Step C-13 gross salary of the current Collective Agreement, except that:
- 6.2.1.1 Dues for full-time faculty whose employment status is less than full-time shall be pro-rated, or
- 6.2.1.2 Dues for faculty members in phased retirement shall be 0.5% of Step C-13 gross salary of the current Collective Agreement.
- The MRFA is a Proud Community of Dynamic and Progressive Professionals
- 6.2.2 Part-time faculty dues shall be the greater of:
- 6.2.2.1 Gross pay for a pay period x 1% to a maximum equal to the dues of full-time faculty; or
- 6.2.2.2 \$5 per pay period.

6.3 DUES WHILE ON LEAVE WITHOUT PAY

A Member who is on an approved leave of absence without pay shall pay minimum membership monthly dues of \$10 per month. These dues shall be paid in two installments: the first installment is to be paid on or before commencement of the leave. The second installment shall be paid at the mid point of the leave. The member on such a leave shall retain full privileges and benefits of the Association.

6.4 NON-REGULAR MEMBER DUES

- 6.4.1 Social Members shall pay dues of Three Hundred Dollars (\$ 300.00) per year, pro-rated.
- 6.4.2 Members Emeritus shall pay no dues.
- 6.4.3 Honorary Members shall pay no dues.
- 6.4.4 Associate Members shall pay dues of Thirty Dollars (\$30.00) per semester.

6.5 NOTICE OF CHANGE OF DUES

Meeting notice of a Special Meeting or Annual General Meeting at which a change of dues is subsequently approved shall constitute full notice to Members of the change.

6.6 SPECIAL DUES

Any special dues that may be required must be approved by a majority vote at either the Annual General Meeting or a Special Meeting.

7 MEETINGS

7.1 GENERAL

All meetings of the Association shall be held on normal working days and between the hours of 8:00 a.m. and 6:00 p.m. A meeting may continue beyond these times so long as it has quorum.

7.2 REGULAR MEETINGS

Regular Meetings of the Association shall be held at the following times: the last week of September, last week of October, last week of November, last week of January, first week of March, and first week of April. All Regular Meetings require two weeks' notice. A quorum for a Regular Meeting shall be thirty (30) members in good standing.

7.3 ANNUAL GENERAL MEETING

7.3.1 The Association shall hold an Annual General Meeting on the second Friday of May in each and every year.

7.3.2 There shall be no less than ten (10) working days' written notice of such a meeting.

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7.3.3 A quorum for the Annual General Meeting shall be fifty (50) Regular Members in good standing.

7.3.4 The purpose of the Annual General Meeting is to:

7.3.4.1 Conduct Association business;

7.3.4.2 Receive reports from the Executive Board and Standing Committees;

7.3.4.3 Appoint an Auditor for the next fiscal year; and

7.3.4.4 Elect, with the exception of the Part-Time Faculty Representative and any Member at Large, the Executive Board. No candidate for the office of President may preside over this item of business.

7.4 SPECIAL MEETINGS

7.4.1 There shall be no less than seven (7) working days' written notice of a Special meeting.

7.4.2 A quorum for a Special Meeting shall be fifty (50) members in good standing.

7.4.3 All business dealt with at a Special Meeting shall be considered business of the Association.

7.4.4 Special meetings shall be limited to the subject matter described in the notice for such a meeting.

7.4.5 Special Meetings may be held:

7.4.5.1 In accordance with Articles 5.6.1 (Honorary Members), 6.1 (Dues Change), 6.6 (Special Dues), 14.2 (Ratification), 15.1.2 (Borrowing Power), 15.2.3 (Investments), 15.4.1 (Budget) and 20.1 (Amendments); or

7.4.5.2 On any other item of Association business as identified by the Executive Board.

7.4.6 Special Meetings shall be held:

7.4.6.1 In accordance with Articles 13.2.1 or 13.2.3.2 (Executive Board Vacancies) or 13.3.2.1 and 13.3.3.1 (Removal from Office); or

7.4.6.2 Whenever a majority of members of the Executive Board or fifty (50) Regular Members in good standing petition the Executive Board for such a meeting.

7.4.6.2.1 When such a petition for a Special Meeting is received by the Executive Board, the Executive Board must issue a call for a Special Meeting within seven (7) working days of such a petition.

7.5 EXTRAORDINARY MEETING

7.5.1 An Extraordinary Meeting can be called by the Executive of the Association with forty-eight (48) hours notice for the purpose of dealing with immediate concerns deemed vital to the well-being of the Association.

7.5.2 A quorum for such a meeting shall be fifty (50) members in good standing.

8 THE EXECUTIVE BOARD

8.1 COMPOSITION

The Executive Board of the Association shall comprise: the President, First Vice-President; Second Vice-President; Secretary; Treasurer; Academic Liaison Officer; Part-time Faculty Representative; the Immediate Past President or a Member at Large; and the Faculty Nominee to the Board of Governors.

8.2 RESPONSIBILITIES

8.2.1 The Executive Board of the Association shall be vested with the full responsibility for the overall governance, direction, business, and all affairs of the Association during its term of office, including the establishment of policies and operating procedures, and shall be responsible to the Regular Members of the Association subject to the provisions of Article 13.

8.2.2 The Executive Board shall have responsibility to advise all members on the interpretation of the Bylaws, and the Regular Members on the Collective Agreement.

8.2.3 The Executive Board shall be responsible for the processing and arbitration of grievances.

- 8.2.4 The Executive Board shall be responsible for the supervision of the Association's staff.
- 8.2.5 The Executive Board shall be responsible for overseeing the management, use, maintenance and improvement of the Faculty Centre.
- 8.2.6 The Executive Board shall report to the Regular Members at all Association Regular Meetings and the Annual General Meeting.
- 8.3 QUORUM: A quorum for meetings of the Executive Board shall be five (5) voting members.
- 8.4 RESIGNATION OF PRESIDENT: Should the President resign or leave office, the First Vice-President shall immediately assume the responsibility of the President's Chair until a by-election is held in accordance with the Removal, Resignation and Appointment articles of these Bylaws.
- 8.5 POWERS OF APPOINTMENT: The Executive Board shall be empowered to appoint Regular Members of the Association to committees and office in accordance with the Removal, Resignation and Appointment articles of these Bylaws.
- 8.6 REMUNERATION: No officer of the Association shall be remunerated for services rendered to the Association except by resolution of the Regular Members.

9 OFFICERS

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9.1 ELIGIBILITY

Only Regular Members of the Association in good standing, pursuant to the Membership articles of these Bylaws, shall be eligible to hold office for any term.

9.2 PRESIDENT

- 9.2.1 The President of the Mount Royal Faculty Association shall be a tenured member in good standing.
- 9.2.2 The President shall be the Chief Executive Officer of the Association, shall act as Chair of the Executive Board of the Association, and shall be an ex-officio member of all Association Committees.
- 9.2.3 He/She shall be the Association's liaison between the Association and the senior administration of the University.
- 9.2.4 He/She shall be the Association's representative to ACIFA.
- 9.2.5 He/She shall be responsible, in conjunction with the Secretary, for the preparation and approval of the agenda for Association meetings.
- 9.2.6 He/She shall be empowered to countersign cheques on behalf of the Association.
- 9.2.7 The President shall have custody of the Great Seal of the Association, and shall be responsible for the official correspondence of the Association and shall affix the seal of the Association when authorized by the Executive Board so to do.

