

**BYLAWS OF THE
MOUNT ROYAL
FACULTY ASSOCIATION**

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The Bylaws of the Mount Royal Faculty Association

1. NAME

Pursuant to the Post-secondary 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 serve as the bargaining agent for the academic staff of the University, to bargain terms and conditions of employment collectively on behalf of the academic staff of the University, and regulation of relations between the Board of Governors as employer and the academic staff members of the University;~~
- ~~To advocate to and liaise with the Board of Governors and the administration of the University, on behalf of its members, with respect to matters of University governance, planning, policy and administration affecting its members and their working conditions, and with respect to other matters of member welfare;~~
- ~~To uphold the values and principles of equity, diversity, inclusion and fairness in Association and University processes;~~
- To promote, maintain and improve the professional standing of its members and the quality of education at Mount Royal University;
- ~~To protect the Academic Freedom rights of the academic staff of the University, which includes maintaining their right to maintain the right of its members to exercise independent judgment in the planning and execution of their educational-academic responsibilities, and includes protection and promotion of the independent voice of the academic staff in the collegial governance of the University;~~
- To advocate for access to and the enhancement of post-secondary education as a public good, and for the improvement of related public policy; and
- To provide a collective voice and group representation for the views of its members in all matters affecting the Mount Royal University community.

Commented [m1]: Rationale: replacement of the above with language that better-matches the language in the governing legislation. The Association is a statutory incorporation pursuant to the PSLA, and now also governed by the Labour Relations Code.

Commented [MS2]: Rationale: explicit recognition of Association-University liaison work, outside of collective bargaining or other statutory/contractual processes related to the employment relationship (such as the processing of grievances).

Commented [m3]: Rationale: to strengthen the language of this objective, including by naming the fundamental professional/contractual right to "Academic Freedom" with respect to all "academic" responsibilities.

Commented [MS4]: Rationale: to more clearly articulate the nature of public-facing Association objectives.

4. DEFINITIONS AND INTERPRETATION

4.1. DEFINITIONS

- 4.1.1. ~~ACIFA~~ shall mean the Alberta Colleges & Institutes Faculties Association (Article Empty).
- 4.1.2. "CAUT" shall mean the Canadian Association of University Teachers.
- 4.1.3. "Association" shall mean the Mount Royal Faculty Association.
- 4.1.4. "Collective Agreement" shall mean the current Collective Agreement between the Association and the Board of Governors of Mount Royal University.
- 4.1.5. "University" shall mean Mount Royal University.
- 4.1.6. "Full-time member" shall mean a full-time or limited-term employee as defined in the Collective Agreement.
- 4.1.7. "Contract member" shall mean a contract employee as defined in the Collective Agreement.
- 4.1.8. "Member in good standing" shall mean 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 a disciplinary measure with an associated finding that the member is not in good standing applied under the Ethics articles of these Bylaws.
- 4.1.9. "SICH" shall mean scheduled instructional course hour as defined in the Collective Agreement.
- 4.1.10. "Working days" shall mean days exclusive of Saturdays, Sundays, days designated as holidays in the Collective Agreement, all days otherwise designated as University holidays by the Board of Governors of Mount Royal University, and 15 June to 14 August inclusive.
- 4.1.11. "Resolution of the Membership" shall mean a resolution passed either through a vote conducted at a properly constituted Meeting of the Association taken by all Regular Members who are present and eligible to vote, or a through a vote conducted pursuant to a properly constituted Meeting of the Association at which the resolution was considered and with the vote subsequently taken by all Regular Members of the Association who are eligible to vote such as through paper balloting, electronic balloting, or another method of voting.
- 4.1.12. "Regular Resolution of the Membership" shall mean a Resolution of the Membership whose passage requires a simple majority.
- 4.1.13. "Special Resolution of the Membership" shall mean a Resolution of the Membership whose passage requires a simple majority and where the Meeting of the Association referred to in Article 4.1.11 is limited to either an Annual General Meeting, a Special Meeting or an Extraordinary Meeting held in accordance with Article 7.3 or 7.4 or 7.5.
- 4.1.10-4.1.14. "Two-Thirds Special Resolution of the Membership" shall mean a resolution as set forth in Article 4.1.13 except that passage is required by a two-thirds majority of voters.

Commented [m5]: Rationale: the Association left ACIFA in 2015. All references to ACIFA are being removed from the Bylaws.

Commented [m6]: Rationale: these Bylaws make reference to resolutions of the membership at various points. However, these terms have until now lacked clear, consistent and precise definitions. The terms used throughout this document have been updated to use these defined terms consistently.

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" means handwriting, a computer printed document, or any electronic form of communication by which words can be visibly reproduced at a distant point of reception, including e-mail, transmission of a computer file, or facsimile transmission (fax).

5. MEMBERSHIP

5.1. GENERAL

No individual shall apply for or hold membership status in more than one category of membership at a time.

5.2. REGULAR MEMBERSHIP

5.2.1. Pursuant to the [Post-Secondary Learning Act](#) and to the Association Membership article of the Collective Agreement, all employees of the University designated as members of the academic staff shall become Regular Members of the Association upon the date of commencement of appointment.

Commented [m7]: Rationale: updated to better align with the provisions for Association membership per the PSLA, and to better align with the language in the Collective Agreement.

5.2.2. ~~For greater certainty, persons employed in a managerial capacity or in a confidential capacity in matters relating to labour relations and who are therefore excluded the Collective Agreement pursuant to the Association Membership article of the Collective Agreement are not Regular Members. Administrators and MRSA exempt non-academic staff of the University teaching credit courses shall pay Regular Member dues but shall be entitled only to the privileges of Associate Membership.~~

Commented [m8]: Rationale: updated to align with the precise language in the Collective Agreement (i.e. those who are not academic staff are excluded from Regular Membership in the Association).

5.3. SOCIAL MEMBERSHIP

5.3.1 Social Membership may be granted to the following University administrators: any Academic Leader as defined in the Collective Agreement, and any other University administrator approved by the Executive Board.

5.3.2 An application for Social Membership shall be presented in writing to the President. Social Membership shall be considered for approval by the Executive Board, who shall notify Regular Members promptly of such approvals.

5.3.3 Social Membership may be renewed annually, subject to continued eligibility as per Article 5.3.1, by paying the dues specified in Article 6.4.1. When a Social Membership has not been renewed, the membership is revoked.

5.3.4 Such membership shall entitle the member to use the Faculty Centre and to attend social activities. This access may be limited at specific times by ~~resolution of the membership~~ [Regular Resolution of the Membership](#) or by the Executive Board.

Commented [m9]: Rationale: replacement with more precisely-defined terms in accordance with the Definitions article.

5.3.5 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 Meeting of the Association so approve, the Executive Board shall put a motion on the agenda of the next Meeting of the Association to revoke an individual's Social Membership for cause.

5.3.6 Social membership does not include the following:

5.3.6.1 the right to attend any meetings of the Association unless invited by the Executive Board,

5.3.6.2 the right to receive any minutes or correspondence of the Association except for specific notices or information dealing with the social activities of the Association, and

5.3.6.3 the right to vote or to hold office.

5.4 MEMBERS EMERITI

5.4.1 When a Regular Member retires from the University, he/she shall become a Member Emeritus/Emerita of the Association. Members Emeriti are entitled to use the Faculty Centre and join in Association activities. They may not vote or hold office.

5.4.1.1 For contract Regular Members, the definition of retirement in the University's Retirement Policy 960-10 shall be used; namely that a contract employee is deemed to be retired if, at the time of ending employment, the employee is 55 years of age or older and has completed a minimum of two years' service at Mount Royal.

5.4.2 When a Social Member retires from the University, having previously served as a Regular Member for a minimum duration of 5 consecutive years, he/she shall become Member Emeritus/Emerita of the Association.

5.5 ASSOCIATE MEMBERSHIP

5.5.1 Associate Membership may be granted to adjunct faculty, visiting faculty, endowed chairs, resident faculty, post-doctoral fellows, or any other academic person as approved by the Executive Board.

Commented [m10]: Rationale: included for greater clarity, given that appointments of PDFs is likely to continue to occur.

5.5.2 An application for Associate Membership shall be presented in writing to the President. Applications for Associate membership shall be considered for approval by the Executive Board.

5.5.3 Such membership shall entitle the member to use the Faculty Centre and to attend social and professional development activities.

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 professional development activities of the Association, and

5.5.4.3 the right to vote or to hold office.

5.6 HONORARY MEMBERS

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, Special Meeting or Annual General Meeting are in favour of so extending.

5.6.2 Such membership shall entitle the member to use the Faculty Centre and to attend social activities.

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 activities of the Association, and

5.6.3.3 the right to vote or to hold office.

5.7 GUESTS

5.7.1 Use of the Faculty Centre is restricted to Association members and staff. However, any Regular Member may sign-in up to two (2) guests to enter the Faculty Centre.

5.7.2 Guests shall 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. Larger groups of credit students may be approved as guests for educational purposes by the Executive Board.

5.8 TERMINATION OF MEMBERSHIP

5.8.1 When a Regular Member ceases employment at the University, Regular Membership in the Association shall continue for sixty (60) working days. No dues shall be paid during this period. ~~Following termination of Regular Membership, the Association shall act on a former Contract Regular Member's behalf in accordance with the Sessional Reappointment and Workload Allocation article of the Collective Agreement. For greater clarity:~~

5.8.1.1 ~~In accordance with the Labour Relations Code the Association shall not deny a former employee who is a Regular Member in the sixty (60) working day period or who was a Regular Member the right to be fairly represented by the Association with respect to the former employee's rights under the Collective Agreement; and~~

~~5.8.1.1-5.8.1.2~~ 5.8.1.2 ~~During the sixty (60) working day period, a Regular Member whose employment has ceased retains all rights and privileges of Regular Membership conferred under these Bylaws, except those that are inconsistent with provincial laws.~~

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 CHANGE OF DUES

Commented [m11]: Rationale: the former statement was misleading and not fully in compliance with the requirements of the Labour Relations Code.

Membership dues shall be changed only through a Bylaw amendment at the Annual General Meeting or at a Special Meeting called for that purpose pursuant to the Meetings articles of these Bylaws.

6.2 REGULAR MEMBER DUES

Regular Members shall pay dues of 1.5% of gross pay, normally to be deducted by the University in accordance with Article 2 (Association Membership) of the Collective Agreement.

Commented [m12]: Rationale: the PSLA makes reference to required Bylaw provisions concerning the "charging of dues". This addition make the normal process by which dues are deducted explicit.

6.3 DUES WHILE ON LEAVE WITHOUT PAY

6.3.1 A Regular Member who is on an approved leave of absence without pay, including long term disability, shall pay no dues. 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 Emeriti shall pay no dues.
- 6.4.3 Associate Members shall pay dues of Sixty Dollars (\$60.00) per year.
- 6.4.4 Honorary Members shall pay no dues.

6.5 SPECIAL DUES

Any special dues that may be required must be approved by a two-thirds majority vote at the Annual General Meeting or at a Special Meeting called for that purpose pursuant to the Meetings articles of these Bylaws.

6.6 NOTICE OF CHANGE OF DUES

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

7. MEETINGS OF THE ASSOCIATION

Commented [m13]: Rationale: by contrast with meetings of the Executive Board, now addressed in Article 8.

7.1 GENERAL

7.1.1 All meetings of the Association shall be held on 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.

~~7.1.1~~7.1.2The President shall chair meetings of the Association except as provided under Articles 7.3.4.6 and ~~18.1.12~~.

Commented [MS14]: See Article 18.1.

7.2 REGULAR MEETINGS

7.2.1 Regular Meetings of the Association shall normally be held at the following times: 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.

7.2.2 The Executive Board may cancel a maximum of one (1) Regular Meeting per semester where there is insufficient business.

7.2.3 There shall be no less than ten (10) working days' written notice of a Regular Meeting.

7.2.4 A quorum for a Regular Meeting shall be fifty (50) Regular Members in good standing.

7.2.5 The purposes of Regular Meetings shall be to:

7.2.5.1 Receive information, updates and interim reports from the Executive Board, Standing Committees and ad hoc Committees;

7.2.5.2 Provide opportunities for the Executive Board, Standing Committees and ad hoc Committees to consult with the Regular Members of the Association;

7.2.5.3 Provide a forum for discussion of matters that are or may be of collective concern to the Regular Members of the Association; and

7.2.5.4 Conduct Association business for which notice was given as part of the written notice pursuant to Article 7.2.3, except for Association Business required to be transacted at a Special Meeting or the Annual General Meeting in accordance with these Bylaws.

7.2.4.7.2.6 A Regular Member who is not a member of the Executive Board and who wishes to propose an item of Association business for transaction at a Regular Meeting shall inform the President not less than twenty (20) working days prior to week of the Meeting, pursuant to Article 7.2.1.

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.

7.3.3 A quorum for the Annual General Meeting shall be seventy (70) Regular Members in good standing.

7.3.4 The purposes of the Annual General Meeting shall be to:

7.3.4.1 Conduct Association business beyond that which is listed in Articles 7.3.4.2 through 7.3.4.7, for which notice was given as part of the written notice pursuant to Article 7.3.2, including in accordance with Articles 5.6.1 (Honorary Members), 6.1 (Change of Dues), 6.5 (Special Dues), 15.1.2 (Borrowing Power), and 19.1 (Amendments);

7.3.4.2 Receive reports from the Executive Board and Standing Committees;

Commented [m15]: Rationale: previously, and unlike for other meeting categories, the purpose of Regular Meetings was not stated explicitly. This has been added to more properly distinguish Regular Meetings from Special Meetings, etc.

Commented [m16]: Rationale: as set forth elsewhere in these Bylaws, it is the President who finalizes the agenda, after consultation with the Executive Board. This provision is to provide a mechanism for members to propose items of business that can be considered by the Executive Board in advance of the deadline for written notice of the meeting.

Commented [m17]: Rationale: for consistency with Special Meetings, where written notice for the transaction of such business must be provided in advance (which is highly appropriate), advance written notice for the transaction of such business at an AGM should also be required.

7.3.4.3 Review and approve an annual budget ~~as per~~ in accordance with Article 15.4.2;

7.3.4.4 Appoint an auditor for the next fiscal year;

7.3.4.5 Finalize a list of candidates and establish voting times for ~~committee~~ Standing Committee elections in accordance with Article 12.2; ~~and~~

~~7.3.4.6~~ Elect the Executive Board in accordance with Article 12.1. No candidate for the office of President may preside over this item of business; ~~and-~~

~~7.3.4.6~~ 7.3.4.7 Elect the Chairs of Standing Committees named in Article 10.1.5 in accordance with Article 12.1.

