



**BYLAWS OF THE**

**MOUNT ROYAL**

**FACULTY ASSOCIATION**

**Rev. April 5, 2024**

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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. The Mount Royal Faculty Association office is located on the traditional territories of the people of the Treaty 7 that includes: the Blackfoot First Nations comprising Siksika, Piikani, and Kainai, the Iyârhe Nakoda Nation, comprising the Chiniki, Bears paw, and Wesley First Nations; and the Tsuut'ina Nation. This is also home to the Métis Nation of Alberta, Region 3.

The MRFA is located in the City of Calgary, which is at the confluence of the Bow and Elbow rivers. Historically, the confluence has stood as a creative space where song and story create ties to the land. This confluence is a meeting place where the sharing of ideas and opportunities naturally come together.

## **3. OBJECTIVES**

3.1. The objectives of the Association are:

- 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 of the academic staff of the University, which includes maintaining their right to exercise independent judgment in the planning and execution of their academic responsibilities and protection and promotion of the independent voice of the academic staff in the collegial governance of the University. Academic staff members have a corresponding obligation to use academic freedom in a responsible manner. This implies a recognition of the rights of other members of the academic community and a tolerance of differing points of view;
- 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 collectively represent members in all matters affecting the Mount Royal University community and members' working conditions.

## 4. DEFINITIONS AND INTERPRETATION

### 4.1. DEFINITIONS

- 4.1.1. "CAFA" shall mean the Confederation of Alberta Faculty Associations.
- 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 member of the Association who is a full-time or limited-term employee as defined in the Collective Agreement, including any Member on any type of leave or reduced workload (e.g., half time tenure or phased retirement).
- 4.1.7. "Contract member" shall mean a member of the Association who is a contract employee as defined in the Collective Agreement.
- 4.1.8. "Member in good standing" shall mean a member of the Association, whose dues, according to the Dues articles of these Bylaws, are paid in full, and whose membership rights have not been suspended or restricted as a result of a conviction under the Article 24 Charges and Hearings Process.
- 4.1.9. "Member Not in Good Standing" means a Member whose membership rights have been suspended or restricted as a result of a conviction under the Article 24.28. Charges and Hearings Process.
- 4.1.10. "SICH" shall mean scheduled instructional course hour as defined in the Collective Agreement.
- 4.1.11. "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.
- 4.1.12. "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 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 Members of the Association who are eligible to vote such as through electronic balloting or another method of voting.
- 4.1.13. "Regular Resolution of the Membership" shall mean a Resolution of the Membership whose passage requires a simple majority.
- 4.1.14. "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.
- 4.1.15. "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.
- 4.1.16. "MRU Coalition" shall mean the committee representing members from each of the Student, Staff and Faculty Associations at MRU.
- 4.1.17. "Committee" shall be taken to mean a Standing Committee pursuant to Article 10, an ad hoc committee or a University committee.

### 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). Oral testimonies or statements, audio or visually recorded, are considered analogous with “written” documentation with respect to these bylaws, and Association Officers and Staff shall be responsible for filing such documentation in accordance with the Association’s Document Management Policy.

## 5. MEMBERSHIP AND ASSOCIATED INDIVIDUALS

### 5.1. MEMBERSHIP

- 5.1.1. 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 Members of the Association upon the date of commencement of appointment.
- 5.1.2. 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 from the Collective Agreement pursuant to the Association Membership article of the Collective Agreement are not Members.

### 5.2 ASSOCIATED INDIVIDUALS

Associated Individuals may include Retired Associates, Non-Academic Associates, and Honorary Associates as defined in Association policy with revocable privileges in accordance with Association Policies.

### 5.3 GUESTS

- 5.3.1 Use of the Faculty Centre is restricted to Association members and staff. However, any Member may sign-in guests to enter the Faculty Centre.
- 5.3.2 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.
- 5.3.3 Guests are expected to adhere to Association’s principles of equity, diversity, inclusion and fairness.