9.2.8 The President of the Association shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.

9.2.9 The Association shall purchase release time equivalent to half of the President's regular faculty workload in accordance with Article 10.3.9 of the Collective Agreement, in addition to the half-time release provided by Article 10.3.7 of the Collective Agreement and paid by the Board of Governors.

9.3 FIRST VICE-PRESIDENT

9.3.1 The First Vice President shall be a tenured member in good standing.

9.3.2 The First Vice-President shall assist the President and perform other duties as assigned by the Executive Board.

9.3.3 The First Vice-President shall serve on the Negotiating Committee and shall be the liaison between the Executive Board and the Negotiating Committee.

9.3.4 The First Vice-President shall be empowered to countersign cheques on behalf of the Association.

9.3.5 The First Vice-President shall serve as the Association delegate to the ACIFA Negotiations Advisory Committee.

9.3.6 The First Vice-President shall be an ex officio member of the Professional Affairs Committee.

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9.3.7 Should the President resign from office, the First Vice-President shall assume office until a by-election is held in accordance with these Bylaws.

9.3.8 The First Vice-President of the Association shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.

9.3.9 The First Vice-President of the Association shall receive three (3) hours' release time as per Article 10.3.9 of the Collective Agreement, in addition to release time granted for Negotiations.

9.4 SECOND VICE-PRESIDENT

9.4.1 The Second Vice-President shall be a tenured member in good standing.

9.4.2 The Second Vice-President shall assist the President and perform other duties as assigned by the Executive Board.

9.4.3 The Second Vice-President shall chair the Professional Affairs Committee of the Association and shall have responsibility for communicating with the Regular Members and implementing development opportunities on matters of professional standards and practice.

9.4.4 The Second Vice-President shall be an ex officio member of the Diversity Committee.

- 9.4.5 The Second Vice-President shall serve as the Association delegate to the ACIFA Professional Affairs Committee.
- 9.4.6 The Second Vice-President shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.
- 9.4.7 The Second Vice-President of the Association shall receive six (6) hours' release time as per Article 10.3.9 of the Collective Agreement.

9.5 SECRETARY

- 9.5.1 The Secretary will act as a Communications Coordinator responsible for the development and execution of all non-routine communications with faculty membership including special events (such as Collective Agreement-related activities, but not including events that are the responsibility of the Social Committee or the Professional Development Committee); surveys; dissemination of Board reports; updates; alerts; the MRFA web site; and perform other communications duties as assigned by the Executive Board.
- 9.5.2 The Secretary shall be responsible for the official record of Minutes of the Executive Board and the Association, and for official documents including the Bylaws and policies.
- 9.5.3 The Secretary will work closely with the President in the development and execution of all communications with the faculty and shall chair the Communications Committee.
- 9.5.4 The Secretary of the Association shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.
- 9.5.5 He/She shall be empowered to countersign cheques on behalf of the Association.
- 9.5.6 The Secretary of the Association shall receive three (3) hours' release time as per Article 10.3.8 of the Collective Agreement, or paid equivalent if a part-time faculty member.

9.6 TREASURER

- 9.6.1 The Treasurer shall be responsible for accurate financial records, financial statement of the transactions of the Association, and quarterly reports to the membership regarding finances.
- 9.6.2 The Treasurer shall be responsible for the official financial records of the Association, including audited financial statements, and shall present the audited financial statements of the Association as required under the Finance articles of these Bylaws.
- 9.6.3 He/She shall present a preliminary budget at the Annual General Meeting and a final budget as required under the Finance articles of these Bylaws.
- 9.6.4 He/She shall be empowered to countersign cheques on behalf of the Association.
- 9.6.5 The Treasurer shall sit on the Educational Grants Committee.

9.6.6 The Treasurer of the Association shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.

9.6.7 The Treasurer of the Association shall receive three (3) hours' release time as per Article 10.3.8 of the Collective Agreement, or paid equivalent if a part-time faculty member.

9.7 ACADEMIC LIAISON OFFICER

9.7.1 The Academic Liaison Officer shall assist the President in matters of academic policy and governance and perform other duties as assigned by the Executive Board.

9.7.2 The Academic Liaison Officer shall serve as the Association liaison among Faculty Councils and the General Faculties Council and facilitate the exchange of information related to academic governance and academic policy, especially as these touch on academic freedom, the Collective Agreement, and faculty work.

9.7.3 The Academic Liaison Officer shall chair the Academic Liaison Committee, and shall have special responsibility for soliciting and representing the views of otherwise unrepresented groups there.

9.7.4 The Academic Liaison Officer shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.

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9.7.5 The Academic Liaison Officer shall receive three (3) hours' release time as per Article 10.3.9 of the Collective Agreement, or paid equivalent if Part-time faculty member.

9.8 PART-TIME FACULTY REPRESENTATIVE

9.8.1 The Part-time Faculty Representative shall be responsible for facilitating communication and contact between the Association and part-time faculty. The Part-time Faculty Representative shall correspond with Human Resources to ensure that the Part-time Faculty Handbook is kept current and readily available.

9.8.2 He/she shall serve as the Part-time Faculty Representative on the Negotiating Committee according to the terms of Article 10.2.

9.8.3 He/she shall perform all other duties as assigned by the Executive Board.

9.8.4 The term of office for the Part-time Faculty Representative shall be one year from the date of his/her election to said office, or the term of his/her contract; except that the term as Part-Time Representative on the Negotiating Committee only may be extended in accordance with Article 10.2.4.

9.8.5 The Part-time Faculty Representative shall receive an honorarium of not more than sixty (60) times the Part-Time Instructor E3 rate per year for serving on the Executive Board.

9.9 IMMEDIATE PAST PRESIDENT or MEMBER AT LARGE

- 9.9.1 The Immediate Past President shall normally sit on the Executive Board for a term of office of one (1) year immediately following completion of a term as President.
- 9.9.2 When the Immediate Past President is unable to sit or the term of office has expired, the Association shall conduct an election for a Member-at-Large to sit as a member of the Executive Board for up to a one (1) year term of office. The Member-at-Large shall be a tenured member in good standing.
- 9.9.3 The Immediate Past President or Member at Large shall act as the Chief Returning Officer.
- 9.9.4 The Immediate Past President or Member at Large shall serve as Chair of the Bylaws Committee.
- 9.9.5 The Immediate Past President or Member at Large shall serve to assist incoming officers make the transition to their new roles, especially the President and First Vice-President.
- 9.9.6 The Member at Large or Immediate Past President shall receive three (3) hours' release time , as per Article 10.3.9 of the Collective Agreement

9.10 FACULTY NOMINEE TO THE BOARD OF GOVERNORS

- 9.10.1 The Faculty Nominee to the Board of Governors shall be a tenured member of ~~The M~~the Association in good standing of Dynamic and Progressive Professionals
- 9.10.2 He/She shall be an ex-officio, non-voting member of the Executive Board.
- 9.10.3 The membership shall recommend to the Minister that the Faculty Nominee to the Board of Governors be appointed for a two (2) year term of office.
- 9.10.4 His/her term of office shall be as stated in the letter of appointment from the Minister of Learning.
- 9.10.5 The Association may purchase release time equivalent to three (3) hours per year as per Article 10.3.9 of the Collective Agreement for the Faculty Nominee to the Board of Governors for work on the Executive Board.
- 9.10.6 The Faculty Nominee to the Board of Governors shall additionally advise and assist the President in relations with the Board and the government.