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 seventy (70) Regular 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 (Change of Dues), 6.5 (Special Dues), 15.1.2 (Borrowing Power), ~~15.4.2 (Budget)~~ or ~~19.1~~ (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), 13.3.4 (Removal from Office), or ~~14.2~~ (Agreements and Ratification); 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 shall provide written notice of the Special Meeting within five (5) working days. Such a Special Meeting shall normally be scheduled to take place within fifteen (15) working days of receipt of such a petition, subject to Article 7.4.1.

7.5 EXTRAORDINARY MEETINGS

Commented [m18]: Rationale: this was included in error, as the provisions of Article 15.4.2 apply to the AGM.

7.5.1 An Extraordinary Meeting may be called by the Executive Board with no less than forty-eight (48) hours written notice for the purpose of dealing with immediate concerns deemed vital to the well-being of the Association. Notwithstanding Article 7.4.6, an Extraordinary Meeting may be held in accordance with the articles named in Article 7.4.6.1, instead of holding a Special Meeting, when this is deemed vital by the Executive Board.

Commented [m19]: Rationale: for greater clarity (e.g. in the case of a ratification vote that may preempt imminent job action, or might end job action).

7.5.2 A quorum for an Extraordinary Meeting shall be seventy (70) Regular Members in good standing.

8. THE EXECUTIVE BOARD

8.1 COMPOSITION

The Executive Board of the Association shall comprise ten (10) Regular Members in good standing; the President; Vice-President, Negotiations; Vice-President, Policy and Senior Grievance Officer; Advocacy Officer; Communications Officer; Treasurer; Academic Liaison Officer; Contract Member Representative; Member at Large; and the Faculty Nominee to the Board of Governors.

Commented [m20]: Rationale: a very minor point, but technically the PSLA requires the number to be stated in the Bylaws.

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 the Removal, Resignation and Appointment articles of these Bylaws.

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, in accordance with Article 10.12 (Grievance Committee).

8.2.4 The Executive Board shall be responsible for appointing, evaluating the performance of, and overseeing the management 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, in accordance with Article 10.10 (Faculty Centre Management Committee).

8.2.6 The Executive Board shall report to the Regular Members at all Regular Meetings and the Annual General Meeting.

8.3 QUORUM: A quorum for meetings of the Executive Board shall be six (6) voting members. ~~MEETINGS~~

Commented [MS21]: Rationale: provisions for the calling of Executive Board meetings were missing from the Bylaws. These provisions are required for compliance with the Post-Secondary Learning Act.

8.3.1 Meetings of the Executive Board shall normally be held on working days and normally between the hours of 9:00 a.m. and 5:00 p.m. A meeting may continue beyond these times so long as it has quorum.

8.3.2 The Executive Board shall annually or for each semester approve a schedule of meetings of the Executive Board such that they are planned to be held at approximately

ten (10) working day intervals, with not more than fifteen (15) working days between meetings.

8.3.3 The President shall call meetings of the Executive Board, including in accordance with the schedule as set forth in Article 8.3.2. Except under extraordinary circumstances, there shall be not less than five (5) working days notice of a meeting of the Executive Board, and the President shall prepare the agenda for meetings in consultation with the Executive Board.

8.3.3.1 The President may call additional meetings of the Executive Board, beyond those scheduled as set forth in Article 8.3.2.

8.3.3.2 The President must call a meeting of the Executive whenever petitioned to do so by at least five (5) of voting members of the Executive Board.

8.3.3.3 The President, in consultation with the Executive Board, may cancel a meeting where there is insufficient business, except where the meeting was called pursuant to Article 8.3.3.1.

~~8.2.78.~~3.4 Quorum for meetings of the Executive Board shall be six (6) voting members.

~~8.38.~~4 RESIGNATION OF PRESIDENT: Should the President resign or leave office, the Vice-President, Policy and Senior Grievance Officer shall immediately assume the office of President 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.

~~8.3-18.~~5.1 Notwithstanding anything in these Bylaws, the Executive Board at its sole discretion shall be empowered to appoint up to two additional members to any Standing Committee, beyond the number of members specified in Article 10, in order to increase the diversity of membership with respect to category of appointment, faculty or academic unit, or membership in an equity-seeking group.

8.48.6 REMUNERATION: No ~~officer of the Association~~ member of the Executive Board shall be remunerated for services rendered to the Association except by ~~resolution of the Regular Members~~ Regular Resolution of the Membership. Reassigned time shall normally be used to purchase release from instructional or equivalent duties in order to provide time for Association work.

~~8.58.~~7 TERM OF OFFICETERM LIMITS: No ~~officer-person~~ shall hold the same Executive Board position for more than two (2) consecutive full terms, which may be preceded by a partial term to fill a vacancy. No ~~member-person~~ shall sit on the Executive Board for more than eight (8) consecutive years.

8.68.8 IMMEDIATE PAST PRESIDENT

~~8.6-18.~~8.1 For the six (6) months immediately following the previous President's last term of office, the previous President shall serve as Immediate Past President, except when the previous President is serving as a member of the Executive Board in another capacity, when the previous President was removed from office pursuant to Article 13.3, when the previous President is no longer a Regular Member in good standing, or when the

Commented [MP22]: Rationale: to address matters of equity, diversity and inclusion in committee membership.

Commented [MS23]: Rationale: changed for clarity, as some Association staff titles include "officer".

Commented [m24]: Rationale: replacement with more precisely-defined terms in accordance with the Definitions article.

Commented [MS25]: Rationale: changes for clarity. The phrase "term of office" has a different meaning elsewhere.

previous President is unable to serve in this capacity for another reason as determined by the previous President or the Executive Board.

~~8.6.28.8.2~~ 8.2 The Immediate Past President shall serve as a resource to the Executive Board for the purpose of providing continuity, and may attend meetings of the Executive Board, but is not a member of the Executive Board, shall not move or second of Executive Board motions, and shall not vote on Executive Board motions.

~~8.6.38.8.3~~ 8.3 The Immediate Past President may be asked to serve as a resource to the Grievance Committee at the discretion of the President or at the discretion of the Vice-President, Policy and Senior Grievance Officer.

9. OFFICERS

9.1 ELIGIBILITY

Only Regular Members in good standing 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 Regular Member in good standing.
- 9.2.2 The President shall be the Chief Executive Officer of the Association, shall chair the Executive Board of the Association, shall chair the Faculty Centre Management Committee, shall chair the Bylaws and Governance Committee, shall sit on the Grievance Committee, and shall be an ex officio member of all other Association Committees.
- 9.2.3 The President shall be the Association's liaison between the Association and the senior administration of the University.
- 9.2.4 The President shall be the Association's representative in dealings with the Human Resources Department of the University.
- 9.2.5 The President shall be responsible, in conjunction with the Vice-President, Policy and Senior Grievance Officer, for monitoring proposed changes to University policy and other matters of University governance which affect the terms and conditions of Regular Members' employment.
- 9.2.6 The President shall be the initial point of contact for members regarding the Collective Agreement. The President shall respond to routine requests for information and shall refer concerns involving the interpretation and/or contravention of the Collective Agreement to the Vice-President, Policy and Senior Grievance Officer.
- 9.2.7 The President shall represent the Association at Step 2 of grievances in accordance with the Grievance Procedure article of the Collective Agreement.
- 9.2.8 The President shall provide confidential advice and assistance regarding matters not involving interpretation and/or contravention of the Collective Agreement, including, but not limited to, Association Bylaws, policies and procedures,

University policies and procedures, issues of faculty evaluation, issues of faculty welfare, and conflict resolution.

9.2.9 The President shall be the Association's representative to ~~ACIFA and to~~ CAUT.

Commented [m26]: Rationale: see comment in Article 4.

9.2.10 The President shall be a member of the MRU Coalition.

9.2.11 The President shall be the external spokesperson of the Association and may express non-partisan political views on matters related to post-secondary education.

9.2.12 The President shall be responsible, in consultation with the Executive Board, for the preparation and approval of the agenda for Association meetings, and shall chair Association meetings in accordance with Article 7.1.

9.2.13 The President shall be empowered to countersign cheques on behalf of the Association.

9.2.14 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.

9.2.15 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.

9.2.16 The Association shall purchase reassigned time equivalent to one-half of the President's regular workload in accordance with the Salary Administration – Other article of the Collective Agreement, in addition to the one-half reassigned time paid for by the Board of Governors of Mount Royal University in accordance with the Salary Administration – Other article of the Collective Agreement.

9.2.17 Upon completion of two consecutive terms of office the outgoing President shall receive an administrative leave for one semester.

9.3 VICE-PRESIDENT, NEGOTIATIONS

9.3.1 The Vice-President, Negotiations shall be a tenured Regular Member in good standing.

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

9.3.3 The Vice-President, Negotiations shall serve on the Negotiating Committee in accordance with the terms of the Negotiating Committee articles of these Bylaws, shall be the liaison between the Executive Board and the Negotiating Committee, and shall sit on the Grievance Committee.

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

~~9.3.5 The Vice President, Negotiations shall represent the Association on the ACIFA Negotiations Advisory Committee.~~

Commented [m27]: Rationale: see comment in Article 4.

~~9.3.69.3.5~~ The Vice-President, Negotiations 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.

~~9.3.79.3.6~~ The Vice-President, Negotiations of the Association shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, in addition to reassigned time granted for Negotiations.

9.4 VICE-PRESIDENT, POLICY AND SENIOR GRIEVANCE OFFICER

- 9.4.1 The Vice-President, Policy and Senior Grievance Officer shall be a tenured Regular Member in good standing.
- 9.4.2 The Vice-President, Policy and Senior Grievance Officer shall assist the President and perform other duties as assigned by the Executive Board.
- 9.4.3 The Vice-President, Policy and Senior Grievance Officer shall assist the President in monitoring proposed changes to University policy and other matters of University governance which affect the terms and conditions of Regular Members' employment.
- 9.4.4 The Vice-President, Policy and Senior Grievance Officer shall advise and support Regular Members at Step 1 of grievances and shall be responsible for stating a grievance in writing, including the remedy sought, to the Provost and Vice-President Academic or designee and the President of the Association or designee at Step 2 in accordance with the Grievance Procedure article of the Collective Agreement.
- 9.4.5 The Vice-President, Policy and Senior Grievance Officer shall chair the Grievance Committee.
- 9.4.6 The Vice-President, Policy and Senior Grievance Officer shall provide regular grievance reports to the Executive Board and to the membership.
- 9.4.7 Should the President resign or leave office, the Vice-President, Policy and Senior Grievance Officer shall immediately assume the office of President until a by-election is held in accordance with the Removal, Resignation and Appointment articles of these Bylaws.
- 9.4.8 The Vice-President, Policy and Senior Grievance Officer shall be empowered to countersign cheques on behalf of the Association.

~~9.4.9~~ The Vice-President, Policy and Senior Grievance Officer of the Association shall have a ~~three-two (32)~~ year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.

~~9.4.8-19.4.9.1~~ Notwithstanding the above, until the term of office commencing on June 15, 2019, the term of office shall be one (1) year commencing June 15, 2018.

~~9.4.99.4.10~~ The Vice-President, Policy and Senior Grievance Officer of the Association shall receive 144 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement.

Commented [MS28]: Rationale: the term of office was, in advance of the 2015-2018 term, lengthened from two to three years in order to provide more time for the SGO to become experienced within the role. However, the Association plans to create and fill a Professional Officer staff position early in 2018-2019, in order to provide professional support and expertise including with respect to grievance processing. In this light, it makes sense to revert to a two-year term. This will also help ensure that the President and VP, who work closely together, are elected in alternating years in order to promote stability and continuity.

9.5 ADVOCACY OFFICER

- 9.5.1 The Advocacy Officer shall be a Regular Member in good standing.
- 9.5.2 The Advocacy Officer shall be responsible for the development and execution of all advocacy initiatives in accordance with Article 10.3 (Advocacy Committee) and Association Policies and Procedures, and in consultation with the President, Communications Committee and MRU Coalition.
- 9.5.3 The Advocacy Officer shall assist the President in preparing press releases in accordance with Association Policies and Procedures.
- 9.5.4 The Advocacy Officer, with the assistance of the Advocacy Committee, shall develop material for external communications in relation to approved advocacy campaigns. The Advocacy Officer shall, after informing the President, be authorized to approve and release any such material, excluding press releases, on behalf of the Association and may provide supporting information directly to the media and other appropriate organizations and individuals external to the Association and Mount Royal University.
- 9.5.5 The Advocacy Officer shall chair the Advocacy Committee and shall be a member of the MRU Coalition.
- 9.5.6 The Advocacy Officer 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.
- 9.5.7 The Advocacy Officer of the Association shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 48 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

9.6 COMMUNICATIONS OFFICER

- 9.6.1 The Communications Officer shall be a Regular Member in good standing.
- 9.6.2 The Communications Officer shall be responsible for the development and execution of all non-routine communications with the membership, and shall perform other communications duties as assigned by the Executive Board.
- 9.6.3 The Communications Officer 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 and Procedures Manual.
- 9.6.4 The Communications Officer shall work closely with the President in the development and execution of all communications with the membership, shall chair the Communications Committee, and shall coordinate the Department Communicators network.

~~9.6.5 The Communications Officer shall sit on the Advocacy Committee.~~

Commented [m29]: Rationale: in the earlier days of the Advocacy Committee, when its relationship with the Communications Committee was less clear, this duty was included in Article 9.6. As the distinct roles of these two committees has become better-understood (the Communications Committee's work is limited to internal, member-facing communications with respect to Association messages), this duty is no longer needed.

~~9.6.69.6.5~~ The Communications Officer 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.

~~9.6.79.6.6~~ The Communications Officer of the Association shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 48 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

9.7 TREASURER

- 9.7.1 The Treasurer shall be a Regular Member in good standing.
- 9.7.2 The Treasurer shall be responsible for accurate financial records, financial statements of the transactions of the Association, and reporting to the membership regarding finances.
- 9.7.3 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 by the Finance articles of these Bylaws.
- 9.7.4 The Treasurer shall present the annual budget to the membership for approval as required by the Finance articles of these Bylaws.
- 9.7.5 The Treasurer shall be empowered to countersign cheques on behalf of the Association.
- 9.7.6 The Treasurer shall sit on the Grants Committee and on the Faculty Centre Management Committee.
- 9.7.7 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.
- 9.7.8 The Treasurer of the Association shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 48 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

9.8 ACADEMIC LIAISON OFFICER

- 9.8.1 The Academic Liaison Officer shall be a Regular Member in good standing.
- 9.8.2 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.
- 9.8.3 The Academic Liaison Officer shall serve as the Association's liaison among Faculty Councils and the General Faculties Council and shall facilitate the exchange of information related to academic governance and academic policy, especially where they affect academic freedom, the Collective Agreement, and the work of Regular Members.