### 5.4 COMMENCEMENT & TERMINATION OF STATUTORY MEMBERSHIP

- 5.4.1 Pursuant to *Post-Secondary Learning Act*, SA 2003, c P-19.5, ss 1(c) and 85(2), when a person is appointed to the “academic staff”, and thus employed, by the Board of Governors of Mount Royal University, they concomitantly become members of the Association.
- 5.4.2 Pursuant to *Post-Secondary Learning Act*, SA 2003, c P-19.5, ss 1(c) and 85(2), when an “academic staff member” ceases to be an “employee” of the Board of Governors of Mount Royal University in their capacity as “academic staff”, for any reason, they concomitantly cease to be members of the Association.
- 5.4.3 Notwithstanding article 5.4.2:
  - 5.4.3.1 Pursuant to the *Labour Relations Code*, RSA 2000, c L-1, s 153(1), neither the Association, nor any person acting on behalf of the Association, shall deny a former academic staff employee the right to be fairly represented by the Association with respect to the former employee’s rights under the collective agreement;

5.4.3.2 Pursuant to The Sessional Faculty Regulation, AR 116/2018, Contract and Limited Term academic staff (“sessional instructors”) remain members of the Association for 12 months following the expiration of their employment by the Board of Governors of Mount Royal University.

5.4.3.3 No “academic staff member” can withdraw from membership in the Association while they are employed as academic staff by the Board of Governors of Mount Royal University.

## **6. DUES**

### **6.1 CHANGE OF DUES**

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 MEMBER DUES**

Members shall pay Union 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.

### **6.3 DUES WHILE ON LEAVE WITHOUT PAY**

A 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 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.

### **6.5 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**

### **7.1 GENERAL**

7.1.1 All meetings of the Association shall be held on working days and between the hours of 9:00 - 3:00, with the exception of meetings called outside of this time as approved by the Executive Board.

7.1.2 A meeting may continue beyond these times so long as it has quorum and where provisions are in place for voting in absentia, where appropriate.

7.1.3 All meetings will be held in accessible ways with respect to the parameters of universal design as outlined in the Association’s Meeting Policy.

7.1.4 The President shall chair meetings of the Association except as provided under Articles 7.3.4.6.

## 7.2 REGULAR MEETINGS

- 7.2.1 Regular Meetings of the Association shall be held on Fridays in accordance with the Association's Meetings Policy, and there shall be three (3) Regular Meetings scheduled in each of the Fall and Winter semesters.
- 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 seven (7) working days' written notice of a Regular Meeting.
- 7.2.4 A quorum for a Regular Meeting shall be fifty (50) 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 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 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.
- 7.2.6 A 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) 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 21 (Amendments);
  - 7.3.4.2 Receive reports from the Executive Board and Standing Committees;
  - 7.3.4.3 Review and approve an annual budget 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 for Standing Committee elections in accordance with Article 12; 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. Election processes shall be conducted in accordance with the Association's Election Policy, and voting on Executive Board positions shall be open to all Members, not restricted only to those in attendance.

#### 7.4 SPECIAL MEETINGS

7.4.1 There shall be no less than five (5) working days' written notice of a Special Meeting.

7.4.2 A quorum for a Special Meeting shall be seventy (70) 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), or 21 (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 (Agreements and Ratification); or

7.4.6.2 Whenever a majority of members of the Executive Board or fifty (50) 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

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.

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



## **8. THE EXECUTIVE BOARD**

### **8.1 COMPOSITION**

The Executive Board of the Association shall be comprised of ten (10) Members in good standing: the Academic Policy and Governance Officer; Advocacy Officer; Communications Officer; Contract Member Officer; Equity, Diversity, and Inclusion Officer; Finance Officer; Member Engagement and Services Officer; Negotiations Officer; President; and the Senior Grievance and Workplace Wellness Officer.

### **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 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 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 has responsibility for the oversight, implementation and coordination of job action as outlined in the Job Action Plan.
- 8.2.5 The Executive Board shall be responsible for appointing, evaluating the performance of, and overseeing the management of the Association's staff.
- 8.2.6 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).
- 8.2.7 The Executive Board shall report to the Members at all Regular Meetings and the Annual General Meeting.