9.11 TERM OF OFFICE

No officer shall hold the same Executive Board position for more than two consecutive full terms. No member shall sit on the Executive Board for more than eight (8) consecutive years.

10 STANDING COMMITTEES

10.1 COMMITTEES

- 10.1.1 The Mount Royal Faculty Association shall have eleven (11) Standing Committees; namely, the Negotiating Committee, the Academic Liaison

Committee, the Bylaws Committee, the Communications Committee, the Diversity Committee, the Educational Grants Committee, the Ethics Committee, the Faculty Evaluation Committee, the Professional Affairs Committee, the Professional Development Committee, and the Social Events Committee.

10.1.2 All Standing Committees of the Association shall be responsible to the Executive Board, and shall report periodically to the Executive Board and to the membership of the Association at Regular Meetings and at the Annual General Meeting.

10.2 NEGOTIATING COMMITTEE

10.2.1 The Negotiating Committee shall consist of five (5) Regular Members in good standing of the Association, four (4) of whom shall be elected, of whom two (2) shall be tenured and one (1) of whom shall be the Part-time Faculty Representative per the Officers articles of these Bylaws; one member shall be the First Vice-President of the Association.

10.2.2 Quorum for meetings of the Negotiating Committee shall be four (4) members, one of whom shall be the Chair or Vice-Chair. In the event that a member of the Negotiating Committee is unable to serve for a period longer than two weeks, or must leave the committee as a result of termination of employment contract, loss of MRFA membership status, resignation from the MRFA Executive, resignation from the Negotiating Committee, or other un-resolvable difficulties, and where it would be impractical or disruptive to seek a replacement, the Negotiating Committee may seek the approval of the Executive Board to reduce its quorum requirement temporarily to three (3) members.

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10.2.3 The Part-time Faculty Representative shall receive an honorarium of not more than sixty (60) times the Part-Time Instructor E3 rate per year for serving on the Negotiating Committee (over and beyond that received for sitting on the Executive Board of the MRFA), except that where continuing Negotiations are conducted during or beyond the Spring Semester, the honorarium shall be increased by fifteen (15) times the Part-Time Instructor E3 rate for each calendar month in which negotiations take place.

10.2.4 The Part-time Faculty Representative shall hold office on the Negotiating Committee and receive the usual honorarium beyond the normal period of time pursuant to the Officers articles of these Bylaws if required by an extended negotiations period and whenever possible for the incumbent.

10.2.5 The operation of the Negotiating Committee during negotiations will not be dependent upon the presence of the Part-time Representative when such presence or replacement is not possible as a result of termination of employment contract, loss of MRFA membership status, resignation from the MRFA Executive, resignation from the Negotiating Committee, or other un-resolvable difficulties preventing the Part-time Faculty Representative from participating.

10.2.6 One member shall be elected in each odd-numbered year; two members shall be elected in each even-numbered year.

10.2.7 The Committee Chair and Vice-Chair shall be selected from the tenured members of the committee.

- 10.2.8 The members of this committee, except for the Part-Time Representative, shall each receive three (3) hours of release time during the negotiations period as defined under Article 18 of the Collective Agreement.
- 10.2.9 The Negotiating Committee shall represent the Association to the Board of Governors in all matters concerning negotiations of the Collective Agreement, with the exception of processing grievances. It shall report regularly to the Executive Board and to the membership of the Association on the progress of its deliberations.
- 10.2.10 Should negotiations continue beyond June 14, the sitting committee shall continue in place until such time as an agreement is reached between the Negotiating Committee and the Board of Governors' negotiations committee. The newly elected members of the Negotiating Committee shall participate as non-voting observers.
- 10.2.10.1 Following a ratification vote, the newly elected members shall assume their duties as full members of the Negotiating Committee.
- 10.2.11 Negotiations shall not occur during the vacation and holiday periods specified in Article 12 of the Collective Agreement.

10.3 EDUCATIONAL GRANTS COMMITTEE

- 10.3.1 The Educational Grants Committee shall consist of the Treasurer of the Association and four (4) elected Regular Members of the Association in good standing: two (2) to serve a term of two years and to be elected in odd-numbered years and two (2) to serve a term of two years and to be elected in even-numbered years.
- 10.3.2 The Educational Grants Committee shall allocate funds for tuition refunds (as per Article 15.2 of the Collective Agreement), shall select MRFA scholarship recipients, and shall, in conjunction with the Executive Assistant, approve scholarships for dependents of faculty members (as per Article 13.7 of the Collective Agreement).

10.4 ETHICS COMMITTEE

- 10.4.1 The Ethics Committee shall consist of five (5) tenured Regular Members of the Association in good standing, elected for a term of two years. The Chair of the Ethics Committee shall be elected by the committee.
- 10.4.2 Three (3) members shall be elected in each odd-numbered year, two (2) members shall be elected in each even-numbered year.
- 10.4.3 The Ethics Committee shall have the responsibility of ensuring that the provisions of Article 16 are maintained, investigating special cases as designated in Article 17, and providing consultation for members of the Association on the interpretation of Articles 11, 17, 16 and 18.

10.5 FACULTY EVALUATION COMMITTEE

- 10.5.1 The Faculty Evaluation Committee shall consist of seven (7) Regular Members of the Association in good standing, at least four of whom shall be tenured: four (4) to serve a term of two years and to be elected in odd-numbered years and three

(3) to serve a term of two years and to be elected in even-numbered years. The Committee shall select a Chair from its tenured members.

10.5.2 The Committee shall recommend policy on pre-tenure, post-tenure, limited-term and part-time evaluation, shall monitor the evaluation process, and shall provide information to Regular Members on evaluation.

10.5.3 The Committee shall investigate and maintain current research information to inform its work and to enhance evaluation processes for all MRFA members.

10.5.4 The Committee shall prepare an annual report reflecting the types and extent of evaluation activities which have been carried on during the year.

10.6 PROFESSIONAL DEVELOPMENT COMMITTEE

10.6.1 The Professional Development Committee shall consist of nine (9) Regular Members of the Association in good standing, the majority of whom shall be full-time faculty: four (4) members to be elected in even-numbered years for a two-year term and four (4) members to be elected in odd-numbered years for a two-year term; the Faculty Development Coordinator shall sit as an ex officio member. All elected members shall be full voting members of the Committee.

10.6.2 The Chair of the Professional Development Committee shall be a tenured or tenurable member of the Association, selected by the Committee from among its elected members.

10.6.3 The Committee shall select a Treasurer from its elected members. The Treasurer shall provide spending approvals to the Executive Assistant of the MRFA and shall monitor the finances of the committee, as approved in the annual MRFA budget.

10.6.4 The Committee shall encourage and facilitate professional development of Regular Members of the Association, and promote excellence in teaching.

10.6.5 The Committee shall organize and promote seminars, workshops, courses and other activities related to professional development.

10.7 SOCIAL EVENTS COMMITTEE

10.7.1 The Social Events Committee shall consist of the Faculty Centre Coordinator and six (6) Regular Members of the Association in good standing: three (3) to serve a term of two (2) years and to be elected in odd-numbered years and three (3) to serve a term of two (2) years and to be elected in even-numbered years.