- 9.8.4 The Academic Liaison Officer shall chair the Academic Liaison Committee, and shall have special responsibility for soliciting and representing the views of groups otherwise unrepresented.
- 9.8.5 The Academic Liaison Officer 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.
- 9.8.6 The Academic Liaison Officer of the Association shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 48 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

9.9 CONTRACT MEMBER REPRESENTATIVE

- 9.9.1 The Contract Member Representative shall be a contract Regular Member in good standing.
- 9.9.2 The Contract Member Representative shall be responsible for facilitating communication between the Association and contract members, and shall monitor the information resources for contract members provided by the Association, the University and its Human Resources Department to ensure they are current and readily available.
- 9.9.3 The Contract Member Representative shall serve on the Negotiating Committee in accordance with the terms of the Negotiating Committee articles of these Bylaws.
- 9.9.4 The Contract Member Representative shall sit on the Grievance Committee.
- 9.9.5 The Contract Member Representative shall perform other duties as assigned by the Executive Board.
- 9.9.6 The Contract Member Representative 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, except that the term as Contract Member Representative on the Negotiating Committee only may be extended in accordance with the Negotiating Committee articles of these Bylaws should negotiations continue beyond June 14.
- 9.9.7 The Contract Member Representative shall receive an annual honorarium of 64 SICH paid at Step E6 of the contract employee lecturer hourly rate schedule for serving on the Executive Board.

9.10 MEMBER AT LARGE

- 9.10.1 The Member at Large shall be a Regular Member in good standing.
- 9.10.2 The Member at Large shall perform duties as assigned by the Executive Board, including sitting on the Professional Standards and Ethics Committee, acting as the Chief Returning Officer and potentially serving as the liaison between the Executive Board and a Standing Committee of the Association.

9.10.3 The Member at Large 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.

9.10.4 The Member at Large shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 48 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

9.11 FACULTY NOMINEE TO THE BOARD OF GOVERNORS ~~(NON-OFFICER)~~

9.11.1 The Faculty Nominee to the Board of Governors shall be a tenured Regular Member of the Association in good standing.

9.11.2 The Faculty Nominee to the Board of Governors shall be an ex officio, non-voting member of the Executive Board. ~~The Faculty Nominee to the Board of Governors shall not be an officer of the Association, but~~ shall advise and assist the President in relations with the Board of Governors and the government, and shall report to the membership on public meetings of the Board of Governors.

9.11.3 The membership shall recommend to the Minister of Advanced Education that the Faculty Nominee to the Board of Governors be appointed for a two (2) year term of office.

9.11.4 The term of office shall be as stated in the letter of appointment from the Minister of Advanced Education.

9.11.5 The Faculty Nominee to the Board of Governors shall receive 48 SICH reassigned time per year, in accordance with the Salary Administration – Other article of the Collective Agreement.

Commented [m30]: Rationale: per PSLA s54, the BoG Rep. may not be a voting member of the Exec., and may not be an “officer” of the Association.

10. STANDING COMMITTEES

10.1 ~~COMMITTEES~~GENERAL

10.1.1 The ~~Mount Royal Faculty~~ Association shall have ~~fifteen sixteen (1516)~~ Standing Committees; namely, the Academic Liaison Committee, the Advocacy Committee, the Awards Committee, the Bylaws and Governance Committee, the Communications Committee, the Diversity and Equity Committee, the Grants Committee, the Faculty Centre Management Committee, the Faculty Evaluation Committee, the Grievance Committee, the Negotiating Committee, the Nominations Committee, the Professional Development Committee, the Professional Standards and Ethics Committee, ~~and~~ the Social Events Committee, ~~and the Collective Bargaining Advisory Committee.~~

10.1.2 All Standing Committees ~~of the Association~~ shall be responsible to the Executive Board, shall report to the Executive Board on fall semester activities if required by the committee’s charter, and shall report to the membership of the Association at Regular Meetings and at the Annual General Meeting as required.

10.1.3 The Executive Board shall approve a charter for each Standing Committee ~~of the Association~~. A charter may extend the responsibilities outlined in these Bylaws.

Commented [m31]: Rationale: see Article 10.17.

10.1.4 Pursuant to the Standing Committees articles below, when the ~~Executive Assistant~~Senior Administrative and Faculty Relations Officer of the Association sits on a committee, and when the committee has a budget approved as part of the annual budget of the Association, the ~~Executive Assistant~~Senior Administrative and Faculty Relations Officer shall serve as the committee's Treasurer.

Commented [m32]: Rationale: with the addition of the Office Assistant as a second member of the Association's office stance, the Executive Assistant position was renamed (changes are throughout this document).

10.1.5 Pursuant to the Standing Committees articles below, the Chairs of the following Standing Committees shall be elected directly by the membership in accordance with Article 12.1:

Commented [m33]: Rationale: in order to provide resources in support of diversity and equity as well as faculty evaluation initiatives, which have been identified as important priorities for the Association, the Chairs of these two committees are to be elected by the membership and are to each received 48 SICH reassigned time, annually. These provisions are to align with the enhanced responsibilities, accountabilities and workload associated with these roles.

- 10.1.5.1 Diversity and Equity Committee
- ~~10.1.3.1~~10.1.5.2 Faculty Evaluation Committee

10.2 ACADEMIC LIAISON COMMITTEE

10.2.1 The Academic Liaison Committee shall consist of seven (7) Regular Members of the Association in good standing, including the Academic Liaison Officer who shall be Chair. Each of the remaining six (6) members shall represent an area with a Faculty Council. A faculty member from each of the following areas shall be elected to serve a term of two (2) years in odd-numbered years: the Faculty of Business and Communication Studies, the Faculty of Science and Technology, and the Library. A faculty member from each of the following areas shall be elected to serve a term of two (2) years in even-numbered years: the Faculty of Arts, the Faculty of Health, Community and Education, and General Education/Academic Development Centre. Regular Members shall be eligible to vote for candidates in all areas, regardless of their own Faculty Council affiliation.

10.2.2 The Academic Liaison Committee shall serve to communicate among the various Faculty Councils and the General Faculties Council to support the Academic Liaison Officer and shall facilitate the exchange of information related to academic governance and academic policy, especially where they affect academic freedom, the Collective Agreement, and the work of Regular Members. This support shall include organizing faculty caucuses prior to meetings of the General Faculties Council.

10.2.3 Members of the Academic Liaison Committee who are not members of General Faculties Council shall be expected to regularly attend Council meetings as guests.

10.2.4 The Academic Liaison Committee shall prepare an annual report describing the types and extent of activities which have been carried on during the year.

10.3 ADVOCACY COMMITTEE

10.3.1 The Advocacy Committee shall consist of the ~~Executive Assistant~~Senior Administrative and Faculty Relations Officer of the Association and ~~eight~~seven (8/7) Regular Members of the Association in good standing: the Advocacy Officer, who shall be chair; ~~the Communications Officer~~; 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.

Commented [m34]: Rationale: see comment in Article 9.6.

- 10.3.2 The Advocacy Committee shall develop goals and campaigns for influencing public policy on post-secondary education, social justice issues, and other areas in which the Association Policy on Political and Advocacy Activity authorizes the Association to express non-partisan political views.
- 10.3.3 The Advocacy Committee shall develop advocacy goals for recommendation to the Executive Board. Adoption of advocacy goals of the Association, including but not limited to a set of standing goals, and changes to or revocation of previously adopted goals, requires approval at a Meeting of the Association upon the recommendation of the Executive Board.
- 10.3.4 The Advocacy Committee shall develop campaigns related to approved advocacy goals of the Association. Campaign proposals shall be presented to the Executive Board for approval.
- 10.3.5 The Advocacy Committee shall develop material for external communications in relation to approved campaigns. Approval and release of this material shall be in accordance with Article 9 (Officers) of these Bylaws and with Association Policies and Procedures.
- 10.3.6 The Advocacy Committee shall prepare an annual report describing the types and extent of activities which have been carried on during the year.

10.4 AWARDS COMMITTEE

- 10.4.1 The Awards Committee shall consist of seven (7) members. Five (5) shall be Regular Members in good standing; a non-voting Chair appointed by the Executive Board in odd-numbered years to serve a term of two (2) years; one (1) appointed from and by the Faculty Evaluation Committee in even-numbered years to serve a term of two (2) years; one (1) appointed from and by the Professional Development Committee in odd-numbered years to serve a term of two (2) years; and two (2) members who have previously won the award, selected in alternating years by the chair of the Awards Committee to serve terms of two (2) years. The remaining two (2) members shall be a student representative appointed annually by the Students' Association of Mount Royal University and a Member Emeritus/Emerita of the Association appointed by the Executive Board in even-numbered years to serve a term of two (2) years.
- 10.4.2 The Awards Committee annually shall conduct the nomination and selection processes for the Mount Royal Faculty Association Teaching Excellence Awards, one for full-time faculty and one for contract faculty, shall gather and review evaluative information on nominees' teaching performance, and shall select recipients for approval by the Executive Board.
- 10.4.3 Selection of award recipients shall be based on the criteria and guidelines approved by the Executive Board. Should no appropriate nominations be received, no awards will be made.

10.5 BYLAWS AND GOVERNANCE COMMITTEE

- 10.5.1 The Bylaws and Governance Committee shall consist of the [Executive Assistant](#)~~Senior Administrative and Faculty Relations Officer~~ (non-voting) and three (3) members of the Executive Board: the President who shall be Chair and

two (2) additional members of the Executive Board appointed annually by the Executive Board, and any other person recommended by the committee to serve in an advisory role, and appointed by the Executive Board to sit as a non-voting member for the remainder of the academic year.

10.5.2 The Bylaws and Governance Committee shall, as requested by the Executive Board, develop recommendations for amendments to the Association's Bylaws, Policies and Procedures Manual, and other official documents, and shall develop recommendations regarding other aspects of Association governance and organization.

10.6 COMMUNICATIONS COMMITTEE

10.6.1 The Communications Committee shall consist of the ~~Executive Assistant~~Senior Administrative and Faculty Relations Officer of the Association and six (6) Regular Members in good standing: the Communications Officer, who shall be Chair; two (2) to serve a term of two (2) years and to be elected in odd-numbered years; two (2) to serve a term of two (2) years and to be elected in even-numbered years; and one (1) contract member to serve a term of two (2) years and to be elected in odd-numbered years. The contract member shall assist the Contract Member Representative in communicating with contract members of the Association.

10.6.2 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, to the membership.

10.6.3 The Communications Committee shall develop strategies and determine appropriate media for communicating information to the membership. One of these strategies shall be to work with Department Communicators network to communicate with and gather feedback from the membership.

10.6.4 The Communications Committee shall assist the Communications Officer in the coordination of the Department Communicators network.

10.6.4.1 The Communications Committee shall annually recommend to the Executive Board the appointment of a member, from each department, to serve as Department Communicator. The Department Communicators network shall be a subcommittee of the Communications Committee.

10.6.4.2 The Communications Committee shall annually provide the Department Communicators with a list of expectations and duties, including but not limited to

10.6.4.2.1 liaising with an assigned member of the Communications Committee in order to promote a two-way flow of information between the Association and its members;

10.6.4.2.2 reading Association newsletters and reports, so as to be knowledgeable about Association business, and communicating this information within the home department;

10.6.4.2.3 reporting on Association business at department meetings;

- 10.6.4.2.4 attending as many Association meetings and events as possible, including Regular Meetings, Special Meetings and the Annual General Meeting;
- 10.6.4.2.5 encouraging colleagues to attend Association meetings and events;
- 10.6.4.2.6 attending two Department Communicators meetings per year, one in August and one in January;
- 10.6.4.2.7 being visible and available within the home department as an Association contact, including for contract faculty;
- 10.6.4.2.8 encouraging support for the efforts of the Association, and promoting understanding of the Collective Agreement.

10.7 DIVERSITY AND EQUITY COMMITTEE

10.7.1 The Diversity and Equity Committee shall consist of seven (7) Regular Members ~~of the Association~~ in good standing: one (1) to serve a two (2) year term as Chair and to be elected in odd-numbered years, four-three (43) 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; and any other person recommended by the committee to serve in an advisory role, or to expand the diversity of representation, and appointed by the Executive Board to sit as a non-voting member for the remainder of the academic year.

10.7.2 ~~The Chair's duties shall include those duties specified in the Diversity and Equity Committee Charter. The Chair shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement. The Diversity and Equity Committee shall elect a Chair and a Recording Secretary from among its members.~~

Commented [MS35]: See Article 10.1.5.

10.7.3 The Diversity and Equity Committee shall advise the ~~Association Executive Board~~ on principles and best practices with respect to equity in all aspects of members' employment with the University and related institutional processes, as well as with respect to the affairs of the Association; in continuing to build a more diverse and inclusive 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.

Commented [MS36]: Rationale: wording changes to better reflect the work of the Committee.

10.7.4 The Diversity and Equity Committee shall annually recommend to the Executive Board a member of the ~~committee~~ Committee for appointment to the University Positive Space Committee.

10.7.5 The Diversity and Equity Committee shall prepare an annual report describing its work during the year.

10.8 FACULTY CENTRE MANAGEMENT COMMITTEE

10.8.1 The Faculty Centre Management Committee shall consist of three (3) members of the Executive Board and two (2) Association staff: the President who shall be Chair; the Treasurer; a third member of the Executive Board appointed annually by the Executive Board; the ~~Executive Assistant~~ Senior Administrative and Faculty Relations Officer; and the Faculty Centre Coordinator.

- 10.8.2 The Faculty Centre Management Committee shall assist the Executive Board in fulfilling its responsibilities for overseeing the management, use, maintenance and improvement of the Faculty Centre. The committee shall identify issues related to these responsibilities and shall respond to issues raised by the Executive Board or by members. The committee shall conduct any research required to respond to such issues and shall make recommendations to the Executive Board as necessary.
- 10.8.3 The Faculty Centre Management Committee shall review staff position descriptions and benefits annually and make recommendations for change to the Executive Board as necessary.
- 10.8.4 The Faculty Centre Management Committee shall review expenditures regularly and make any recommendations necessary to ensure that a balanced budget is achieved at the fiscal year end.
- 10.8.5 The Faculty Centre Management Committee shall prepare a draft budget for submission to the Executive Board, make recommendations to the Executive Board regarding transfers between the funds created by the Finance articles of these Bylaws, and advise the Executive Board regarding issues raised by the auditor.
- 10.8.6 The Faculty Centre Management Committee shall be authorized to make expenditures from the Building Fund subject to the conditions in Article 15.6.
- 10.8.7 The Faculty Centre Management Committee shall make recommendations to the Executive Board regarding planning for MRFA functions that are not organized by other MRFA Committees.
- 10.8.8 The Faculty Centre Management Committee shall review requests for Faculty Centre bookings, and when required shall make recommendations to the Executive Board according to the MRFA Policies and Procedures Manual Section 9: Faculty Centre Rentals.