### **8.3 MEETINGS**

- 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. Wherever possible meetings shall be scheduled between 9:00 - 3:00pm.
- 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 two (2) 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.
- 8.3.3.4 Quorum for meetings of the Executive Board shall be six (6) voting members.
- 8.4 RESIGNATION OF PRESIDENT: Should the President resign or leave office, the Senior Grievance and Workplace Wellness 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 Members of the Association to committees and offices in accordance with the Removal, Resignation and Appointment articles of these Bylaws.
- 8.5.1 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. For the purposes of diversity and inclusion, the Executive Board may appoint non-voting Advisors to the Executive Board for a definite period of time.
- 8.6 REMUNERATION: No member of the Executive Board shall be remunerated for services rendered to the Association in their capacity as a member of the board except project-based roles requiring a substantive amount of time which are taken on by members of the Executive Board. Other than the President, Executive Board members, and other Association members who take on roles that have prior approval from the Executive Board to potentially be financially compensated, may be financially compensated on a SICH-based model for the work done with applications submitted to and approved by the Audit and Finance Committee. The Association shall report all such expenditures at the AGM.
- 8.6.1 Reassigned time shall be used to purchase release from instructional or equivalent duties in order to provide time for Association work. Under extenuating circumstances when release time cannot be accommodated, payment equivalent to release time may be provided to a member of the Executive Board, subject to approval of the MRFA Audit and Finance Committee. Examples of extenuating circumstances include unexpected or department necessitated teaching requirements and Chair workload.
- The disbursement must be requested and completed within the fiscal year coinciding with the MRFA Executive Board member's term.
- Contract Academic Staff are eligible to receive a stipend at the rate equal to E6 on the contract faculty grid, rather than release time, if they choose.
- 8.7 TERM LIMITS: No 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 person shall sit on the Executive Board for more than eight (8) consecutive years.
- 8.8 IMMEDIATE PAST PRESIDENT
- 8.8.1 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 Member in good standing, or when the previous President is unable to serve in this capacity for another reason as determined by the previous President or the Executive Board.

8.8.2 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 Executive Board motions, and shall not vote on Executive Board motions.

8.8.3 The Immediate Past President shall facilitate an orientation session for the incoming Executive Board in August.

8.8.4 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 Senior Grievance and Workplace Wellness Officer.

## 8.9 ELIGIBILITY

Only Members in good standing shall be eligible to hold office for any term.

## 9. OFFICERS

### 9.1 ACADEMIC POLICY AND GOVERNANCE OFFICER

9.1.1 The Academic Policy and Governance Officer shall be a Member in good standing.

9.1.2 The Academic Policy and Governance 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 Members employment.

9.1.3 The Academic Policy and Governance 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 Members.

9.1.4 The Academic Policy and Governance Officer shall sit on the Academic Standards Committee of GFC and, upon direction from the Executive Board, shall forward recommendations regarding conditions of faculty work.

9.1.5 The Academic Policy and Governance Officer shall chair the Academic Policy and Governance Committee and shall have special responsibility for soliciting and representing the views of groups otherwise underrepresented.

9.1.6 The Academic Policy and Governance 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.

9.1.7 The Academic Policy and Governance 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.

### 9.2 ADVOCACY OFFICER

9.2.1 The Advocacy Officer shall be a Member in good standing.

- 9.2.2 The Advocacy Officer shall be responsible for the development and execution of all advocacy initiatives in accordance with Article 10.3 (Advocacy and Communications Committee) and Association Policies and Procedures, and in consultation with the President, Communications Committee and MRU Coalition.
- 9.2.3 The Advocacy Officer shall assist the President in preparing press releases in accordance with Association Policies and Procedures.
- 9.2.4 The Advocacy Officer, with the assistance of the Advocacy and Communications 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.
- 9.2.5 The Advocacy Officer shall co-chair the Advocacy and Communications Committee and shall be a member of the Bargaining Coordination Committee and the MRU Coalition.
- 9.2.6 The Advocacy Officer shall serve as an MRFA delegate to CAFA.
- 9.2.7 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.
- 9.2.8 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.

### 9.3 COMMUNICATIONS OFFICER

- 9.3.1 The Communications Officer shall be a Member in good standing.
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 The Communications Officer shall work closely with the President in the development and execution of all communications with the membership, co-chair the Advocacy and Communications Committee, vice-chair the Social Events Committee, and serve as a member of the Bargaining Coordination Committee. .
- 9.3.5 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.
- 9.3.6 The Communications Officer of the Association shall receive 96 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 96 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

#### 9.4 CONTRACT MEMBER OFFICER

- 9.4.1 The Contract Member Officer shall be a contract Member in good standing.
- 9.4.2 The Contract Member Officer 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.
- 9.4.3 The Contract Member Officer shall serve as the vice-chair of the Grievance Committee, the Member Engagement and Services Committee, and the Academic Appointment Support Committee, and shall serve on the Bargaining Team in accordance with the terms of the Bargaining Team articles of these Bylaws.
- 9.4.4 The Contract Member 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, except that the term as Contract Member Officer on the Bargaining Team only may be extended in accordance with the Bargaining Team articles of these Bylaws should negotiations continue beyond June 14.
- 9.4.5 The Contract Member Officer 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.