10.7.2 The Committee shall select a Chair and a Treasurer from its members. The Treasurer shall provide spending approvals to the Executive Assistant of the MRFA and shall monitor the finances of the committee, as approved in the annual MRFA budget.

10.7.3 The Social Events Committee shall promote and encourage the use of the Faculty Centre for member-organized activities including but not limited to meetings, forums, parties, and social gatherings.

10.7.4 The Social Events Committee shall plan and advertise activities that enhance the social interaction of Members of the Association. These activities may or may not take place within the Faculty Centre.

10.8 PROFESSIONAL AFFAIRS COMMITTEE

10.8.1 The Professional Affairs Committee shall consist of eight (8) Regular Members of the Association in good standing, at least four of whom shall be tenured: the First Vice-President (ex officio); the Second Vice-President, who shall be Chair; (3) three to serve a term of two years and to be elected in odd-numbered years; and (3) three to serve a term of two years and to be elected in even-numbered years.

10.8.2 The Committee shall select a Treasurer from its elected members. The Treasurer shall provide spending approvals to the Executive Assistant of the MRFA and shall monitor the finances of the committee, as approved in the annual MRFA budget.

10.8.3 The Committee shall recommend, develop and offer opportunities for faculty development and training in the areas of academic governance, parliamentary procedure, faculty leadership, conflict resolution and mediation, labour relations and professional conduct.

10.8.4 The Committee will serve as a liaison among new and existing faculty in order to communicate to all faculty expectations of professional and ethical conduct within a collegial culture.

10.8.5 The Committee shall prepare an annual report reflecting the types and extent of activities which have been carried on during the year.

10.9 ACADEMIC LIAISON COMMITTEE

10.9.1 The Academic Liaison Committee shall consist of seven (7) Regular Members of the Association in good standing, at least three of whom shall be tenured: the Academic Liaison Officer who shall be Chair; (3) three to serve a term of two years and to be elected in odd-numbered years; and (3) three to serve a term of two years and to be elected in even-numbered years.

10.9.2 The Committee shall serve to communicate among the various Faculty Councils and the General Faculties Council to support the Academic Liaison Officer and facilitate the exchange of information related to academic governance and academic policy, especially as these touch on academic freedom, the Collective Agreement, and faculty work.

10.9.3 The Committee shall prepare an annual report reflecting the types and extent of activities which have been carried on during the year.

10.10 BYLAWS COMMITTEE

10.10.1 The By-Laws Committee shall consist of three (3) tenured Regular Members of the Association in good standing, two (2) of whom shall be elected annually. The Chair of the committee shall be the Immediate Past President of the Association or the Member-at-Large.

10.10.2 The elected members of this committee shall serve for one year.

10.10.3 The duties of this committee include making recommendations to the Executive Board after reviewing, developing, revising, and editing the Association's Bylaws, regulations, operating policies, and other official documents as requested by the Executive Board.

10.11 COMMUNICATIONS COMMITTEE

10.11.1 The Communications Committee shall consist of five (5) Regular Members in good standing: the Secretary, who shall be Chair, two (2) to serve a term of two years and to be elected in odd-numbered years, and two (2) to serve a term of two years and to be elected in even-numbered years.

10.11.2 The Communications Committee shall provide liaison for the purposes of communicating the activities of the Executive Board, the Association and its Committees and other information likely to be of wide interest for the membership.

10.11.3 The Communications Committee shall develop strategies and determine appropriate media for communicating information to the membership.

10.12 DIVERSITY COMMITTEE

10.12.1 The Diversity Committee shall consist of seven (7) Regular Members of the Association in good standing, the Second Vice-President (ex officio); three (3) to be elected in even-numbered years; and three (3) to be elected in odd-numbered years.

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10.12.2 The elected members of this committee shall serve for a two-year term of office.

10.12.3 The committee shall elect a Chair from among its members.

10.12.4 The committee shall advise the Association on principles and best practices in building a more diverse faculty, academic and institutional community; in supporting and representing diverse groups more effectively; and in identifying gaps in policy, support and services appropriate to its mandate.

11 COMMITTEE ACCOUNTABILITY

11.1 GENERAL PRINCIPLES

Faculty committee service is essential to bicameral collegial governance and, as per the Ethics articles of these Bylaws, committee service is an ethical responsibility of Association members. Faculty are selected to committees by various mechanisms, and are accountable to other individuals or groups by virtue of the selection process.

11.2 ACCOUNTABILITY

11.2.1 Faculty are obligated to participate in and ensure due process, collegiality and transparency; to act in the best interests of those the committee member represents; to ensure that recommendations and decisions are communicated appropriately both to committee sponsors and to the Mount Royal community; and to offer periodic reports back to groups to whom the member is accountable.

- 11.2.2 Members of all MRFA Committees, including the Negotiating Committee and the Executive Board, are accountable to the MRFA membership.
- 11.2.3 Members of any committee elected by the MRFA membership or designated by the MRFA Executive Board are accountable to the MRFA membership.
- 11.2.4 Members of any committee elected by other means are accountable to the electors.
- 11.2.5 Members of any committee designated by the Board of Governors, Administration, or other process are accountable to the institution as a whole and its collective interest.

11.3 CONFIDENTIALITY

- 11.3.1 Committees may require that their members protect confidentiality. A confidentiality requirement may be limited or absolute in its scope.
- 11.3.2 Absolute confidentiality requires that any member receiving information in confidence not disclose it under any circumstances to any third party. A breach of confidentiality is an ethical violation under these Bylaws.
- 11.3.3 Policy recommendations are not confidential except in very limited circumstances.
 - 11.3.3.1 These circumstances include but are not limited to policies which might contain proprietary information, or which might lead to the identification of individuals who have an entitlement to confidentiality.
 - 11.3.3.2 Transparent discussions of policy require that minutes be kept and decisions reported. A committee may choose to conduct its deliberations in camera and not publicize its draft proposals until it is prepared for public consultation.
 - 11.3.3.3 Appropriate consultation and democratic approval of proposals are essential parts of a transparent and collegial process.
- 11.3.4 Discussions related to a particular individual are ordinarily absolutely confidential. Article 16.1.2.6 defines ethical conduct in relation to other members of the Association.
 - 11.3.4.1 Without limiting the scope, these include discussions involving hiring, promotion, consideration for awards, and disciplinary or other conduct investigations.
 - 11.3.4.2 Due process requires that the subject be aware of the nature of such discussions, have access to information presented unless that information is itself limited by confidentiality (as with confidential references), and be aware of the range of possible outcomes. An individual should have the opportunity to make representation to the committee.
 - 11.3.4.3 A committee member in conflict of interest or unable to maintain an express requirement of confidentiality should leave the committee or the particular discussion.

11.3.4.4 The committee is required to convey in a timely manner its decision and its rationale to the subject of the discussions and to the parties to whom the committee is accountable, within the bounds of protecting the confidences of others in the process. In this context, evaluations must be expressed without making specific comparisons.

11.4 REPORTING

11.4.1 Committees and/or their members have a responsibility to report on their deliberations, recommendations and decisions.

11.4.1.1 Committees which meet publicly and make their minutes publicly available meet their minimum reporting requirements; members (unless bound by confidentiality) may conduct consultations with and should report to groups to whom they are accountable, especially on important, contentious or controversial issues.