10.9 FACULTY EVALUATION COMMITTEE

- 10.9.1 The Faculty Evaluation Committee shall consist of seven (7) Regular Members ~~of the Association~~ in good standing, at least four (4) of whom shall be tenured: one (1) who shall be tenured to serve a two (2) year term as Chair and to be elected in even-numbered years, four (4), at least one (1) of whom shall be a contract member, to serve a term of two (2) years and to be elected in odd-numbered years and ~~three two (32)~~ to serve a term of two (2) years and to be elected in even-numbered years. The contract member shall represent the interests of contract members in matters relating to evaluation of faculty.
- 10.9.2 The Chair's duties shall include those duties specified in the Faculty Evaluation Committee Charter. The Chair shall receive 48 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement. The Faculty Evaluation Committee shall elect a Chair from among its tenured members and a Recording Secretary from among its members.
- 10.9.3 The Faculty Evaluation Committee shall recommend policy and advise the Association Executive Board with respect to principles, best practices, policies

Commented [MS37]: See Article 10.1.5.

Commented [MS38]: Rationale: the terms of reference in Articles 10.9.3 through 10.9.5 had become out-of-date with respect to the current Collective Agreement, as well as the Committee's work in practice. The language has also been updated to conform with other provisions of these Bylaws, in that Standing Committees are responsible to the Executive Board (i.e. clarifying that the FEC does not liaise with MRU administration directly, but may submit recommendation to the Executive Board).

~~and procedures concerning the evaluation of~~ pre-tenure, post-tenure, limited-term and contract faculty ~~and laboratory instructor evaluation work, including but not limited to the evaluation of teaching pursuant to the Evaluation of Teaching article of the Collective Agreement,~~ monitor evaluation processes, and provide information to Regular Members on evaluation practices.

10.9.4 The Faculty Evaluation Committee shall investigate and maintain current research information to inform its work ~~and to enhance evaluation processes for Regular Members.~~

10.9.5 The Faculty Evaluation Committee shall ~~act for~~ advise the Association Executive Board ~~in regarding recommending recommended~~ changes to the Faculty Annual Report and Faculty Annual Report System as stipulated in the Performance Review of Faculty Employees with Academic Rank article of the Collective Agreement. In this capacity, the Committee shall review proposed changes submitted to it, forward any proposed additions, modifications, or deletions to the types of information gathered by the Faculty Annual Report System to the Executive Board, ~~and~~ recommend changes related to the functionality of the Faculty Annual Report System to the Executive Board, ~~and maintain the joint Association and University document Guidelines for Completing the Annual Report. The Committee shall consult with the Executive Board as necessary in carrying out this work.~~

10.9.6 The Faculty Evaluation Committee shall prepare an annual report describing its work during the year.

10.10 GRANTS COMMITTEE

10.10.1 The Grants Committee shall consist of the Treasurer of the Association, who shall be Chair, the ~~Executive Assistant~~ Senior Administrative and Faculty Relations Officer of the Association and four (4) elected Regular Members of the Association in good standing: two (2) to serve a term of two (2) years and to be elected in odd-numbered years and two (2) to serve a term of two (2) years and to be elected in even-numbered years.

10.10.2 The Grants Committee shall, in accordance with the Association's Policies and Procedures Manual, allocate funds for tuition refunds pursuant to the Professional Development article of the Collective Agreement, allocate funds for the Contract Service Honorarium pursuant to the Funding for Contract Opportunities for Service article of the Collective Agreement, select Association scholarship recipients, and approve scholarships for dependents of members pursuant to the Benefits and Insurance article of the Collective Agreement.

10.11 GRIEVANCE COMMITTEE

10.11.1 The Grievance Committee shall consist of six (6) members. Four (4) shall be members of the Executive Board: the Vice-President, Policy and Senior Grievance Officer, who shall be Chair; the President; the Vice-President, Negotiations; and the Contract Member Representative. In addition, the Executive Board shall appoint two (2) tenured Regular Members in good standing who shall serve as Assistant Grievance Officers, normally for two (2) year terms. One shall be appointed in odd numbered years and one shall be appointed in even numbered years.

- 10.11.2 The Grievance Committee shall assist the Executive Board in fulfilling its responsibilities for the processing and arbitration of grievances in accordance with the Grievance Procedure article of the Collective Agreement and the Association Grievance Policy. In addition, the Assistant Grievance Officers shall assist the Vice-President, Policy and Senior Grievance Officer with any of his or her duties as related to the processing of grievances.
- 10.11.3 The Grievance Committee may, at the request of the Vice-President, Policy and Senior Grievance Officer, provide advice on how best to proceed in attempting to resolve a grievance at Step 1.
- 10.11.4 The Vice-President, Policy and Senior Grievance Officer may appoint any member of the Grievance Committee to act as the designated Association representative at a Step 1 grievance meeting.
- 10.11.5 The Grievance Committee shall decide on the advancement of grievances from Step 1 to Step 2. The Grievance Committee may also prepare recommendations on the initiation of grievances at Step 2. The authority to initiate grievances at Step 2 rests with the Executive Board.
- 10.11.6 The Grievance Committee may, at the request of the Vice-President, Policy and Senior Grievance Officer, assist in stating a grievance in writing at Step 2. The committee may advise the President on how best to proceed in attempting to resolve a grievance with the Provost and Vice-President, Academic at Step 2.
- 10.11.7 Where a grievance has not been resolved at Step 2 or at Step 3, the Grievance Committee shall prepare a recommendation to the Executive Board on whether the grievance should be advanced to arbitration. The authority for this decision rests with the Executive Board.
- 10.11.8 The Grievance Committee shall review the outcomes of grievances and make recommendations, intended to prevent similar grievances, to the Executive Board regarding administration of the Collective Agreement and to the Negotiating Committee regarding changes to the Collective Agreement.
- 10.11.9 Meetings of the Grievance Committee shall be called as required by the chair. Quorum shall be four (4) members, including the Chair or designee.
- 10.12 **NEGOTIATING COMMITTEE**

Commented [MS39]: TO DO: exclude BoG?

- 10.12.1 The Negotiating Committee shall consist of five (5) Regular Members of the Association in good standing; the Vice-President, Negotiations and the Contract Member Representative in accordance with the Officers article of these Bylaws; and three (3) elected to serve a term of two (2) years, two (2) of whom shall be tenured.
- 10.12.2 One (1) member shall be elected in each odd-numbered year; two (2) members shall be elected in each even-numbered year. The Executive Board shall assist in identifying candidates that represent the diversity of the membership.
- 10.12.3 The Committee Chair and Vice-Chair shall be selected from the tenured members of the committee. The Vice-President, Negotiations shall serve as the committee's treasurer.

- 10.12.4 The Negotiating Committee shall represent the Association to the Board of Governors of Mount Royal University in all matters concerning negotiations of the Collective Agreement, with the exception of processing grievances.
- 10.12.5 The Negotiating Committee shall report regularly to the Executive Board. Reporting shall include, but not be limited to: consultation during development of the Statement of Interests to be exchanged with the Board of Governors' Negotiating Committee in accordance with Article 21.2.4 of the Collective Agreement; regular progress reports during the negotiating period; discussing strategies for achieving the objectives set forth in the Statement of Interests; and seeking advice with regard to engaging in enhanced mediation and compulsory binding arbitration. All reporting to the Executive shall be in confidence.
- 10.12.6 The Negotiating Committee shall consult with the membership of the Association during development of the Statement of Interests to be exchanged with the Board of Governors' Negotiating Committee in accordance with Article 21.2.4 of the Collective Agreement and shall make regular progress reports to the membership during the negotiating period. The Negotiating Committee shall be responsible for finalizing the Association's Statement of Interests.
- 10.12.7 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 Association membership status, resignation from the Executive Board, resignation from the Negotiating Committee, or other unresolvable 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.
- 10.12.8 All members of the Negotiating Committee shall receive 48 SICH reassigned time in the Fall semester prior to the commencement of negotiations in accordance with the Negotiations article of the Collective Agreement to prepare for and participate fully in the process of interest-focused bargaining.
- 10.12.9 All members of the Negotiating Committee, except for the Contract Member Representative, shall each receive 48 SICH reassigned time during the negotiations period as defined in the Negotiations article of the Collective Agreement.
- 10.12.10 The Contract Member Representative shall receive an honorarium of 64 SICH paid at Step E6 of the contract employee Lecturer hourly rate schedule during the negotiations period as defined in the Negotiations article of the Collective Agreement for serving on the Negotiating Committee, in addition to that received for sitting on the Executive Board, except where continuing negotiations are conducted during or beyond the Spring semester, the honorarium shall be increased by 16 SICH paid at Step E6 of the contract employee Lecturer hourly rate schedule prorated for each calendar month in which negotiations take place.
- 10.12.11 Reassigned time shall normally be used to purchase release from 48 SICH of instructional or equivalent duties.

10.12.12 The Contract Member 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.

10.12.13 Should negotiations continue beyond June 14, the sitting committee shall continue in place until such time as a Memorandum of Agreement is reached between the Negotiating Committee and the Board of Governors' Negotiating Committee. The newly elected members of the Negotiating Committee shall participate as non-voting observers.

10.12.13.1 Following a ratification vote, the newly elected members shall assume their duties as full members of the Negotiating Committee.

10.12.14 Negotiations shall not occur during the vacation period and holidays as specified in the Vacation and Holidays article of the Collective Agreement.

10.13 NOMINATIONS COMMITTEE

10.13.1 The Nominations Committee shall consist of the ~~Executive Assistant~~ [Senior Administrative and Faculty Relations Officer](#) and six (6) Regular Members of the Association in good standing. Each Regular Member shall represent an area with a Faculty Council. A faculty member from each of the following areas shall be elected to serve a term of two (2) years in odd-numbered years: the Faculty of Business and Communication Studies, the Faculty of Science and Technology, and the Library. A faculty member from each of the following areas shall be elected to serve a term of two (2) years in even-numbered years: the Faculty of Arts, the Faculty of Health, Community and Education, and General Education / Academic Development Centre. Regular Members shall be eligible to vote for candidates in all areas, regardless of their own Faculty Council affiliation.

10.13.2 The Nominations Committee shall select a Chair from among its elected members.

10.13.3 At the request of the Executive Board, the Nominations Committee shall assist the Executive Board in identifying potential candidates for Executive Board-appointed committees or offices.

10.13.4 The Nominating Committee shall promote Association elections, and shall seek out and encourage potential candidates.

10.13.5 The Nominating Committee shall not, as a committee, endorse nominees. As Regular Members of the Association in Good Standing, committee members remain eligible to nominate candidates individually.

10.13.6 Members of the committee, not nominated for other Association positions, shall serve as vote sitters during elections and ratification votes as required.

10.14 PROFESSIONAL DEVELOPMENT COMMITTEE

10.14.1 The Professional Development Committee shall consist of the ~~Executive Assistant~~ [Senior Administrative and Faculty Relations Officer of the Association](#) and nine (9) Regular Members of the Association in good standing, the majority of whom shall be full-time: four (4) members to serve a term of two (2)

years and to be elected in odd-numbered years; four (4) members to serve a term of two (2) years and to be elected in even-numbered years; and the Academic Development Centre's Faculty Development Coordinator or designee who shall sit as a non-voting ex officio member.

10.14.2 The Chair of the Professional Development Committee shall be a ~~tenured or tenurable~~ Regular Member of the Association, elected by the Committee from among its elected members.

Commented [MP40]: Rationale: tenured/tenurable requirement is unnecessary and is recommended to be removed by the Professional Development Committee.

10.14.3 The Professional Development Committee shall encourage and facilitate professional development of Regular and Associate Members of the Association, with a focus on promoting excellence in teaching.

10.14.4 The Professional Development Committee shall organize and promote seminars, workshops, courses and other activities related to professional development, including supporting scholarship.

~~10.14.4 The Professional Development Committee shall annually recommend to the Executive Board a member to represent the Association on the ACIFA Professional Affairs Committee.~~

Commented [m41]: Rationale: see comment in Article 4.

10.15 PROFESSIONAL STANDARDS AND ETHICS COMMITTEE

10.15.1 The Professional Standards and Ethics Committee shall consist of the ~~Executive Assistant~~ Senior Administrative and Faculty Relations Officer of the Association and seven (7) Regular Members of the Association in good standing: the Member at Large and six (6) elected members, at least three (3) of whom shall be tenured, 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.

10.15.2 The Professional Standards and Ethics Committee shall select a Chair from among its members

10.15.3 The Professional Standards and Ethics Committee shall recommend, develop and offer opportunities for faculty development and training in the areas of academic governance, parliamentary procedure, leadership, conflict resolution and mediation, labour relations, professional conduct, the Association's Code of Ethics, and in other areas that the committee considers to be within its mandate.

10.15.4 The Professional Standards and Ethics Committee shall develop and recommend information resources on the interpretation of the Code of Ethics and Committee Accountability articles of these Bylaws.

10.15.5 The Professional Standards and Ethics Committee shall prepare an annual report describing the events which have been organized during the year.

10.16 SOCIAL EVENTS COMMITTEE

10.16.1 The Social Events Committee shall consist of the Faculty Centre Coordinator, the ~~Executive Assistant~~ Senior Administrative and Faculty Relations Officer who shall be a nonvoting member, and six (6) Regular Members of the Association in good standing: three (3), at least one (1) of whom shall be a

contract member, 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.

10.16.2 The Social Events Committee shall select a Chair from among its elected members.

10.16.3 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.

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

10.17 COLLECTIVE BARGAINING ADVISORY COMMITTEE

10.17.1 The Collective Bargaining Advisory Committee shall consist of up to seven (7) Regular Members in good standing appointed by the Executive Board to serve until the conclusion of the subsequent round of collective bargaining.

10.17.1.1 The Executive Board shall call for expressions of interest for appointment to the Committee following each round of collective bargaining.

10.17.1.2 When making appointments, the Executive Board shall consider diversity of membership on the Committee, including with respect to considerations specified in the Committee's Charter.

10.17.2 The Collective Bargaining Advisory Committee shall select a Chair from among their own members.

10.17.3 The Collective Bargaining Advisory Committee shall offer advice to the Negotiating Committee on collective bargaining issues, including any issues about which the Negotiating Committee has requested advice, as the Negotiating Committee engages in collective bargaining, and as the Negotiating Committee prepares for collective bargaining in both non-bargaining and bargaining years.