#### 9.5 EQUITY, DIVERSITY, AND INCLUSION OFFICER

- 9.5.1 The Equity, Diversity, and Inclusion Officer shall be a Member in good standing.
- 9.5.2 The Equity, Diversity, and Inclusion Officer shall advise and assist the Executive Board and its Standing Committees in matters pertaining to principles and best practices in building a more diverse faculty, academic, and institutional community; in supporting and representing diverse groups more effectively; contributing where possible and appropriate to activities and initiatives to better enhance opportunities for equity across all faculty members; and in identifying gaps in policy, support, and services of the Association.
- 9.5.3 The Equity, Diversity, and Inclusion Officer may be an initial point of contact for members with specific complaints related to diversity or equity. The Equity, Diversity, and Inclusion Officer shall track concerns and refer those involving the interpretation and/or contravention of the Collective Agreement to the Senior Grievance and Workplace Wellness Officer and/or to the Labour Relations Officer.
- 9.5.4 The Equity, Diversity, and Inclusion Officer shall chair the Equity, Diversity, and Inclusion Committee, shall serve on the Joint Equity Diversity and Inclusion Committee, and shall have special responsibility for soliciting and representing the views of groups otherwise underrepresented members.
- 9.5.5 The Equity, Diversity, and Inclusion 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.
- 9.5.6 The Equity, Diversity, and Inclusion Officer of the Association shall receive 96 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement, or be paid 96 SICH at Step E6 of the contract employee lecturer hourly rate schedule if a contract member.

## 9.6 FINANCE OFFICER

- 9.6.1 The Finance Officer shall be a Member in good standing.
- 9.6.2 The Finance Officer shall be responsible for accurate financial records, financial statements of the transactions of the Association, liaising with the Association's auditors, and reporting to the membership regarding finances as required by the Finance articles of these Bylaws.
- 9.6.3 The Finance Officer shall be empowered to countersign cheques and approve payments on behalf of the Association.
- 9.6.4 The Finance Officer shall chair the the Audit and Finance Committee and shall serve on the Awards Committee.
- 9.6.5 The Finance 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.
- 9.6.6 The Finance 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 MEMBER ENGAGEMENT AND SERVICES OFFICER

- 9.7.1 The Member Engagement and Services Officer shall be a Member in good standing.
- 9.7.2 The Member Engagement and Services Officer shall chair the Member Engagement and Services Committee and the Triads Committee and shall coordinate the Department Liaison network and Member Directed Groups. .
- 9.7.3 The Member Engagement and Services Officer shall coordinate new member outreach involving personal meetings with all new MRFA members.
- 9.7.4 The Member Engagement and Services Officer shall have a two (2) year term of office commencing June 15 of the year elected to said office, pursuant to the Elections articles of these Bylaws.
- 9.7.5 The Member Engagement and Services Officer 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 NEGOTIATIONS OFFICER

- 9.8.1 The Negotiations Officer shall be a Regular Member in good standing with at least five years of membership in the MRFA with demonstrable familiarity with the Collective Agreement and bargaining processes, preferably at Mount Royal University.
- 9.8.2 The Negotiations Officer shall assist the President and perform other duties as assigned by the Executive Board.
- 9.8.3 The Negotiations Officer shall Chair the Collective Bargaining Caucus and Bargaining Team in accordance with the terms of the Committee articles of these Bylaws, and shall

be the liaison between the Executive Board and the Collective Bargaining Caucus and Bargaining Team.

- 9.8.4 The Negotiations Officer shall be empowered to countersign cheques and approve payments on behalf of the Association.
- 9.8.5 The Negotiations 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 Negotiations Officer 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.