11.4.1.2 Committees which meet privately and for which minutes are not publicly available require periodic reporting; members (unless bound by confidentiality) may conduct consultations with others, and should provide reports on the types of decisions and adherence to process, especially on important, contentious or controversial issues.

11.4.1.3 Committees which meet privately to consider confidential matters normally report only to their sponsors and subjects.

11.5 ABUSE OF PROCESS

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11.5.1 From time to time a committee's deliberations or process will cause concern to a member, for instance if a committee member believes the committee is acting contrary to its procedures or preventing real collegial debate; exceeding its mandate or authority or encroaching on the appropriate work of other bodies; acting in such a way as to harm the interests of the group to whom the member is accountable; acting on false or inadequate information; acting precipitously without reasonable time to prepare, consider and recommend; or failing to uphold due process.

11.5.2 In such circumstances, a committee member may:

11.5.2.1 Object to the process using the committee's own Rules of Order or other procedures, including objecting to consideration of the question, moving to postpone indefinitely, moving to lay on the table, or moving to refer to committee;

11.5.2.2 Attempt to defeat the motion;

11.5.2.3 Express lack of confidence and leave the deliberations;

11.5.2.4 Before or after the committee deliberations, consult with appropriate members of the group to whom the committee member is accountable, seeking guidance on process and principles and the substance of matters not requiring confidentiality;

11.5.2.5 Seek guidance on the substance of a confidential matter only from a body or individual properly constituted to respect the confidence in turn, ideally

without disclosing details that would identify the subject of confidential deliberations.

12 ELECTIONS

12.1 EXECUTIVE BOARD

- 12.1.1 The members of the Executive Board of the Association, with the exception of the Part-time Faculty Representative and any Member at Large, are to be elected at the Annual General Meeting.
- 12.1.2 Voting shall be by secret paper ballot under the supervision of the Chief Returning Officer. Each voter shall sign a list indicating receipt of a ballot.
- 12.1.3 Elections shall take place in the following order:
 - 12.1.3.1 In each odd-numbered year: First Vice President, Secretary and Academic Liaison Officer.
 - 12.1.3.2 In each even-numbered year: President, Treasurer and the Second Vice President.
- 12.1.4 Election of the Part-time Faculty Representative and Member at Large will take place during the third week of September, dates and times to be established by the Executive Board.
- 12.1.5 The Faculty Nominee to the Board of Governors shall be elected upon the expiration of the Ministerial appointment of the incumbent appointee. This nominee shall be recommended to the Minister of Learning, pursuant to Article 9.10.3.
- 12.1.6 Nominations for the Executive Board shall be received seven (7) working days prior to the election day by the Chief Returning Officer, upon receipt of a signed nomination form from a Regular Member in good standing.
- 12.1.7 Each candidate has the right to have a campaign statement distributed to the membership by the Chief Returning Officer.
- 12.1.8 A candidate shall be elected by a simple plurality. In the case of a single candidate for an Executive Officer, the candidate needs to be ratified by a majority vote of Regular Members using the secret ballot. If the candidate is rejected by the membership, the position shall be declared vacant until a by-election can be held
- 12.1.9 The Chief Returning Officer shall vote and then keep the ballot in a sealed envelope. This person's vote for any specific position will be counted only if it is needed to break a tie; if it is not needed, the envelope and ballot(s) shall be destroyed.
- 12.1.10 Candidates shall be entitled to appoint scrutineers for the period of voting and the counting of ballots for their position.
- 12.1.11 The Chief Returning Officer shall declare only which candidates are elected, and then move that ballots be destroyed.

12.2 COMMITTEES

12.2.1 Candidates for membership on Association Standing Committees (excepting the Negotiating Committee), external or joint committees, or other committees as specified by the Executive Board, shall be nominated by the Chief Returning Officer upon receipt of a signed nomination form from a Regular Member in good standing, or from the floor at the Annual General Meeting.

12.2.2 Each candidate has the right to have a campaign statement distributed to the membership by the Chief Returning Officer.

12.2.3 Voting shall take place by secret paper ballot and shall be under the supervision of the Chief Returning Officer and his/her Deputies; the location of voting stations shall be determined by the Chief Returning Officer. Each voter will sign a list indicating receipt of a ballot.

12.2.4 The ballot boxes shall be open on two (2) consecutive legal working days from 9 a.m. to 5 p.m. Additional hours of balloting may be determined by the Chief Returning Officer upon the request of members who are unable to vote on the days and times provided in this Article.

12.2.5 Ballots shall be clearly marked. Candidates shall be elected by a simple plurality.

12.2.6 Candidates shall be entitled to appoint scrutineers for the period of voting and the counting of ballots for their position.

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12.2.7 The Chief Returning Officer shall vote and then keep the ballot in a sealed envelope. This person's vote for any specific position will be counted only if it is needed to break a tie; if it is not needed, the envelope and ballot(s) shall be destroyed.

12.2.8 Persons elected shall take office on June 15 of the same year, except where elected to office in a by-election pursuant to the Removal, Resignation and Appointment articles of these Bylaws.

12.2.9 The Chief Returning Officer shall declare only which candidates are elected, and then move at the next Regular Meeting that ballots be destroyed.

12.2.10 The Chief Returning Officer shall prepare a register of unsuccessful candidates, arranged in order of votes received, to be used in confidence by the Executive in making committee appointments in accordance with Article 13.1.

12.3 NEGOTIATING COMMITTEE

12.3.1 Candidates for membership on the Negotiating Committee shall be nominated by the Chief Returning Officer, upon receipt of a signed nominations form from a Regular Member in good standing.

12.4 RETURNING OFFICER

Should the Chief Returning Officer become a candidate for office, a replacement shall be appointed by those Executive Board members not themselves standing for office.

13 REMOVAL, RESIGNATION AND APPOINTMENT

13.1 COMMITTEE VACANCIES

In the event of a member resigning or otherwise vacating his/her Committee position, or in the event of new committees or sub-committees requiring Regular Members being struck, or positions being created, only the Executive Board shall appoint members as required, except where Executive Board positions are involved.

13.2 EXECUTIVE BOARD VACANCIES

13.2.1 Where the office of the President is involved, a by-election shall be held at a Special Meeting within twenty (20) working days of the vacancy occurring.

13.2.2 The candidate thus elected to office shall commence his/her term of office immediately upon the results of the by-election being announced by the Chief Returning Officer, and shall hold office until the next general election at which the position would normally be elected.

13.2.3 In the case(s) of all other Executive Board vacancies, the Executive Board shall:

13.2.3.1 Appoint members to those positions with less than six months remaining in the term of office; Or

13.2.3.2 Conduct a by-election at a Special Meeting called for that purpose within twenty (20) working days of the vacancy (vacancies) occurring for positions with more than 6 months remaining in the term of office.

13.2.3.3 The candidate thus elected to office shall commence his/her term of office immediately upon the results of the by-election being announced by the Chief Returning Officer, and shall hold office until the next general election at which the position would normally be elected.

13.3 REMOVAL FROM OFFICE OR COMMITTEE

13.3.1 Any member of the Executive Board may be removed from office by vote of the Executive Board if that member has effectively abandoned the position. Being absent from three consecutive meetings of the Executive without having sent regrets to the President may be deemed abandonment.