~~10.16.4~~10.17.4 At the request of the Negotiating Committee, the Collective Bargaining Advisory Committee shall review and offer advice with respect to draft statements of interest of the Association, statements of interest of the Board of Governors, and bargaining proposals.

Commented [m42]: Rationale: building on the success of the model of the ad hoc CBAC in this 2018 round, as well as advisory models from other Canadian Universities such as UNB and Western, it is proposed that the CBAC become a standing committee of the Association. Our large and diverse faculty requires that a broad range of perspectives be considered by the Negotiating Committee as it examines the details of potential or actual interests and proposals, not only in preparation for bargaining but during each round. Membership on CBAC also presents an opportunity for members to learn more about the collective bargaining process.

Like for all committees, additional details will be included in the CBAC Charter as approved and amended from time-to-time by the Executive Board. It is important to note that members of CBAC will be bound by the same confidentiality requirements as for the Negotiating Committee, and also that the CBAC's work is purely advisory in support of the Negotiating Committee (the CBAC is not authorized to represent the Association, and its members do not engage in collective bargaining). The striking of the CBAC is not to reduce or replace the solicitation of members' interests (e.g. through the Negotiating Committee visits to departments, through the negotiations survey, etc.) in advance of each round of collective bargaining.

In accordance with the CBAC Charter, diversity considerations include diversity with respect to gender, category of appointment (e.g. contract faculty; laboratory instructors, etc.), home faculty or unit, and membership in equity-seeking groups (e.g. including persons with disabilities, indigenous peoples, members of racialized groups, and members of the LGBTQ2S+ communities).

11. COMMITTEE ACCOUNTABILITY

11.1. GENERAL PRINCIPLES

Committee service is essential to the governance and operation of the Association and, pursuant to the Ethics articles of these Bylaws, committee service is an ethical responsibility of full-time members. Members 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 Committee members 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 committees of the Association, including the Negotiating Committee and the Executive Board, are accountable to the Regular Members of the Association.
- 11.2.3 Members of any committee elected by the membership or appointed by the Executive Board are accountable to the Regular Members of the Association.
- 11.2.4 Members of any committee elected by other means are accountable to the electors.
- 11.2.5 Members of any committee appointed by the Board of Governors, the University, or other process are accountable to the University as a whole and to 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 be 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 16.2.2.3 defines ethical conduct in relation to other members of the Association.

- 11.3.4.1 Without limiting the scope, discussions related to a particular individual include those involving hiring, tenure, 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, including members of joint committees with the Board and members appointed to University committees as Association representatives, 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

- 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 AND STANDING COMMITTEE CHAIR ELECTIONS

Commented [m43]: Rationale: see comments in Article 10.

12.1.1 Article 12.1 shall apply to the election of the Executive Board, and to the election of the Chairs of Standing Committees named in Article 10.1.5.

~~12.1.1~~ 12.1.2 A member of the Association shall not be eligible as a candidate for membership on the Executive Board of the Association if a leave from the University of longer than sixty (60) working days is anticipated during the term of membership on the Executive Board or as Standing Committee Chair.

~~12.1.2~~ 12.1.3 The members of the Executive Board ~~of the Association~~ and the Standing Committee Chairs shall be elected at the Annual General Meeting. Advance online polling shall be provided ~~for the position of Contract Member Representative as per Article 12.1.4~~ in accordance with the provisions of Article 12.1.6.

~~12.1.3~~ 12.1.4 Voting at the Annual General Meeting 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.

~~12.1.4~~ 12.1.5 Elections shall take place in the following order:

12.1.5.1 In each odd-numbered year: Vice-President, Negotiations, Vice-President, Policy and Senior Grievance Officer, Academic Liaison Officer, and the Advocacy Officer.

Commented [MS44]: See comment in Article 9.4.

~~12.1.4.1~~ 12.1.5.1.1 Notwithstanding the above, in 2018 the Vice-President, Policy and Senior Grievance Officer shall be elected for a term of office of one (1) year.

~~12.1.4.2~~12.1.5.2 In each even-numbered year: President, Communications Officer, Treasurer, Contract Member Representative, and the Member at Large.

~~12.1.3.3~~ The Vice President, Policy and Senior Grievance Officers shall be elected every three years.

~~12.1.5~~12.1.6 Advance online polling for the position of Contract Member Representative shall be available to Contract Members. Voting shall take place by the online voting software approved by the Executive Board, and shall be under the supervision of the Chief Returning Officer and his/her Deputies. Each advance voter shall be recorded by the online voting software, and these members shall be marked as ineligible to vote by paper ballot at the Annual General Meeting. Online voting shall begin four working days prior to the Annual General Meeting and shall close two (2) working days prior to the Annual General Meeting. During those two days, online voting shall be open continuously. A member shall be entitled to vote in advance of the Annual General Meeting, by request, during an advance voting period established by the Executive Board. This period shall comprise two (2) working days between the close of nominations and the second last working day before the Annual General Meeting. Advance voting shall be conducted by paper balloting, electronic balloting, or by some other method of voting as determined by the Executive Board. Advance voting shall be conducted in accordance with the Association's Voting Policy.

Commented [MP45]: Rationale: until now, advance voting has only been available to contract members voting for the Contract Member Representative. In accordance with strong democratic principles, it is important to provide a reasonable option for advance voting in executive elections for those who request it.

~~12.1.6~~12.1.7 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 Enterprise and Advanced Education, pursuant to Article 9.11.3.

~~12.1.7~~12.1.8 Candidates for members of the Executive Board shall be nominated seven (7) working days prior to the Annual General Meeting by the Chief Returning Officer, upon receipt of a signed nomination form from a Regular Member in good standing. Nominations shall open no later than twenty (20) working days prior to the Annual General Meeting.

~~12.1.8~~12.1.9 Each candidate shall submit no later than the close of nominations a campaign statement for distribution to the membership by the Chief Returning Officer.

~~12.1.9~~12.1.10 The Chief Returning Officer shall organize an all-candidates forum to be held between the close of nominations and the opening of ~~voting at the Annual General Meeting~~ advance polling. All candidates, including those for any uncontested positions, are expected to attend.

~~12.1.10~~12.1.11 A candidate shall be elected by a simple plurality. In the case of a single candidate, the candidate shall 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

~~12.1.11~~12.1.12 The Chief Returning Officer shall vote and then keep the ballot in a sealed envelope. The Chief Returning Officer's vote for any specific position shall be counted only if it is needed to break a tie; if it is not needed, the envelope and ballot(s) shall be destroyed.

~~12.1.12~~12.1.13 Candidates shall be entitled to appoint scrutineers for the period of voting and the counting of ballots for their position.

~~12.1.13~~12.1.14 The Chief Returning Officer shall declare only which candidates are elected, and then move that ballots be destroyed.

12.2 STANDING COMMITTEES MEMBER ELECTIONS

12.2.1 Article 12.2 shall apply to the election of members of Standing Committees, except for the election of Standing Committee Chairs as set forth in Article 12.1.1.

12.2.2 Except as set forth in Article 12.2.1.1, C~~candidates for membership on non-Association committees, including joint committees with the University, and on Standing Committees of the Association, except for the Negotiating Committee and 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 by the deadline indicated on the nomination form or from the floor at the Annual General Meeting.

12.2.1.1~~12.2.2.1~~ Candidates for membership on the Negotiating Committee shall be nominated by the Chief Returning Officer upon receipt of a signed nomination form from a Regular Member in good standing by the deadline indicated on the nomination form. Nominations shall not be accepted from the floor at the Annual General Meeting.

~~12.2.2~~12.2.3 A member of the Association may be a candidate for membership on a maximum of two (2) Standing Committees of the Association or joint committees with the University, concurrently. A member of the Association shall not be eligible as a candidate for membership on a Standing Committee of the Association or a joint committee with the University if a leave from the University of longer than sixty (60) working days is anticipated during the term of membership on the committee.

~~12.2.3~~12.2.4 The Chief Returning Officer shall withdraw a candidate's nomination upon receiving the candidate's written request, or upon the candidate's request at the Annual General Meeting.

~~12.2.4~~12.2.5 Each candidate shall submit no later than 5 p.m. of the working day before the commencement of voting a campaign statement for distribution to the membership by the Chief Returning Officer.

~~12.2.5~~12.2.6 Voting shall take place by the online voting software approved by the Executive Board or by secret paper ballot in the Faculty Centre, as determined by Regular Resolution of the Membership or as determined by the Executive Board in the case of a by-election called pursuant to Article 13.1, and shall be under the supervision of the Chief Returning Officer and his/her Deputies. Each voter shall be recorded by the online voting software or shall sign a list indicating receipt of a secret paper ballot. Paper ballots shall be clearly marked.

~~12.2.6~~12.2.7 Voting shall take place on two (2) consecutive working days as determined by Regular Resolution of the Membership or as determined by the Executive Board in the case of a by-election called pursuant to Article 13.1. During those two days, online voting shall be open continuously and voting in the Faculty Centre shall be open from 9 a.m. to 5 p.m. ~~Additional hours of~~

~~voting 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.~~

~~12.2.7~~ 12.2.8 Candidates shall be elected by a simple plurality. Where there are both one and two year terms, the elected candidates receiving the higher vote counts shall be elected to two year terms, unless requested otherwise by a candidate.

~~12.2.8~~ 12.2.9 Candidates shall be entitled to appoint scrutineers for the period of voting and the counting of paper ballots and combining this count with the result of the online voting for their position.

~~12.2.9~~ 12.2.10 The Chief Returning Officer shall vote and then keep the ballot in a sealed envelope. The Chief Returning Officer's vote for any specific position shall be counted only if it is needed to break a tie; if it is not needed, the envelope and ballot(s) shall be destroyed.

~~12.2.10~~ 12.2.11 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~~ Article 13.1, in which case persons elected shall take office immediately.

~~12.2.11~~ 12.2.12 The Chief Returning Officer shall declare only which candidates are elected, and then move at the next Regular Meeting that ballots be destroyed.

~~12.2.12~~ 12.2.13 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 Board as a consideration in making committee appointments in accordance with Article 13.1.

~~12.3~~ NEGOTIATING COMMITTEE

~~Candidates for membership on the Negotiating Committee shall be nominated by the Chief Returning Officer, upon receipt of a signed nomination form from a Regular Member in good standing by the deadline indicated on the nomination form. Nominations shall not be accepted from the floor at the Annual General Meeting.~~

Commented [MS46]: Rationale: moved above for greater clarity.

~~12.4~~ 12.3 CHIEF RETURNING OFFICER

~~12.4.1~~ 12.3.1 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~~ who are not themselves candidates.

13. REMOVAL, RESIGNATION AND APPOINTMENT

13.1 STANDING COMMITTEE VACANCIES

13.1.1 In the case of a vacancy in the position of Chair of a Standing Committee named in Article 10.1.5, the Executive Board shall follow the same process as for Executive Board vacancies as set forth in Article 13.2.3. During the period of vacancy, the Executive Board may appoint a member of the Committee to serve as Acting Chair.

~~13.1.1~~ 13.1.2 Except as set forth in Article 13.1.1, in the event of a member resigning or otherwise vacating a committee position, or in the event of a new committee requiring Regular Members being struck, or in the event of vacant positions remaining following annual committee elections, the Executive Board shall appoint members or conduct a by-election in accordance with the committee election procedures outlined in Articles 12.2.32 to 12.2.132, with the exception of Article 12.2.10, except where the positions are on the Executive Board. In the event of a by-election, candidates shall be nominated one (1) working day prior to the period of voting by the Chief Returning Officer, upon receipt of a signed nomination form from a Regular Member in good standing. The Executive Board shall not be required to appoint a member or conduct a by-election when a vacancy occurs within one hundred and twenty (120) working days before the Annual General Meeting. Should a by-election not result in a vacant position being filled, the Executive Board may appoint a member or may leave the position vacant until the next annual committee election.

~~In the event of a member resigning or otherwise vacating a committee position, or in the event of new committees or sub-committees requiring Regular Members being struck, or positions being created, or in the event of vacant positions remaining following annual committee elections, the Executive Board shall appoint members or conduct a by-election in accordance with the committee election procedures outlined in Articles 12.2.2 to 12.2.12, with the exception of Article 12.2.10, except where the positions are on the Executive Board. In the event of a by-election, candidates shall be nominated one (1) working day prior to the period of voting by the Chief Returning Officer, upon receipt of a signed nomination form from a Regular Member in good standing. The Executive Board shall not be required to appoint a member or conduct a by-election when a vacancy occurs within one hundred and twenty (120) working days before the Annual General Meeting. Should a by-election not result in a vacant position being filled, the Executive Board may appoint a member or may leave the position vacant until the next annual committee election.~~

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 of any other Executive Board vacancy, the Executive Board shall:
- 13.2.3.1 Appoint a member to a position with less than six (6) months remaining in the term of office; or
 - 13.2.3.2 Conduct a by-election at a Special Meeting called for that purpose, or as part of the general election at the Annual General Meeting, within twenty (20) working days of the vacancy occurring for a position with six (6) months or more 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

13.3.1 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 deemed to have abandoned the office or position if the member ceases to participate in the business of that body. Being absent from three (3) consecutive meetings without having sent regrets to the Chair 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 the office or position according to the process described in Article 13.3.3:

13.3.2.1 if the member has been deemed to have abandoned the office or position according to Article 13.3.1;

13.3.2.2 for reason of gross neglect of the duties specified in these Bylaws.

13.3.3 Removal of a member of the Executive Board or a committee 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, as described in Article 13.3.4;

13.3.3.2 ~~A finding by the Ethics Committee removing the individual from an office or position~~(Article empty); or

13.3.3.3 A two-thirds vote by the Executive Board.

13.3.3.3.1 A member subject to an Executive Board vote for removal shall be entitled to attend an Executive Board meeting to address the reasons for the vote. The member shall receive at least three (3) working days' notice of this meeting and may be accompanied by another Regular Member in good standing for support. If the member disputes the vote, the Executive Board shall only proceed according to the process of Article 13.3.4.

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

13.3.4.1 The petitioners shall at the same time present in writing the case and the evidence for conducting a vote of non-confidence for abandonment or gross neglect of duties.

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 Chief Returning Officer. The Executive Board shall within seven (7) working days of receipt of the petition issue notice for a Special Meeting to consider the motion.

Commented [m47]: Rationale: this is no longer a committee of the Association, as of Bylaw amendments made at the 2017 AGM. Note also that Article 17 is currently suspended.

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

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

13.3.5 In the event of the removal of a member of the Executive Board or of a committee, that member's office or position shall be considered vacant and shall be filled in accordance with Article 13.1 or 13.2.