## 9.9 PRESIDENT

- 9.9.1 The President of the Mount Royal Faculty Association shall be a Member in good standing currently employed as academic staff at MRU and who has been a member of the MRFA for five years and with experience in the Association.
- 9.9.2 The President shall be the Chief Executive Officer of the Association, shall chair the Executive Board, the Academic Appointment Support Committee, the Bylaws and Policy Committee, the Complaints and Appeals Board, shall vice-Chair the Audit and Finance Committee, and shall sit on the Grievance Committee, Collective Bargaining Caucus, Bargaining Coordination Committee, and Long Term Bargaining Goals Review Committee and shall be an ex-officio member of all other Association Committees.
- 9.9.3 The President shall be the Association's liaison between the Association and the senior administration of the University.
- 9.9.4 The President shall be the Association's representative in dealings with the Human Resources Department of the University.
- 9.9.5 The President shall be responsible, in conjunction with the Academic Policy and Governance Officer, for monitoring proposed changes to University policy and other matters of University governance which affect the terms and conditions of Members' employment.
- 9.9.6 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 Senior Grievance and Workplace Wellness Officer and/or to the Labour Relations Officer.
- 9.9.7 The President shall represent the Association at Step 2 of grievances in accordance with the Grievance Procedure article of the Collective Agreement.
- 9.9.8 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.
- 9.9.9 The President shall be the Association's representative to CAUT, and shall serve as the MRFA's Officer in CAFA.
- 9.9.10 The President shall be a member of the MRU Coalition.

- 9.9.11 The President shall be the external spokesperson of the Association and may express non-partisan political views on matters related to post-secondary education.
- 9.9.12 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.
- 9.9.13 The President has the authority to delegate responsibilities outlined above to MRFA Staff or other Executive Board Members.
- 9.9.14 The President shall be empowered to countersign cheques and approve payments on behalf of the Association.
- 9.9.15 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.
- 9.9.16 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.
- 9.9.17 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.
- 9.9.18 Upon completion of the President's final full term in office, the Association shall purchase full reassigned teaching time for the following Fall semester to allow the President to fulfill their past-president responsibilities and to prepare to re-commence teaching.

#### 9.10 SENIOR GRIEVANCE AND WORKPLACE WELLNESS OFFICER

- 9.10.1 The Senior Grievance and Workplace Wellness Officer shall be a Member in good standing with at least 5 years membership in the MRFA with demonstrable familiarity with the Collective Agreement and representational processes, preferably as a member of the Grievance Committee.
- 9.10.2 The Senior Grievance and Workplace Wellness Officer shall assist the President and perform other duties as assigned by the Executive Board.
- 9.10.3 The Senior Grievance and Workplace Wellness Officer, subject to article 10.11.4, shall advise and support 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.
- 9.10.4 The Senior Grievance and Workplace Wellness Officer shall chair the Grievance Committee and serve as one of the Association's representatives on the Joint Occupational Health and Safety Committee.
- 9.10.5 The Senior Grievance and Workplace Wellness Officer shall provide regular grievance reports to the Executive Board and to the membership.
- 9.10.6 Should the President resign or leave office, the Senior Grievance and Workplace Wellness 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.

- 9.10.7 The Senior Grievance and Workplace Wellness Officer shall be empowered to countersign cheques and approve payments on behalf of the Association.
- 9.10.8 The Senior Grievance and Workplace Wellness 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.
- 9.10.9 The Senior Grievance and Workplace Wellness Officer of the Association shall receive 96 SICH reassigned time per year in accordance with the Salary Administration – Other article of the Collective Agreement.

## **10. STANDING COMMITTEES**

### **10.1 GENERAL**

- 10.1.1 The Association shall have the following Standing Committees: the Academic Appointment Support Committee, the Academic Policy and Governance Committee, the Advocacy and Communications Committee, the Audit and Finance Committee, the Awards Committee, the Bylaws and Policy Committee, the Collective Bargaining Caucus (and related committees which include the Bargaining Team, the Bargaining Coordination Committee, the Long Term Bargaining Goals Committee, and the Job Action Finance Committee), the Complaints and Appeals Board, the Equity, Diversity, and Inclusion Committee, the Grievance Committee, , the Member Engagement and Services Committee, the Professional Development Committee, the Social Events Committee, and the Triads Committee.
- 10.1.2 All Standing Committees shall be responsible to the Executive Board, shall report to the Executive Board on fall semester activities and shall report to the membership of the Association at Regular Meetings, where applicable, and at the Annual General Meeting.
- 10.1.3 The Executive Board shall approve a charter for each Standing Committee. Charters extend the responsibilities outlined in these Bylaws.
- 10.1.4 At the recommendation of a committee, the Executive Board may approve adding additional member(s) to serve on the committee in an advisory, and non-voting, capacity.
- 10.1.5 Quorum for all Association Committee meetings shall be 50% of current committee membership + 1, including the Chair or vice-Chair/co-Chair where applicable.
- 10.1.6 Pursuant to the Standing Committees articles below, when the Senior Administrative and Faculty Relations Officer sits on a committee, and when the committee has a budget approved as part of the annual budget of the Association, the Senior Administrative and Faculty Relations Officer shall serve as the committee's Treasurer.