13.3.2 Any member of the Executive Board, or any member either elected by the membership or appointed to a committee by the Executive Board, may be removed from office for reason of gross neglect of the duties specified in these Bylaws.

13.3.3 Removal of Executive or Committee members requires one of:

13.3.3.1 A majority vote of the Regular Members at a Special Meeting called to consider a motion of non-confidence;

13.3.3.2 A finding by the Ethics Committee removing the individual from an office or position;

13.3.3.3 A two-thirds vote by the Executive Board.

13.3.3.3.1 A member affected by an Executive vote for removal shall be entitled to three working days' notice, to attend an Executive meeting to address the reasons

for the vote, and to have a support person present at that meeting. If the decision is disputed by the Member, the vote is not binding and the

Executive Board may only proceed according to process in Article 13.3.4

13.3.4 A majority of members of the Executive Board or fifty (50) Regular Members can petition to request a Special Meeting for the purpose of conducting a vote of non-confidence against a member or members of the Executive or Committee for reason of gross neglect of duties.

13.3.4.1 The petitioners shall at the same time present in writing the case for a vote of non-confidence for gross neglect of duties along with a copy of any evidence to be presented.

13.3.4.2 Such a petition shall be sent to the President, or in the event that the motion is against the President, to the Immediate Past President or Member at Large. The Executive Board must, within seven working days of receipt of the petition, issue a call for a Special Meeting to consider the motion.

13.3.4.3 The call for the Special Meeting shall include the names of the petitioners, the case and the evidence.

13.3.4.4 The Member affected by a petition shall be informed by the Executive and given a copy of the petition, case and evidence at least five (5) working days prior to the issuance of the call for the Special Meeting.

13.3.5 In the event of the removal of a member of the Executive Board, that member's position shall be considered vacant and shall be filled in accordance with Article 13.2.

14 RATIFICATION OF AGREEMENTS

14.1 Where the Negotiating Committee has the authority to enter into a Memorandum of Agreement, the Committee cannot bind the Association but can only recommend that such a Memorandum of Agreement be accepted or rejected by the Regular Members.

14.2 Upon an agreement being reached between the Negotiating Committee and the Board of Governors' negotiation committee on a contractual item or set of items, a Special or Extraordinary Meeting shall be called for the purposes of review and discussion of the proposed agreement, and to establish the procedure for voting on the proposed agreement.

14.3 Upon ratification of an agreement, the agreement shall be signed by the President of the Association and the Chair of the Negotiating Committee.

15 FINANCE

15.1 BORROWING POWER

15.1.1 For the purposes of carrying out its objectives, the Association may borrow or raise or secure the payment of money in such manner as it thinks fit, and in particular by the issue of debentures.

15.1.2 The borrowing powers of the Association shall only be exercised by a three-fourth majority vote of those present and entitled to vote at a Special or Regular Meeting of the Association provided that the notice of any such meeting is given to the membership ten (10) working days prior to that meeting and provided that such a notice contains particulars of the proposed action.

15.2 INVESTMENTS

- 15.2.1 For the purposes of carrying out the objectives of the Association, the Executive Board may invest surplus funds of the Association by the purchase of interest bearing securities to be issued in the name of the Association.
- 15.2.2 Investments of the Association shall be limited to interest bearing securities issued by the Government of Canada, or any of its Provinces, up to any amount. The purchase of interest bearing securities issued by a Chartered Bank shall be limited to the maximum amount insured by the Canadian Deposit Insurance Corporation.
- 15.2.3 The principle amounts and terms of securities purchased shall be determined by reference to the projected cash requirements of the Association, giving consideration to the objectives of the Association. No single security in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be purchased which exceeds a term of one (1) year without prior vote of approval by the Regular Members at a Regular or Special Meeting.

15.3 FISCAL YEAR END

- 15.3.1 The fiscal year of the Association shall end on April 30 of each calendar year.
- 15.3.2 Audited financial statements as at April 30 and for the year then ended shall be presented to and approved by the membership at the January Regular Meeting of the Association.

15.4 BUDGET

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- 15.4.1 Any proposed non-budgeted expenditure by the Executive Board or a Standing Committee in excess of Two Thousand Dollars (\$2,000.00) shall first be approved by resolution of the Regular Members at a Regular or Special Meeting.
- 15.4.2 Budgeted financial statements comprising a Balance Sheet and Income Statements for the current fiscal year ended April 30 shall be presented to and approved by the membership at the September Regular Meeting of the Association.
- 15.4.3 Approvals for spending during the period from June 15 to August 15 shall be requested from the membership at the Annual General Meeting of the Association. These approvals shall be included in the annual budget presented to the membership at the September Regular Meeting.

15.5 PROFESSIONAL FEES CONTINGENCY FUND

- 15.5.1 The Association shall maintain a contingency fund of up to \$50,000 for the sole purpose of paying professional fees resulting from costs associated with the maintenance of members' professional welfare.
- 15.5.2 Where possible money should be allocated to this fund each year if the fund is less than \$50,000.
- 15.5.3 The Executive Board is authorized to make payments from this fund for professional fees resulting from actions outlined above.

15.6 BUILDING FUND

- 15.6.1 The Association shall maintain a Building Fund restricted solely for the purpose of carrying out construction, renovation and essential maintenance projects related to the Faculty Centre, including replacement of furnishings.
- 15.6.2 All funds raised by borrowing, levy or budget decision for the express purpose of construction or renovation shall be allocated to this restricted account.
- 15.6.3 Where possible and when there is no outstanding Association debt related to construction or renovations, money should be allocated to this fund each year until the fund has a balance of \$100,000.
- 15.6.4 The Executive Board is authorized to make payments from this fund for direct costs associated with construction, renovation and essential maintenance related to the Faculty Centre.

16 CODE OF ETHICS

This code of ethics shall apply to all members of the Association, hereinafter called Member.

16.1 GENERAL PRINCIPLES

These principles shall apply to all Members. The intent of these principles is to provide guidelines for professional behaviour expected of all Members. Failure to adhere to these guidelines may result in an Ethics complaint in accordance with Article 17: Code of Ethics Procedures, or may be addressed through Administrative avenues within the University.

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16.1.1 Relations with the University

- 16.1.1.1 Every Member shall perform the duties of his/her position with impartiality and diligence, with candour and fairness, with courtesy and good faith, and with the strictest integrity.
- 16.1.1.2 The Member has a responsibility to abide by the rules and regulations established for the orderly conduct of affairs of the University, provided that these rules and regulations do not infringe upon the academic freedoms of any member of the academic community or ethical conduct as set forth in these Bylaws or in codes established by recognized professional or academic societies. At the same time, he/she has a responsibility to seek reforms which would, in his/her judgement, improve the University.
- 16.1.1.3 A Member should avoid the appearance of professional impropriety. That is, he/she should act in a manner which promotes confidence in the academic profession even when explicit guidelines do not exist.
- 16.1.1.4 A Member is guilty of unethical conduct if, by action or inaction, he/she contravenes the Collective Agreement or the Bylaws of the Association.

16.1.2 Relations with other Members and with the Association.

- 16.1.2.1 Members have a responsibility to encourage one another to abide by the code.
- 16.1.2.2 No Member shall, openly or covertly, violate a stated or implicit bond of secrecy, privilege, trust or confidence between Members, between Members

and the Association, or between Members and students except as required by law or by the consent of the Association. Moreover, no Member of the Association will speak for the Association without the knowledge and consent of the said Association or its Executive Board.