14. RATIFICATION OF AGREEMENTS

AGREEMENTS AND RATIFICATION

14.1. The Executive Board has the exclusive authority to cause the Association to bargain collectively on behalf of the academic staff and to bind them to a collective agreement. The Executive Board may delegate the collective bargaining function to the Negotiating Committee pursuant to Article 10.12.

14.2. The Executive Board shall inform the Board of Governors at the outset of each round of collective bargaining, in writing, that the Executive Board's agreement to Collective Agreement amendments and renewals is subject to ratification by the Regular Members of the Association.

14.3. Ratification shall be by Special Resolution of the Membership with voting conducted by secret electronic ballot using the online voting software approved by the Executive Board, or by secret paper ballot in the Faculty Centre. Voting shall open no later than three (3) working days following a Special or Extraordinary Meeting called to consider the proposals. Voting shall take place on two (2) consecutive working days. During those two days, online voting shall be open continuously from 9 a.m. on the first day to 5 p.m. on the second day, or voting in the Faculty Centre shall be open from 9 a.m. to 5 p.m. each day. Notwithstanding anything else in these Bylaws, all Regular Members (including Regular Members not in good standing) are eligible to vote in collective agreement amendment and renewal ratification votes.

14.4. When the Executive Board is prepared to conclude a collective agreement, the President and the Vice-President, Negotiations shall sign the Collective Agreement on behalf of the Executive Board. When the Vice-President, Negotiations is not the Chair of the Negotiating Committee, the Executive Board may delegate the Vice-President's signing function to the Chair of the Negotiating Committee.

~~13.0 — While 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 Memorandum of Agreement be accepted or rejected by the Regular Members.~~

~~13.0 — Upon an agreement being reached between the Negotiating Committee and the Board of Governors' Negotiating 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 procedures for voting on the proposed agreement.~~

Commented [m48]: Rationale: this article has been reviewed and rewritten, in light of recent statutory changes, and in consultation with the Association's legal counsel.

~~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-fourths majority vote of those present and entitled to vote at a Special, ~~Regular~~ or Annual General 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.

Commented [m49]: Rationale: the inclusion of Regular Meetings in this article was inconsistent with other articles of these Bylaws – decisions about borrowing power must be made at either Special Meetings or at the Annual General Meeting.

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, or to interest bearing securities issued by a ~~Canadian~~ Chartered Bank, ~~up to the maximum amount insured by the Canadian Deposit Insurance Corporation.~~

Commented [m50]: Rationale: in consultation with the Treasurer, it has been proposed that the requirement to limit the securities to a maximum amount insured by CDIC is not really necessary. Canadian banks are sound and there is little or no likelihood of there being a bank failure in Canada. By keeping the securities small deprives the MRFA from earning a slightly higher return.

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) which exceeds a term of one (1) year shall be purchased without prior approval of the Executive Board.

15.3 FISCAL YEAR END

15.3.1 The fiscal year of the Association shall end on March 31 of each calendar year.

15.3.2 Audited financial statements as at March 31 and for the year then ended shall be presented to the membership no later than the September Regular Meeting of the Association.

15.4 BUDGET

15.4.1 Any proposed expenditure by a Standing Committee on ~~travel~~, accommodation or food and beverages for committee members shall first be ~~approved~~ by the Executive Board.

Commented [m51]: Rationale: for consistency with the Association policy.

15.4.2 Budgeted financial statements comprising a Balance Sheet and Income Statements for the current fiscal year ended March 31 shall be presented to and approved by the membership at the Annual General Meeting of the Association.

15.5 CONTINGENCY FUND

15.5.1 The Association shall maintain a contingency fund of up to \$2,100,000 restricted for the purpose of paying professional fees, including for legal counsel and written legal opinions, resulting from costs associated with the maintenance of members' professional welfare, and for paying costs associated with grievances and rights arbitrations, ~~enhanced mediation~~ and interest arbitration resulting from failure to reach agreement in collective bargaining, strikes and lockouts, litigation, Labour Relations Board hearings, and any emergency expenses as determined and authorized by the Executive Board.

Commented [m52]: Rationale: with the move to the labour code, the term "mediation" refers to a greater set of practices than just "enhanced mediation" as contemplated in the Collective Agreement.

15.5.2 Where possible money should be allocated to this fund each year if the fund is less than ~~\$2,000,000~~.

Commented [m53]: Rationale: the \$200,000 target in place was insufficient, and is now especially so in light of the return of the right to strike and of the employer to lock-out.

15.5.3 The Executive Board is authorized to make payments from this fund for ~~professional fees resulting from actions outlined above~~ the purposes set forth in Article 15.5.1.

Commented [m54]: Rationale: this language of this article was not updated correctly when the language of Article 15.5.1 was updated previously.

15.6 BUILDING FUND

15.6.1 The Association shall maintain a Building Fund restricted solely for the purpose of carrying out construction, renovation, maintenance and improvement projects related to the Faculty Centre, including the purchase and replacement of tangible assets such as furnishings and equipment.

15.6.2 All funds raised by borrowing, ~~special dues levy~~ or budget decision for the express purpose of construction or renovation shall be allocated to this restricted fund.

Commented [m55]: Rationale: for consistency with the language elsewhere in the Bylaws.

15.6.3 Where possible and when there is no outstanding Association debt related to ~~construction or renovation~~ projects as set forth in Article 15.6.1, money should be allocated to this fund each year until the fund has a balance of \$35,000.

15.6.4 The Executive Board is authorized to make payments from this fund for direct costs associated with ~~construction, renovation maintenance and improvement related to the Faculty Centre~~ projects as set forth in Article 15.6.1.

15.6.5 The Faculty Centre Management Committee is authorized to make expenditures from this fund, up to \$2,000 annually, related to the maintenance and improvement of the Faculty Centre and shall recommend expenditures in excess of \$2,000 to the Executive Board.

15.7 OPERATING FUND

15.7.1 The Association shall maintain an unrestricted Operating Fund for the purpose of carrying out normal operations, within the planning framework of the approved annual operating budget, pursuant to Article 15.4.2.

15.7.2 Where possible, the Executive Board shall aim to maintain the fund's fiscal year-end balance at approximately 50% of the expenses budgeted for the subsequent year. ~~Annual surpluses~~ Balances in excess of this amount shall ~~normally~~ be redirected to the Building and/or Contingency Fund.

Commented [m56]: Rationale: reworded to clarify the intent, consistent with the preceding sentence.

16. CODE OF ETHICS

This article first describes the principles upon which the Code of Ethics is based. The Code itself begins at Article 16.1.

EXECUTIVE SUMMARY

We, the members of the MRFA, assert the following as our code of ethics.

1. **Responsibility:** We have a duty to fulfill our obligations, both written and implied, and to accept responsibility for the consequences of the decisions we make as scholars, teachers, and members of the academic community.
2. **Respect for Oneself and Others:** We have a duty to respect others and a right to respect from others. We accept our leading role in teaching respect for all human beings, regardless of race, religion, gender, sexual orientation, and other categorizations that can be used as a basis for discrimination.
3. **Fairness:** We have a duty to be fair in our dealings with others and a right to be treated fairly.
4. **Truth and the Advancement of Knowledge:** We acknowledge that the concept of truth is itself part of academic inquiry. We agree to conduct our scholarship and teaching in good faith, to be judged by the highest standards in our respective disciplines, and to apply ourselves to the advancement of knowledge in our scholarship and teaching.
5. **Academic freedom:** We have the right to academic freedom, the duty to exercise and defend that right, and the obligation to encourage it in institutional and civic life.
6. **Excellence:** As teachers, scholars, counsellors, librarians, office-holders within the University, and members of the Mount Royal University community, we commit to maintaining the standards of excellence expected of us by our students, our fellow scholars and ourselves.

PREAMBLE

Professionals are self-governed both as groups and as individuals. As higher educational professionals, we assume a variety of roles and sometimes face competing demands that arise from conflicting duties. The challenge of discharging these diverse duties and of maintaining high standards of conduct cannot be met by merely following a list of rules. We need a framework for conceiving of professionalism in higher education that will help us determine for ourselves how we should act in particular situations.

This code rests on the belief that, in order to consistently and correctly determine professional standards of conduct, one must understand upon what those standards are based. Therefore, although the code guides by identifying standards of professional conduct, it also serves an educative function by showing how they are derived and justified. Rather than merely regulating with a limited set of rules, the code consists of a framework of core values, ethical principles, rights, duties, and standards of ethical conduct that define the concept of professionalism in higher education. Through identifying the deeper bases of standards of conduct, it articulates and defends an ideal of the higher educational professional. Thus, in addition to offering a framework which can help members think through the specific ethical challenges that we face, this code intends to contribute to the social milieu in which members

of the Association independently endorse, and mutually reinforce, the promotion of the shared values that provide meaning and direction to our work.

As a proud association of equal, autonomous, and responsible professionals, the members of the Mount Royal Faculty Association are united in our resolve to promote these basic values and commitments and thereby maintain the highest standards of professional conduct.

FOUNDATIONAL VALUE: PROMOTING THE COMMON GOOD

The purpose of ethics is to promote the good of individuals. The welfare of specific individuals taken together is the common good. Since higher educational professionals collectively share a general commitment to promote the common good, higher education is an ethical enterprise. Promoting the common good both justifies, and helps to generate, the set of specific values that collectively define professionalism in higher education.

SPECIFIC CORE VALUES

The core ethical values of responsibility, respect for oneself and others, and fairness are generated by the fundamental goal of promoting the common good. The core values of truth and the advancement of knowledge, academic freedom, and excellence arise from the unique character of the higher education mission. Together these six specific values constitute the basis of higher educational professionalism.

THE SIX CORE VALUES OF HIGHER EDUCATIONAL PROFESSIONALISM

1. Responsibility
2. Respect for Oneself and Others
3. Fairness
4. Truth and the Advancement of Knowledge
5. Academic Freedom
6. Excellence

ETHICAL PRINCIPLES

Ethical principles are derived from ethical values, which may be too imprecise to guide behaviour. Ethical principles express ideal standards of behaviour and we should view them as providing us with reasons for acting. Principles have weight or importance and, although they may not determine decisions for us, they can incline those decisions one way or another. As life is often complex, the weight particular ethical principles carry will vary depending on the specific circumstances in which we find ourselves.

The following general ethical principles are derived from the core values of higher educational professionalism. They express standards of professional conduct and generate our specific rights and duties.

1. VALUE: RESPONSIBILITY

Ethical Principle: Higher educational professionals should take responsibility for their decisions and actions, especially as these decisions and actions impact the interests of others.

2. VALUE: RESPECT FOR ONESELF AND OTHERS

Ethical Principle: Higher educational professionals should have and show respect for themselves and others.

3. VALUE: FAIRNESS

Ethical Principle: Higher educational professionals should be fair and, be seen to be fair, in their dealings with others.

4. VALUE: TRUTH AND THE ADVANCEMENT OF KNOWLEDGE

Ethical Principle: Higher educational professionals should seek the truth and be committed to the advancement of knowledge.

5. VALUE: ACADEMIC FREEDOM

Ethical Principle: Higher educational professionals should act to safeguard academic freedom.

Academic freedom encompasses a range of more specific freedoms including freedom of inquiry, freedom of thought, freedom of expression, freedom of association, and freedom of assembly. Together these freedoms form the basis of the higher educational enterprise by making the search for truth and the advancement of knowledge possible. For this reason, insofar as truth and the advancement of knowledge are valuable, so too is academic freedom. Just as we need freedom in our individual lives, we need it to discover how best to advance our common interests. Apart from its instrumental value, academic freedom is required for professional respect because autonomy is a pre-condition of responsibility and responsibility is required for self-respect. Self-esteem in our working lives depends upon us being able to take credit for our successes and this, in turn, is dependent upon us being free to make our own academic choices and decisions.

We regard the set of freedoms that constitute academic freedom as fundamental Charter rights, each of which generates corresponding duties. Although each of these rights and duties are valuable, the right to dissent and the corresponding duty to respect such dissent warrant special attention. The pursuit of truth is a social venture that crosses generational and national boundaries. Individuals do not advance knowledge in a vacuum. Moreover, since none of us are infallible, none of us can determine what others should believe. The truth will most likely emerge in an environment in which individuals are free to express and defend their views without fear of threat or reprisal. This right to freedom of expression includes the right to responsible dissent. In a climate in which opinions are vigorously debated and challenged, the justification for those opinions can emerge. An understanding of the justification for certain truths is required to ensure that those truths will not be held as prejudices, putting their meaning in danger of being lost. The right to dissent and the corresponding duty to respect dissent are necessary to ensure that the truth will emerge and remain vital. Since the scope of the freedoms that constitute academic freedom is the measure of the maturity and vitality of a society, and since they so directly bear on the pursuit of truth and the advancement of knowledge, higher educational professionals have a unique, fundamental duty to safeguard these freedoms and to educate society about their importance to the common good.

6. VALUE: EXCELLENCE

Ethical Principle: Higher educational professionals should seek excellence in their work.

16.1. ETHICAL STANDARDS

The following ethical standards are derived from the core values and ethical principles stated above. They pertain to the specific roles we assume as colleagues, teachers, scholars and researchers, and administrators, and as members of our wider communities, including Mount Royal University, our disciplines and professions, and broader civil society.

These standards shall apply to all Regular Members of the Association. Failure to adhere to these standards may result in an ethics complaint in accordance with Article 17: Code of Ethics Procedures.

16.2. RESPONSIBILITIES AND RIGHTS AS COLLEAGUES

16.2.1. Responsibility

16.2.1.1. We have a duty to be accountable for the impact that our decisions and actions have on our colleagues.

16.2.1.2. We have a duty to honour and uphold all agreements adopted by the Association and all verbal and written agreements among ourselves with respect to our professional responsibilities and obligations.

16.2.1.3. We have the right to speak on behalf of the Association only if we have the informed consent of the Association or its Executive Board.

16.2.2. Respect

16.2.2.1. We have a duty to treat our colleagues with respect.

16.2.2.2. We have a duty to be respectful of our differences and diversity.

16.2.2.3. We have a duty to maintain our colleagues' privacy and to keep confidential all information learned about a colleague during participation in the work of committees or other work-related activities, except where disclosure is justly required as part of that work. This duty extends to confidential information learned about third parties who are not members of the Association.

16.2.2.4. We have a duty not to divulge confidential information pertaining to Association affairs, except as required by law or by consent of the Association.

16.2.3. Fairness

16.2.3.1. We have a duty to judge our colleagues without bias or prejudice.

16.2.3.2. We have a duty to evaluate the work and efforts of our colleagues fairly and objectively and to make professional assessments on the basis of merit to the best of our abilities.