### **10.2 ACADEMIC APPOINTMENT SUPPORT COMMITTEE**

- 10.2.1 The Academic Appointment Support Committee shall consist of the Senior Administrative and Faculty Relations Officer (non-voting), the President who shall be Chair, the Contract Member Officer who shall be vice-Chair, and three (3) Members elected by the membership for staggered three-year terms, at least one of whom must be either Senior Lecturer or a Full-time Laboratory Instructor.

- 10.2.2 The Academic Appointment Support Committee shall recommend, develop, and offer opportunities for faculty development, training, and support in relation to processes pertaining to tenure, permanence, and promotion.
- 10.2.3 The Academic Appointment Support Committee shall prepare an annual report describing the events and resources which have been developed during the year.

### 10.3 ACADEMIC POLICY AND GOVERNANCE COMMITTEE

- 10.3.1 The Academic Policy and Governance Committee shall consist of nine (9) Members of the Association in good standing, including the Academic Policy and Governance Officer who shall be Chair. Six (6) of the remaining 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. Members shall be eligible to vote for candidates in all areas, regardless of their own Faculty Council affiliation. The remaining two (2) members, at least one of whom shall be contract, shall be appointed in alternating years for staggered two-year terms.
- 10.3.2 The Academic Policy and Governance Committee shall serve to communicate among the various Faculty Councils and the General Faculties Council to support the Academic Policy and Governance 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 Members. This shall include organizing faculty caucuses prior to meetings of the General Faculties Council, advising the Executive Board and liaising with General Faculties Council with respect to principles, best practices, policies and procedures concerning the evaluation of pre-tenure, post-tenure, limited-term, contract faculty and laboratory instructor work, including but not limited to the evaluation of teaching, changes to the Faculty Annual Report and Faculty Annual Report System, Institutional Tenure and Promotion Criteria, the Permanent Lab Instructor and Senior Lecturer Handbook, and the Tenure and Promotion Handbook and Guidelines.
- 10.3.3 Members of the Academic Policy and Governance Committee who are not members of General Faculties Council shall be expected to regularly attend Council meetings as guests.

### 10.4 ADVOCACY AND COMMUNICATIONS COMMITTEE

- 10.4.1 The Advocacy and Communications Committee shall be co-chaired by the Advocacy and Communications Officers and shall further consist of the Senior Administrative and Faculty Relations Officer (non-voting) and seven (7) Members of the Association in good standing; three (3) to serve a term of two (2) years and to be appointed in odd-numbered years and four (4) to serve a term of two (2) years and to be appointed in even-numbered years.
- 10.4.2 The Advocacy and 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, and shall develop strategies and determine appropriate media for communicating information to and gathering feedback from the membership.

- 10.4.3 The Advocacy and Communications 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 in accordance with the applicable Association Policies.

#### 10.5 AUDIT AND FINANCE COMMITTEE

- 10.5.1 The Audit and Finance Committee shall consist of seven (7) members: the Senior Administrative and Faculty Relations Officer (non-voting), the Finance Officer (who shall be chair), President (who shall be vice-chair) and two (2) Members elected by the membership in odd-numbered years for two year terms, and two (2) Members appointed by the Executive Board in even-numbered years for two year terms. When there is an Immediate Past-President, the Immediate Past-President shall serve as an additional, non-voting, member of the Audit and Finance Committee.
- 10.5.2 The Audit and Finance Committee has delegated authority from the Executive Board to oversee and direct the overall financial operations of the Association, including, but not limited to, matters pertaining to staff compensation, financial processes and policies, funding allocations, audits, and appeals, and annual audit processes in accordance with the Finance articles of the Bylaws, applicable legislation, and Association policies.

#### 10.6 AWARDS COMMITTEE

- 10.6.1 The Awards Committee shall consist of the Senior Administrative and Faculty Relations Officer (non-voting), a representative of the Students' Association, and five (5) Members in good standing: the Finance Officer who shall be vice-Chair, two (2) members elected in even-numbered years for two-year terms, and two (2) members elected in odd-numbered years for two-year terms.
- 10.6.2 The Awards Committee shall conduct the nomination and selection processes for Association Awards as directed by the Executive Board and shall recommend recipients to the Executive Board for approval where applicable.
- 10.6.3 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.