- 16.1.2.3 A Member shall refrain from making any false statements, written or oral, about other Members. In addition, a Member shall avoid all activities which undermine the confidence of students in a colleague.
- 16.1.2.4 A Member shall avoid damaging criticism of a colleague except as provided under Article 16.1.2.5 below, or except to an officer or committee of the Association, and then only in confidence.
- 16.1.2.5 When presenting a professional judgment on a colleague at the request of an appropriate University committee or authority, a Member has the obligation both to the colleague and to the University to be fair and objective, and must provide the colleague, at least 72 hours in advance, with written copies of his/her statements.
- 16.1.2.6 It is unethical to fail to respect the confidentiality of information about a Member gained during participation in the work of committees or other work-related activities.
- 16.1.2.7 A Member shall not divulge confidential information either pertaining to Association affairs or received in the course of his/her professional duties, except as required by the law or by consent of the Association.
- 16.1.2.8 Members shall honour and uphold all agreements adopted by the Association, and all verbal and written agreements among themselves respecting their professional responsibilities and obligations.
- 16.1.2.9 A Full-time Member has the ethical responsibility to participate in the life of the University, in its governance and administration through membership on committees and organizations at Board of Governors', the Association, department, or other levels, provided that this participation is consistent with the discharge of his/her primary responsibilities and with his/her own abilities.
- 16.1.2.10 No Member shall, except with the written permission of the Association, commence a legal action against another Member in matters respecting professional competence or the discharge of professional responsibilities or obligations unless such matters have been dealt with under the provisions of Articles 16 and 17 of these Bylaws. The Association has the corresponding duty to discharge Articles 16 and 17 with diligence and promptness, as set out in those articles.

16.1.3 Academic Freedom

- 16.1.3.1 No Member may be denied his/her right of freedom of speech, freedom of assembly, freedom of religion, freedom of press, or freedom of belief unless such freedoms are expressed in a manner which conflicts with that member's instructional responsibilities, or duties to the Association.
- 16.1.3.2 No Member is to be penalized in any form, covert or overt, for a prudent and judicious exercise of academic freedom.

- 16.1.3.3 A Member has the obligation to defend the right of his/her colleagues to academic freedom. It is unethical for him/her to act so as to infringe deliberately upon that freedom.
- 16.1.3.4 No Member shall be penalized or made accountable for his/her activities off campus, be they political, social, religious or other, be they with members of the community, with other Members, or with the student body, unless these activities directly affect his/her on-campus responsibilities.

16.2 PRINCIPLES APPLYING TO THE EXERCISE OF AUTHORITY

- 16.2.1 All authority delegated to Members should be exercised with proper restraint. Consequently, no Member should use his/her authority in any excessive or abusive manner, such as making unusual, extraordinary, contradictory or retaliatory demands on other Members, on other university staff, or on students.
- 16.2.2 Proper and humane procedures should be followed in the termination of contract, suspension or dismissal of Members. In addition, no Member shall unduly jeopardize the future career or employment possibilities of another Member. Furthermore, prior to non-renewal of contract, upon denial of tenure, suspension, dismissal with cause, or in other similar situations, a Member who wishes to appeal a decision of his/her department, faculty, or the University shall have access to all the written or other material, produced or procured by any Member, used by those judging his/her case.

16.3 PRINCIPLES APPLYING PRIMARILY TO RELATIONSHIPS BETWEEN MEMBERS AND STUDENTS
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- 16.3.1 No Member may inflict academic reprisals upon students for non-academic disagreements or conflicts.
- 16.3.2 The Member shall always be fair to his/her students. It is unethical for him/her to exploit the student for his/her private or personal advantage.
- 16.3.3 The Member must keep in confidence all information gained about a student excepting:
 - 16.3.3.1 where it is given to a colleague for the purpose of aiding or evaluating the academic progress of the student; or
 - 16.3.3.2 when it is given with the prior consent of the student.

17 CODE OF ETHICS: PROCEDURES

17.1 DEFINITIONS

- 17.1.1 Complainant shall mean: The Member who alleges that another Member has behaved unethically towards him/her under Article 16: Code of Ethics.
- 17.1.2 Respondent shall mean: The Member alleged to have behaved unethically towards the complainant under Article 16: Code of Ethics.

17.2 NOTICE OF CHARGES

In the event that a Member chooses to assert charges, he/she shall present these charges in writing to the Ethics Committee, with a copy to the respondent. A copy of the charges shall be given to the respondent seventy-two (72) hours prior to submission to the Ethics Committee. Complaints must be received by the Ethics Committee within ninety (90) working days of the alleged violation. Complaints shall be set out as follows:

17.2.1 The nature of the charge or complaint, including the Article number(s) violated.

17.2.2 The name of the respondent.

17.2.3 The time, date and place of the alleged violation.

17.2.4 A statement that Article 16.1.2.3 has been complied with.

17.3 CONFLICT OF INTEREST

In the event that the complainant or the respondent is an elected or ex-officio member of the Ethics Committee, he/she shall vacate his/her position on the Committee for the duration of the hearing. His/her position shall be temporarily assumed by a Member appointed by the Executive Board.

17.4 ROLE OF THE ETHICS COMMITTEE

17.4.1 The Ethics Committee shall meet within ten (10) working days of receiving a written complaint

17.4.2 At the initial meeting, the Ethics Committee shall request a written statementals from the respondent. This statement will be delivered to the Ethics Committee within five (5) working days.

17.4.3 The Ethics Committee shall meet with the complainant and respondent individually.

17.4.4 The Ethics Committee may dismiss a complaint at any time, if it deems the complaint to be without merit, frivolous, or vexatious. Dismissal may result in disciplinary measures as set forth in Article 17.5.5.

17.4.5 The Ethics Committee may seek further information from other members of the Association, or from specific persons outside the Association. If the request and the reply are in writing, copies of the correspondence and any supporting documents shall be provided to the complainant and the respondent. If the request and reply are oral, the Ethics Committee shall record and submit written copies to the complainant and respondent.

17.4.6 The Ethics Committee shall make a decision as to whether to proceed or not and shall inform the complainant and respondent of its decision. If the complaint does not fall within its jurisdiction the Ethics Committee shall suggest possible alternative courses of action to the complainant. In the event of a decision to proceed, the Ethics Committee shall commence a consultative hearing.

17.4.7 Working days in the procedures shall be computed exclusive of Saturdays, Sundays, Statutory Holidays, and the months of June, July and August.

17.4.8 Where the complaint is complex or Committee members are absent, the Ethics Committee may, at its discretion, extend time limits.

17.5 CONSULTATIVE HEARING PROCEDURE

The Ethics Committee shall conduct a consultative hearing as follows:

17.5.1 The hearing shall be scheduled no more than fifteen (15) working days from the decision to proceed to a consultative hearing. A minimum of five (5) working days notice shall be given to those required to attend.

17.5.2 The complainant, respondent, and members of the Ethics Committee are required to attend the hearing. At the discretion of the Ethics Committee, other members of the Association may be required to attend. Articles 16.1.2.3 and 16.1.2.4 shall apply during a consultative hearing.