16.2.3.3. We have a duty to act in good faith in our dealings with our colleagues.

16.2.3.4. We have a duty to avoid conflicts of interest and to fully and appropriately disclose any potentially conflicting obligations in our dealings with our colleagues.

16.2.4. Truth and the Advancement of Knowledge

- 16.2.4.1. We have a duty to be truthful with, and in our dealings about, our colleagues.

16.2.5. Academic Freedom

- 16.2.5.1. We have a duty to protect the academic freedom of our colleagues and to encourage their freedom of inquiry. This includes respect for our colleagues' right to dissent and to express views with which we disagree.

- 16.2.5.2. We have the right to academic freedom.

16.2.6. Excellence

- 16.2.6.1. We have a duty to maintain high standards of collegiality.

- 16.2.6.2. We have a duty to encourage each other to abide by this code.

16.3. RESPONSIBILITIES AND RIGHTS AS TEACHERS

16.3.1. Responsibility

- 16.3.1.1. We have a duty to be accountable for the impact that our decisions and actions have on our students.

16.3.2. Respect

- 16.3.2.1. We have a duty to treat our students with respect, to be mindful of the position of power we occupy, and to uphold a professional relationship with them.

- 16.3.2.2. We have a duty to be respectful of our diversity and to be tolerant of differences between our students and ourselves, and those among our students.

- 16.3.2.3. We have a duty to maintain students' privacy and to keep confidential all information learned about a student, except where it is given to a colleague for the purpose of aiding or evaluating the academic progress of the student, where maintaining privacy might be contrary to the interests of the Mount Royal University community, or where it is given with the prior consent of the student.

16.3.3. Fairness

- 16.3.3.1. We have a duty to judge our students without bias or prejudice.

- 16.3.3.2. We have a duty to evaluate the work and efforts of our students fairly and objectively and to make professional assessments on the basis of merit to the best of our abilities.

16.3.4. Truth and the Advancement of Knowledge

16.3.4.1. We have a duty to protect and promote academic freedom in our classrooms, including by fairly considering a broad range of views and opinions

16.3.4.2. We have a duty to promote academic honesty and integrity in our courses.

16.3.5. Academic Freedom

16.3.5.1. We have a duty to protect the academic freedom of our students and to encourage their freedom of inquiry. This includes respect for our students' right to dissent and to express views with which we disagree.

16.3.6. Excellence

16.3.6.1. We have a duty to maintain high standards of teaching expertise and appropriate, discipline-specific standards of intellectual rigor in our courses.

16.3.6.2. We have the right to engage in professionally recognized and appropriate development activities in order to enhance our performance as teachers.

16.4. RESPONSIBILITIES AND RIGHTS AS SCHOLARS AND RESEARCHERS

16.4.1. Responsibility

16.4.1.1. We have a duty to be accountable for the impact that our decisions and actions have on our fellow researchers and scholars.

16.4.1.2. We have a duty to be accountable for the use of any funds awarded to us as researchers and scholars by Mount Royal University or external granting agencies. We have a duty to allocate or spend these funds responsibly.

16.4.2. Respect

16.4.2.1. We have a duty to respect and promote the ethics of research involving humans or animals.

16.4.3. Fairness

16.4.3.1. We have a duty to judge our fellow researchers and scholars without bias or prejudice.

16.4.3.2. We have a duty to evaluate the work of our fellow researchers and scholars fairly and objectively and to make professional assessments on the basis of merit to the best of our abilities.

16.4.3.3. We have a right as researchers, scholars, and experts to pursue outside interests consistent with our primary obligations to Mount Royal University.

16.4.3.4. We have a duty to avoid conflicts of interest and to fully and appropriately disclose any potentially conflicting obligations in the course of our research and scholarship.

16.4.3.5. We have a duty to avoid using any advances in knowledge that we have gained as a result of access to confidential information obtained in our capacity as a peer reviewer or referee, or any other position of trust and authority, unless we have the permission of the author.

16.4.4. Truth and the Advancement of Knowledge

16.4.4.1. We have a duty to base our research and scholarship on advancing knowledge in good faith.

16.4.4.2. We have a duty to acknowledge any creative or academic contributions that our colleagues and students make to the work that we produce.

16.4.5. Academic Freedom

16.4.5.1. We have a duty to protect and promote our own academic freedom and the academic freedom of our fellow researchers and scholars.

16.4.5.2. We have the right to academic freedom. This includes the right to freedom of inquiry, freedom of thought, freedom of expression, freedom of association, and freedom of assembly.

16.4.6. Excellence

16.4.6.1. We have a duty to maintain high standards as researchers and scholars.

16.4.6.2. We have the right to engage in professionally recognized and appropriate development activities in order to enhance our performance as researchers and scholars.

16.5. RESPONSIBILITIES AND RIGHTS AS ADMINISTRATORS, INCLUDING AS CHAIRS

16.5.1. Responsibility

16.5.1.1. We have a duty to be accountable for the impact that our decisions and actions have on those over whom we have authority, including students, staff, and faculty.

16.5.2. Respect

16.5.2.1. We have a duty to treat students, staff, and faculty with respect, to be mindful of the position of power we occupy, and to exercise our authority without making unreasonable, arbitrary, contradictory or retaliatory demands.

16.5.2.2. We have a duty to be respectful of our diversity and to be tolerant of differences among and between ourselves and students, staff, and faculty.

16.5.3. Fairness

16.5.3.1. We have a duty to avoid conflicts of interest and the appearance of conflicts of interest by not using our position for personal gain.

16.5.4. Truth and the Advancement of Knowledge

16.5.4.1. We have a duty to be truthful with, and in our dealings about, those over whom we have power.

16.5.5. Academic Freedom

16.5.5.1. We have a duty to protect and promote academic freedom, including a duty to respect and encourage responsible dissent.

16.5.6. Excellence

16.5.6.1. We have a duty to maintain high standards of leadership and managerial competence.

16.6. RESPONSIBILITIES AND RIGHTS AS MEMBERS OF MOUNT ROYAL UNIVERSITY

16.6.1. Responsibility

16.6.1.1. We have a duty to be accountable for the impact that our decisions and actions have on Mount Royal University's stakeholders.

16.6.1.2. We have a duty to participate in development of, and to abide, by Mount Royal University policies and agreements, and to discharge our duties fairly and in good faith, mindful of our responsibilities to Mount Royal University's stakeholders.

16.6.2. Academic Freedom

16.6.2.1. We have a duty to protect and promote academic freedom at Mount Royal University.

16.6.3. Excellence

16.6.3.1. We have a duty to seek reforms which would improve Mount Royal University.

16.6.3.2. Full-time members have a duty to participate in the governance and administration of Mount Royal University at the Board of Governors, Association, Faculty, department and other levels, provided that this participation is consistent with the member's primary responsibilities and individual abilities.

16.7. RESPONSIBILITIES AND RIGHTS AS MEMBERS OF OUR BROADER ACADEMIC COMMUNITIES AND ORGANIZATIONS

16.7.1. Responsibility

16.7.1.1. We have a duty to be accountable for the use of any funds entrusted to us as occupants of positions of trust and authority in our professional bodies and associations. We have a duty to spend these funds responsibly.

16.7.1.2. We have the right to engage in the activities and governance of our professional bodies and associations, provided that exercising this right is consistent with the discharge of our primary responsibilities at Mount Royal University.

16.8. RESPONSIBILITIES AND RIGHTS AS MEMBERS OF CIVIL SOCIETY

16.8.1. Truth and the Advancement of Knowledge

16.8.1.1. We have a duty to be truthful about our qualifications and expertise, including when speaking on matters outside our professional expertise.

16.8.2. Academic Freedom

16.8.2.1. We have a duty to protect and promote academic freedom.

16.8.2.2. We have the right to academic freedom, including the right to exercise all of our academic freedoms off campus.

17. CODE OF ETHICS PROCEDURES

The Code of Ethics Procedures of these Bylaws are suspended.

17.1. DEFINITIONS

17.1.1. “Complainant” shall mean the Regular Member who alleges that another Regular Member has behaved unethically under Article 16: Code of Ethics.

17.1.2. “Respondent” shall mean the Regular Member alleged to have behaved unethically under Article 16: Code of Ethics.

17.1.3. “Complaint” shall mean a formal notice of alleged unethical behaviour prepared by the complainant.

17.1.4. “Third-party complaint” shall mean a complaint in which the respondent is alleged to have behaved unethically towards an employee of Mount Royal University who is not a Regular Member of the Association, an employee of the Association, or a student of Mount Royal University, or where there is no identifiable victim.

17.2. PRINCIPLES

17.2.1. These procedures shall be applied in support of, and in the spirit of, the MRFA Code of Ethics as defined in Article 16

17.2.2. These procedures shall be applied in accordance with the principles of natural justice and due process:

17.2.2.1. A respondent shall receive reasonable notice of a complaint and any subsequent proceedings.

- 17.2.2.2. A respondent shall have the right to see the evidence presented and to challenge that evidence.
- 17.2.2.3. All parties to a complaint shall be entitled to have a support person present during proceedings, such support person to be an MRFA Regular Member.
- 17.2.2.4. All parties to a complaint shall be entitled to a fair hearing, including:
 - a) a thorough, unbiased and non-discriminatory evaluation of the evidence;
 - b) a decision based on precisely relevant information, and only that information, presented during the proceedings;
 - c) a decision that relates evidence to the Code of Ethics;
 - d) a right to receive detailed reasons for the decision; and
 - e) a right to appeal.

17.2.3. Conflict of Interest

- 17.2.3.1. If the complainant or respondent is a member of the Ethics Committee, that member shall not serve on the panel established in accordance with Article 17.4.1.4 and shall not discuss the proceedings with other Committee members.
- 17.2.3.2. A complainant, respondent or member of the Ethics Committee may identify a potential conflict of interest among members of the Ethics Committee, doing so in writing to the members of the Ethics Committee. The Ethics Committee shall determine how to manage a real or perceived conflict of interest. Normally simple disclosure will be adequate to allow committee members to evaluate other members' arguments with respect to the case, but the Committee may consider placing constraints on participation.
- 17.2.3.3. In an appeal to the Executive Board, a complainant, respondent or member of the Executive Board may identify a potential conflict of interest among members of the Executive Board, doing so in writing to the members of the Executive Board. The Executive Board shall determine how to manage a real or perceived conflict of interest. Normally simple disclosure will be adequate to allow committee members to evaluate other members' arguments with respect to the case, but the Executive Board may consider placing constraints on participation.

17.3. COMPLAINTS

17.3.1. Notice of Complaint

- 17.3.1.1. The complainant shall present the complaint in writing to the respondent within ninety (90) working days of the alleged violation of the Code of Ethics.
- 17.3.1.2. The written complaint shall state

- a) the nature of the complaint, including the Article(s) alleged to have been violated;
- b) the name of the respondent;
- c) details of the time, date, and place or medium of the alleged violation;
- d) an affirmation that the charges are true and can be substantiated by documentation and/or testimony; and
- e) any requested remedies.

17.3.1.3. Either the complainant or the respondent may propose informal resolution of the complaint prior to its submission to the Ethics Committee.

17.3.1.3.1. In many instances, it might be helpful for the complainant to discuss the alleged unethical behaviour directly with the respondent.

17.3.1.3.2. The complainant and the respondent may agree to attempt to resolve the issue between themselves or by using a mutually agreed facilitator, such as the MRFA President or designee, the Chair of the Ethics Committee or designee, or another MRFA Regular Member.

17.3.1.3.3. Either party to an informal resolution may ask that a written record of that resolution be prepared, and this document may be considered in any future proceedings.

17.3.1.4. In the event that no satisfactory resolution is achieved within five (5) working days of presentation of the written complaint to the respondent, the complainant may file the complaint with the Chair of the Ethics Committee.

17.4. PROCEDURES

17.4.1. Role of the Ethics Committee

17.4.1.1. The Ethics Committee shall only hear a third-party complaint when the alleged unethical behaviour was towards a person who is not a Regular Member of the Association, and only with the consent of that person given by signature on the complaint, or where there is no identifiable victim.

17.4.1.2. The Ethics Committee shall not normally hear a subsequent complaint based on the same circumstances that gave rise to an earlier complaint if the earlier charge has gone to a consultative hearing. A complainant may initiate new charges if there are facts previously unknown to the complainant at the time of the hearing, or if there is a recurrence of incidents where a previous case was found to have merit. The Ethics Committee may deem a subsequent complaint frivolous or vexatious.

17.4.1.3. On receipt of a complaint, the Chair of the Ethics Committee shall request a written statement from the respondent addressing the

complaint. The statement will be delivered to the Ethics Committee, and a copy will be provided to the complainant, within five (5) working days.

- 17.4.1.4. The Ethics Committee shall form a panel of five members, including the Chair, to hear the complaint. In exceptional circumstances, the complaint may be heard by a panel of four members.
- 17.4.1.5. The panel may extend the time limits in these procedures where necessary.
- 17.4.1.6. The panel shall meet within fifteen (15) working days of receipt of the complaint to review the complaint and the written statement from the respondent.
- 17.4.1.7. The panel shall meet individually with the complainant and the respondent within twenty (20) working days of receipt of the complaint.
- 17.4.1.8. Within ten (10) working days of the last individual meeting, the panel shall decide whether to proceed to a consultative hearing and shall inform the complainant and the respondent in writing of its decision and the reasons for its decision. If the complaint does not fall within the jurisdiction of the Ethics Committee, the panel may suggest to the complainant possible alternative courses of action, such as are provided under the university's Personal Harassment and Human Rights policies.

17.4.2. The Consultative Hearing

- 17.4.2.1. In preparation for a consultative hearing, the panel 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 panel shall provide the complainant and respondent with a written record of the information.
- 17.4.2.2. The hearing shall begin no later than fifteen (15) working days after the decision to proceed to a consultative hearing. A minimum of five (5) working days' notice shall be given to participants required to attend.
- 17.4.2.3. The complainant, respondent and members of the panel are required to attend the hearing. At the discretion of the Ethics Committee, other Members of the Association may be required to attend.
- 17.4.2.4. The panel 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 panel.
- 17.4.2.5. The Chair of the Ethics Committee shall chair the hearing. All participants shall adhere to the principle of confidentiality. Language and attitude shall be respectful at all times. The complainant and respondent will each be given an opportunity to make a statement, and to respond to questions from the panel.

17.4.3. Disposition of Cases

17.4.3.1. The panel may dismiss a complaint at any time after the initial meetings with the respondent and complainant, if it deems the complaint to be without merit, frivolous or vexatious. Dismissal of the complaint may result in a summary decision to apply one or more of the disciplinary measures set forth in Article 17.4.3.2 against the complainant. Such a decision is subject to appeal.