#### 10.7 BYLAWS AND POLICY COMMITTEE

- 10.7.1 The Bylaws and Policy Committee shall consist of the 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.
- 10.7.2 The Bylaws and Policy Committee shall develop recommendations for amendments to the Association's Bylaws, Policies and Procedures Manual, and other official documents in accordance with the Bylaws article 21 and the approved Policy development process. The Bylaws and Policy Committee may develop recommendations regarding other aspects of Association governance and organization where appropriate.

## 10.8 COLLECTIVE BARGAINING CAUCUS

- 10.8.1 The Collective Bargaining Caucus shall consist of the Labour Relations Officer (non-voting) and the following Members of the Association in good standing who are currently employed as academic staff at MRU. Exceptional circumstances may be reviewed by the Executive Board to have terms extend beyond the employment period in accordance with 5.8.1.2.: the President (ex-officio), the Negotiations Officer who shall be chair, the Contract Member Officer; the Vice-Chair elected by the membership in even-numbered years, and up to six members appointed by the Executive Board (up to three in odd numbered years and up to three in even numbered years).
- 10.8.2 The Collective Bargaining Caucus shall operationalize the Association's actions related to collective bargaining through its work and the work of its sub-component Committees, including the Bargaining Team 10.9, the Bargaining Coordination Committee 10.10, the Long Term Bargaining Goals Committee 10.11, and the Job Action Finance Committee 10.12.
- 10.8.3 The Collective Bargaining Caucus may strike Bargaining resource groups to conduct research and generate supporting documentation to ensure preparedness for bargaining. All Bargaining resource groups shall include at least one member of the Collective Bargaining Caucus.

## 10.9 BARGAINING TEAM

- 10.9.1 The Bargaining Team shall consist of the following five(5) members: the Negotiations Officer who shall be chair, the Contract Member Officer; the Vice-Chair elected by the membership in even-numbered years, and two (2) members recommended from and by the Collective Bargaining Caucus and appointed by the Executive Board in the April preceding a bargaining year. There shall be an additional two (2) observing alternates, one of whom shall be the Labour Relations Officer and the other, which may be a rotating alternate seat, shall be recommended by the Collective Bargaining Caucus and appointed by the Executive Board annually in September. The composition of the Bargaining Team, as appointed by the Executive Board, shall be ratified by the membership during the annual MRFA elections in accordance with the Negotiations Policy.

The appointed members of the Bargaining Team shall remain in place until an Agreement is ratified.

- 10.9.2 The Bargaining Team shall represent the Association to the Board of Governors of Mount Royal University in all matters concerning negotiations of the Collective Agreement in accordance with the Negotiations Policy, with the exception of processing grievances.
- 10.9.3 At a minimum, all members, not including the observing alternates, of the Bargaining Team shall receive 48 SICH reassigned time in the Fall semester prior to the commencement of negotiations in accordance with the Article 21-Collective Bargaining article of the Collective Agreement to prepare for and participate fully in the process of interest-focused bargaining.
- 10.9.4 All members of the Bargaining Team, except for the Contract Member Officer, shall each receive 48 SICH reassigned time during the negotiations period as defined in the Negotiations article of the Collective Agreement.
- 10.9.5 The Contract Member Officer 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 Bargaining Team, in addition to that received for sitting on the Executive Board. When

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.