17.5.3 The Committee may postpone the hearing if anyone is unable to attend. The hearing may proceed in the absence of the complainant or respondent at the discretion of the Committee.

17.5.4 The chair of the Ethics Committee shall chair the hearing. All participants will adhere to the principle of confidentiality. Language and attitude will be respectful at all times. The complainant and respondent will each be given an opportunity to respond to questions asked by the Ethics Committee.

17.5.5 The Ethics Committee shall make one of the following decisions:

The MRFA as No further action; unity of Dynamic and Progressive Professionals

b. Any of the following disciplinary measures:

- Reprimand;
- Suspension for a fixed term of Association privileges including access to all social and professional development activities and any MRFA funds not governed by the Collective Agreement, with an associated finding that the member remains in good standing;
- Suspension for a fixed term of voting privileges, the privilege to attend MRFA and committee meetings, and the privilege to hold any MRFA office or committee designation, with an associated finding that the member is not in good standing;
- Letters to the appropriate Chair, Dean, and VP Academic describing the case and MRFA disciplinary measures;
- Any other actions the Ethics Committee deems appropriate and which are consistent with the Association's legal obligations to members.

17.5.6 The Ethics Committee shall submit a report within fifteen (15) working days of the conclusion of the hearing to the complainant, respondent and the Executive Board of the Association. This report shall specify the decision, the rationale, and the date or dates upon which any disciplinary measures are to be applied.

18 APPEALS

Appeals from a decision of the Ethics Committee pursuant to Article 17 may be made to the Executive Board, as follows:

18.1 Either party to a charge of a violation of these Bylaws may appeal the decision or decisions of the Ethics Committee to the Executive Board of the Association.

18.1.1 Notice of such appeal shall be given by the party or parties appealing, in writing, to the President or the Secretary of the Association within ten (10) working days of receipt of the report of the Ethics Committee, as submitted under Article 17.5.6.

18.1.2 The Executive Board shall, upon receipt of notice of appeal, hold a hearing within ten (10) working days.

18.1.3 Five (5) working days written notice shall be given the complainant, the respondent, and the Ethics Committee members, who shall sit with the Executive Board. The presence of other participants shall be at the discretion of the Executive Board.

18.1.4 The Executive Board shall render its decision within ten (10) working days of the end of the hearing of the appeal. This decision shall be final.

18.2 TIMING OF APPEALS

Time in this procedure shall be computed exclusive of Saturdays, Sundays, Statutory Holidays and the months of June, July and August.

18.3 APPLICATION OF DISCIPLINARY MEASURES

~~The M~~ No disciplinary measures assigned by the Ethics Committee or upheld or modified by the Executive Board shall be applied until the appeal period has passed.

18.4 PROHIBITION ON CHARGES

Unless otherwise recommended by the Ethics Committee or by the Executive Board, after a hearing is ended the complainant may not initiate charges against the respondent based on the same circumstances that gave rise to the first charge. The complainant may again initiate charges if there are facts which had been unknown to the complainant until after the hearing. It shall be noted this does not preclude the Member's access to normal legal process.

19 PARLIAMENTARY PROCEDURE

19.1 The current edition of Robert's Rules of Order shall govern this Association in all parliamentary situations that are not provided for in the law, its Bylaws or adopted rules.

19.2 Bylaws affecting the basic democratic rights of Members may not knowingly be suspended nor circumvented under any circumstances. These include Article 5 – Membership, Article 6 – Dues, Article 7 – Meetings, Article 11 – Committee Accountability, Article 12 – Elections, Article 13 – Removal, Resignation and Appointment, Article 14 – Ratification of Agreements, Article 16 – Code of Ethics, Article 17 – Code of Ethics Procedures, Article 18 – Appeals, Article 19 – Parliamentary Procedure, Article 20 – Amendments, and Article 23 – Wind up and Dissolution. Other Bylaw articles may be suspended but not otherwise altered by a two-thirds vote at a Regular, Special or Annual General Meeting.

19.3 Recognizing that Bylaw provisions may be violated unintentionally or in error in certain circumstances, the Executive Board shall bring any alleged violation forward to the next General Meeting with a description of the circumstances and the rationale for any actions taken.

19.3.1 In the case of violation of Articles not named in Article 19.2, Members may, by a two-thirds vote, agree to suspend a Bylaw provision in the instance brought forward. By majority vote, the Executive Board may be directed to correct, reverse or otherwise address a violation of a Bylaw Article or process.

19.3.2 In the case of violation of Articles named in Article 19.2, the Executive Board shall immediately correct or reverse the violation of the Bylaw. Any decisions resulting from a violation of such a Bylaw process or Article shall be null and void.

20 AMENDMENTS

20.1 These Bylaws may be added to, repealed, amended or re-enacted at an Annual General Meeting or Special Meeting by a two-thirds majority vote of Regular Members present and entitled to vote.

20.2 Notice of any such amendments must be given to the membership in conjunction with the prescribed meeting notice.

20.3 The notice for a bylaw amendment must contain the proposed amendment and rationale.

21 INSPECTION OF RECORDS unity of Dynamic and Progressive Professionals

The public books and records of the Association may be inspected by a Regular Member of the Association in good standing during regular business hours at the office of the Association. Records of the Ethics Committee and in camera sessions of the Executive Board are excluded as confidential.

22 REIMBURSEMENT

A Member of the Association may be reimbursed for reasonable expenses incurred while on the business of the Association.

23 WIND UP AND DISSOLUTION

The Association is a statutory body prescribed by the Post-secondary Learning Act, and as such the Members may not voluntarily wind up nor dissolve it.

23.1 Involuntary Wind-up or Dissolution

23.1.1 In the event of the association's impending involuntary windup or dissolution as a result of legislation, regulation, ministerial policy or other involuntary circumstance, all of its assets, after payment of its liabilities, shall be distributed as per section 23.2 below.

23.1.2 In the event of impending involuntary windup, the Officers of the Association shall be specifically empowered to convene an Extraordinary Meeting upon 48 hours' written notice. The voting requirement shall be a simple majority of those members present at the meeting.

23.1.3 At such meeting, the Executive Board shall:

23.1.3.1 present evidence prompting their action in calling an Extraordinary Meeting for the purposes of dissolving the Association and distributing its assets;

23.1.3.2 present audited financial statements or report on the expected delivery date for audited financial statements;

23.1.3.3 present an Executive Report on any successor Faculty Association or other successor body; on any outstanding liabilities; and on any issues arising that ought to be of concern to Members;

23.1.3.4 bring Executive recommendations to dissolve the Association, to distribute its assets pursuant to Article 23.2, and to determine the times for voting on these recommendations.

23.2 DISTRIBUTION OF ASSETS

23.2.1 In the event the Association is wound up or dissolved in the course of ordinary business, all of its assets, after payment of its liabilities, shall be distributed in one of the following ways, or in combinations thereof:

23.2.1.1 Assignment of the assets to a successor Faculty Association or to another organization designated by its members in the first instance;

23.2.1.2 Disposition of the assets (or portion thereof) pro rata to the current members ~~The MR~~ in the absence of a successor organization; ~~and Progressive Professionals~~

23.2.1.3 Deed of trust to a person or corporation as designated by the members to be held on terms approved by the members on an interim basis until 23.2.1.1 or 23.2.1.2 applies or until an audit can be completed.

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