17.4.3.2. Following a consultative hearing, the panel shall make a decision:

- a. that the case is without merit, requiring no further action; or
- b. that the case has merit, with consequences to include one or more of the disciplinary measures below.

The panel shall make a decision that the case has merit only by majority vote. Should the case be found to have merit, the panel shall decide on the disciplinary measures to apply by majority vote.

The panel may apply any of the following disciplinary measures:

- a) reprimand;
- b) suspension for a fixed term of access to all social and professional development activities and Association funds not governed by the Collective Agreement, with an associated finding that the member remains in good standing;
- c) suspension for a fixed term of the Association privileges listed in b) above and of voting privileges, the right to attend meetings of the Association and its committees, and the right to hold any MRFA office or committee position, with an associated finding that the member is not in good standing;
- d) a letter to the appropriate Chair(s), the appropriate Dean(s), and the Provost and Vice-President, Academic describing the case and the disciplinary measures, and including a date by which the letter is to be removed from the file;
- e) any other actions the panel deems appropriate within the bounds of the Association's legal responsibilities to its members.

Should a disciplinary measure with an associated finding that the member is not in good standing be applied, the member shall continue to pay dues in accordance with the Dues articles of these Bylaws and shall retain the right to representation by the Association within the bounds of the Association's legal responsibilities to its members.

17.4.3.3. The panel shall submit a final report within fifteen (15) working days of the conclusion of the hearing to the complainant, respondent and President of the Association. The President shall then inform the [Executive Assistant Senior Administrative and Faculty Relations Officer](#) and Chief Returning Officer of any relevant disciplinary measures. The report shall specify the decision, the rationale, and the date or dates upon which disciplinary measures are to be applied.

17.4.3.4. The Association shall retain the final reports in a confidential file. Where there are previous breaches of the Code of Ethics by the respondent, past incidents may be considered by the panel in determining disciplinary consequences.

17.5. APPEALS

17.5.1. A decision of a panel of the Ethics Committee may be appealed to the Executive Board as follows:

- 17.5.1.1. Either the complainant or the respondent may appeal a decision not to proceed to a consultative hearing, a decision made pursuant to Article 17.4.3.2, or any disciplinary measures applied. Only appeals based on procedural grounds or new evidence shall be heard.
- 17.5.1.2. Notice of the appeal shall be given in writing to the other party and to the Executive Board within ten (10) working days of receipt of the panel's decision.
- 17.5.1.3. The Executive Board shall, upon receipt of notice of the appeal, hold a hearing within ten (10) working days.
- 17.5.1.4. Five (5) working days' written notice of the appeal hearing shall be given to the complainant, the respondent, and the members of the panel, all of whom shall have standing to speak to the appeal. The presence of other participants shall be at the discretion of the Executive Board.
- 17.5.1.5. The Executive Board shall render its final decision within ten (10) working days of the conclusion of the appeal hearing. This decision shall be final.

17.6. APPLICATION OF DISCIPLINARY PROCEDURES

17.6.1. No disciplinary measures assigned by the Ethics Committee shall be applied until the appeal notice period has passed. Any disciplinary measures assigned by the Executive Committee shall not be applied before completion of the appeal.

18. PARLIAMENTARY PROCEDURE

18.1. 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~~ the conduct of all meetings of the Association, its committees and the Executive Board, except as otherwise set forth in law, in these Bylaws or in the established policies and procedures of the Association.

~~18.1.1 The Executive Board may place new business items anywhere in a meeting agenda.~~

~~18.1.2~~ 18.1.1 The President of the Association may designate a Regular Member in good standing to chair any meeting of the Association, or any portion of a meeting.

~~18.2 Bylaws affecting the basic democratic rights of members may not knowingly be suspended or circumvented under any circumstances. These include Article 5~~

Commented [m57]: Rationale: reworded for greater specificity, and for consistency with other provisions of these Bylaws.

Commented [M558]: Rationale: this provision is unnecessary given parliamentary procedure and the other provisions of these Bylaws.

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 15—Agreements and Ratification, Article 16—Code of Ethics, Article 17—Code of Ethics Procedures, Article 18—Parliamentary Procedure, Article 19—Amendments, and Article 22—Wind up and Dissolution. Other Bylaw articles may be suspended but not otherwise altered by a two-thirds majority vote of Regular Members present and entitled to vote at a Regular Meeting, a Special Meeting or an Annual General Meeting.~~

~~18.3~~18.2 Recognizing that Bylaw provisions may be violated unintentionally or in error in certain circumstances, the Executive Board shall immediately endeavour to correct or reverse any violation. ~~¶~~The Executive Board shall bring any violation or alleged violation forward to the next Regular Meeting with a description of the circumstances and the rationale for any actions taken ~~an account of how the matter has been addressed including a description of any corrective actions taken.~~

~~18.3.1~~ In the case of violation of Articles not named in Article 18.2, members may, by a two-thirds majority vote of Regular Members present and entitled to vote, agree to suspend a Bylaw provision in the instance brought forward. By majority vote of Regular Members present and entitled to vote, the Executive Board may be directed to correct, reverse or otherwise address a violation of a Bylaw Article or process.

~~18.3.2~~18.2.1 In the case of violation of Articles named in Article 18.2, 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.

19. AMENDMENTS

19.1. Bylaws may be made, altered or rescinded by Two-Thirds Special Resolution of the Membership at or pursuant to an Annual General Meeting or Special Meeting at which the motion to make, alter or rescind bylaws is considered. The conduct of the vote on the motion shall be in accordance with Article 19.5.

19.2. A motion to make, alter or rescind bylaws is not in order unless notice of motion has been provided as set forth in this Article. This notice of motion must accompany the written notice for the meeting referred to in Article 19.1, at the time that the written notice for the meeting is provided in accordance with Article 7.3 or 7.4.

19.3. The notice required pursuant to Article 19.2 shall be accompanied by the proposed language for any bylaw to be made or for any alteration, and shall be accompanied by a rationale for any bylaw to be made, altered or rescinded.

19.4. Concerning a motion to amend a motion to make, alter or rescind bylaws:

19.4.1. A main motion to make, alter or rescind bylaws is amendable only to the extent that amendments must be germane to the main motion, must relate directly to the proposed language and must be consistent with the subject matter described in the notice for the meeting; and

19.4.2. Such a motion to amend requires a two-thirds majority in order to pass.

Commented [MS59]: Rationale: (1) the PSLA requires the existence of certain elements within the Bylaws; (2) Bylaws are rules prescribing the fundamental aspects of how a society/association functions; (3) Robert's Rules of Order describe Bylaws as rules that cannot be suspended (except under limited circumstances in which Articles of the Bylaws provide for their suspension under very specific circumstances). It is therefore inappropriate for these Bylaws to allow for general provisions for their suspension.

Commented [m60]: Rationale: this article has undergone a complete review (1) to ensure its provisions are in accordance with what is required by law under the PLSA; (2) to align the language used with the language in the PSLA; and (3) to provide specificity about situations which have arisen in practice during recent bylaw amendment processes. These provisions, while more specific, are nevertheless meant to be consistent with the intent of the original language.

Commented [m61]: Note: because proposals for amendments will not have been included in the original written notice, and members may therefore not have planned meeting attendance or preparation accordingly, the principles of parliamentary procedure suggest a higher bar in order for amendments to be carried.

19.5. Pursuant to Article 19.1, voting on a main motion to make, alter or rescind bylaws shall be conducted exclusively at the meeting referred to in Article 19.1; or, at the discretion of the Executive Board, voting may instead be conducted at times and using a method of voting determined by the Executive Board, as set forth below:

19.5.1. The times and method for voting shall be communicated by the Executive Board as part of the written notice for the meeting;

19.5.2. The times for voting may include time for balloting at the meeting;

19.5.3. The times for voting may include extended times for balloting subsequently to the meeting; and

19.5.4. Voting must close no later than five (5) working days after the meeting.

19.6. No bylaw may be made, altered or rescinded such that this would have the effect of leaving the Bylaws of the Association without provisions for governing those matters for which bylaw provisions are required by law.

~~19.1. These Bylaws shall be added to, repealed, amended or re-enacted only at an Annual General Meeting or Special Meeting by a two-thirds majority vote of Regular Members present and entitled to vote.~~

~~19.2. Notice of any such amendments shall be given to the membership in conjunction with the prescribed meeting notice.~~

~~19.3. The notice for a bylaw amendment must contain the proposed amendment and rationale.~~

20. INDEMNIFICATION

20.1. A member of any committee established by the Association or any member of the Executive Board is not personally liable for any action undertaken or discharged by the Association, its committees or its employees, nor for any action undertaken in good faith in the performance of the member's responsibilities to the Association.

20.2. An employee of the Association is likewise indemnified when acting in good faith on behalf of the Association.

21. INSPECTION OF RECORDS

The public books and records of the Association may be inspected by a Regular Member of the Association during regular business hours at the office of the Association, by appointment, and in accordance with the Policies and Procedures of the Association. In accordance with the Policies and Procedures of the Association, public books and records are understood to include these Bylaws, Policies and Procedures of the Association, committee charters, any documents presented to the Membership at Meetings of the Association including written reports and audited financial statements, meeting minutes where non-confidential, and other documents of a non-confidential nature.

~~Records of in-camera sessions of the Executive Board, records of the Negotiating Committee, records of the Collective Bargaining Advisory Committee, records of the Grievance Committee, records of in-camera deliberations of the Awards Committee, records~~

Commented [m62]: Rationale: there are various legal limits on the inspection of records, including with respect to confidential and private information. The need for a more thorough review of these provisions and associated Association policies has been identified. In the interim, this article has been updated to provide some additional specificity.

of in-camera deliberations of the Grants Committee, election ballots, and survey responses are excluded as confidential.

Persons may also request in writing their own personal information held by the Association, and may request in writing correction of this information. In accordance with the Policies and Procedures of the Association, the Association may withhold certain information, such as information collected for legal, grievance or arbitration proceedings and information related to confidential labour relations matters. The Association shall withhold information for which disclosure would be unlawful, including in accordance with the *Personal Information Protection Act*.

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 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, in accordance with the Policies and Procedures of the Association and when expenses have been approved in advance.

Commented [m63]: Rationale: added reference to the Association's policies on expense approval (e.g. as related to travel) that have been developed and/or refined recently.

23. WIND UP AND DISSOLUTION

Because the Association is a statutory ~~body prescribed~~ incorporation pursuant to the Post-secondary Learning Act, the members may not voluntarily wind up or 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 pursuant to Article 23.2.

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 present and entitled to vote.

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 22.2, 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 in the absence of a successor organization;

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 22.2.1.1 or 22.2.1.2 applies or until an audit can be completed.

24. CONTINUATION OF GOVERNANCE

24.1. Notwithstanding anything else in these Bylaws, during any period of time in which a strike vote has been held by the Association and resulted in a majority in favour of a strike, or a lockout vote has been held by the employer and resulted in a majority in favour of a lockout, until the entering into of a collective agreement, the Executive Board has the exclusive authority to take any combination of the following actions:

24.1.1. The Executive Board may cancel any Regular Meeting of the Association scheduled to be held within twenty (20) working days, which would otherwise have been held in accordance with the times set forth in Article 7.2.1;

24.1.2. The Executive Board may postpone the Annual General Meeting, normally held on a date as set forth in 7.3.1, until such time as a collective agreement is entered into; furthermore the Executive Board may suspend or extend any timelines for any associated nomination processes and elections set forth in Article 12; and

24.1.3. The Executive Board may suspend the activity of any Standing Committee or Ad hoc Committee of the Association, and may postpone the filling of committee vacancies during the period of suspension.

24.2. The Executive Board shall provide written notice to the Regular Members with respect to any actions taken pursuant to Article 24.1 within two (2) working days.

24.3. Where the Annual General Meeting has been postponed pursuant to Article 24.1.2, the Annual General Meeting shall be held within thirty (30) working days of the entering into of a collective agreement.

24.4. Notwithstanding anything else in these Bylaws, in the case that the Annual General Meeting has been postponed pursuant to Article 24.1.2, and where an elected Executive Officer's term of office would otherwise have ended pursuant to Article 9, that Officer shall continue to hold office until the Annual General Meeting, except in the case of resignation or removal from office pursuant to Article 13.

Commented [m64]: Rationale: with the return of strike/lockout, it is recognized that job action may disrupt the normal processes and timelines set forth in these Bylaws. This article provides for suspension/extension/adjustment of these as necessary when job action takes place or may be imminent.

25. POLITICAL ACTIVITY, CHARITABLE ACTIVITY AND DONATIONS

- 25.1. The Association is a non-partisan organization. The Association shall not endorse or donate to a particular political party or candidate for political office, except in conformity with a Special Resolution of the Membership.
- 25.2. The Association, through the President or through another Executive Officer as the President's designee, may express non-partisan political views on matters relating to post-secondary education, on matters relating to labour relations and employment, and on any other matters of public policy relating to the Association's Objectives as set forth in Article 3.
- 25.3. The Association, through the President or through another Executive Officer as the President's designee, may express non-partisan political views on matters beyond those set forth in Article 25.2, for example concerning community development, social justice and other issues in light of the role of education in enhancing a community of citizens and improving society as a whole, where this is in conformity with a Regular or Special Resolution of the Membership.
- 25.4. The Association shall not endorse or donate to charitable groups or activities, except in conformity with a Special Resolution of the Membership or as set forth in Article 25.5.
- 25.5. The Executive Board, or the Officers it designates, shall have the authority to approve donations, contributions and sponsorships of the following types, in accordance with its established policies and procedures:
- 25.5.1. Contributions to funds administered by other associations or organizations to which the Association belongs, such as annual contributions to the CAUT Academic Freedom Fund, where these contributions have been planned for in the Association's approved annual operating budget pursuant to Article 15.4.2.
- 25.5.2. Sponsorship of Association scholarships for students of the University in accordance with the Student Scholarships Policy;
- 25.5.3. Sponsorship of University and University-related initiatives or events in accordance with the Donations Policy;
- 25.5.4. Donations in support of initiatives related directly to the professional welfare or Academic Freedom of academic staff members at Canadian post-secondary institutions in accordance with the Donations Policy;
- 25.5.5. Contributions to the strike funds of associations or unions representing academic staff bargaining units at Canadian post-secondary institutions in accordance with the Donations Policy, in the event of job action resulting from strike or lockout, in accordance with the Donations Policy;
- 25.5.6. Donation to a registered Charity in lieu of a memorial tribute, retirement gift or other gift, upon the request of the recipient or family, in accordance with the Donations Policy and the Gifts Policy.

Commented [m65]: Rationale: a version of these provisions was formerly only in Association policy. It is suggested that the fundamental rules governing these matters should be in the Bylaws.

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