- 10.9.6 Reassigned time shall normally be used to purchase release from 48 SICH of instructional or equivalent duties.
  - 10.9.7 Negotiations shall not occur during the vacation period and holidays as specified in the Vacation and Holidays article of the Collective Agreement.
- 10.10 BARGAINING COORDINATION COMMITTEE
- 10.10.1 The Bargaining Coordination Committee shall be responsible for ensuring the coordinated efforts of all applicable Association committees are aligned and functioning in accordance with parameters outlined in the Negotiations Policy, Collective Bargaining Index, and Job Action Plan with the aim to achieve a fair settlement in bargaining. The Bargaining Coordination Committee is authorized to strike additional committees as deemed appropriate at applicable stages of the Collective Bargaining Index.
  - 10.10.2 The Bargaining Coordination Committee shall meet in September of a bargaining year and shall be comprised of the Labour Relations Officer and Senior Administrative and Faculty Relations Officer (both non-voting), the President who shall be Chair, the Member Engagement and Services Officer who shall be vice-Chair, Negotiations Officer or designate, the Communications Officer and/or the Advocacy Officer as deemed appropriate, and other members as deemed necessary by the committee at applicable times throughout the negotiating process.
- 10.11 LONG-TERM BARGAINING GOALS COMMITTEE
- 10.11.1 The Long-Term Bargaining Goals Committee shall ensure continuity in bargaining by conducting detailed debriefing on the ratification of a Collective Agreement and suggesting priorities for the subsequent round of bargaining.
  - 10.11.2 The Long-Term Bargaining Goals Committee shall meet when bargaining concludes, and shall be comprised of the Previous Negotiations Officer who shall be Chair, the President who shall be vice-Chair, the current Negotiations Officer, the Contract Member Officer, and the Labour Relations Officer (non-voting).
- 10.12 JOB ACTION FINANCE COMMITTEE
- 10.12.1 The Job Action Finance Committee shall be responsible for ensuring financial preparedness for job action and shall track and report all related expenditures to the Executive Board.
  - 10.12.2 The Job Action Finance Committee shall be struck in September of a Bargaining year and shall be comprised of the Finance Officer who shall be Chair, the Senior Administrative and Faculty Relations Officer (non-voting), and one member appointed from and by the Collective Bargaining Caucus and two Members appointed by the Executive Board with applicable experience and/or expertise.
- 10.13 COMPLAINTS AND APPEALS BOARD
- 10.13.1 The Complaints and Appeals Board shall consist of the Senior Administrative and Faculty Relations Officer (non-voting), the President (who shall be Chair), and six (6) Members

each representing a Faculty, two appointed annually by the Executive Board, for staggered three-year terms.

10.13.2 All members of the Complaints and Appeals Board must attend an EDI training session prior to commencing their service on this committee.

10.13.3 Tribunals, comprised of three members of the Complaints and Appeals Board, may be struck to investigate complaints against Members and/or to appeal complaint decisions in accordance with applicable Association policies.

#### 10.14 EQUITY, DIVERSITY, AND INCLUSION COMMITTEE

10.14.1 The Equity, Diversity, and Inclusion Committee shall consist of the Administrative Specialist (non-voting), the Equity, Diversity, and Inclusion Officer, who shall be chair, and six (6) Members in good standing: three (3) to serve a term of two (2) years and to be elected in odd-numbered years and three (3) to serve a term of two (2) years and to be elected in even-numbered years; 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. The Labour Relations Officer may serve as a non-voting resource to the Committee.

10.14.2 The Equity, Diversity, and Inclusion Committee shall advise the 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.

10.14.3 To support the work of this committee, the committee shall receive and review the aggregate data from the annual MRFA Census.

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

#### 10.15 GRIEVANCE COMMITTEE

10.15.1 The Grievance Committee shall consist of up to nine(9) members: the Senior Grievance and Workplace Wellness Officer, who shall be Chair; the Contract Member Officer, who shall be vice-Chair; the President, a representative appointed from and by the Equity, Diversity, and Inclusion Committee, a representative appointed from and by the Collective Bargaining Caucus, the Labour Relations Officer (non-voting), and up to six (6) Members in good standing appointed by the Executive Board to serve as Assistant Grievance Officers representing each Faculty, two of whom shall be appointed annually for staggered three year terms.

10.15.2 All members of the Grievance Committee must attend an EDI training session prior to commencing their service on this committee.

10.15.3 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 Senior Grievance and Workplace Wellness Officer with any of his or her duties as related to the processing of grievances.

- 10.15.4 The Grievance Committee may, at the request of the Senior Grievance and Workplace Wellness Officer, provide advice on how best to proceed in attempting to resolve a grievance at Step 1.
  - 10.15.5 The Senior Grievance and Workplace Wellness Officer may appoint any member of the Grievance Committee to act as the designated Association representative at a Step 1 grievance meeting.
  - 10.15.6 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.
  - 10.15.7 The Grievance Committee may, at the request of the Senior Grievance and Workplace Wellness 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.
  - 10.15.8 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.
  - 10.15.9 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 Bargaining Team regarding changes to the Collective Agreement.
- 10.16 MEMBER ENGAGEMENT AND SERVICES COMMITTEE
- 10.16.1 The Member Engagement and Services Committee shall consist of the Senior Administrative and Faculty Relations Officer and Administrative Specialist (both non-voting), the Member Engagement and Services Officer (who shall be chair), the Contract Member Officer who shall be vice-chair, five (5) Department Liaisons, appointed annually in May by the Executive Board, and a member appointed from and by the Advocacy and Communications Committee.
  - 10.16.2 The Member Engagement and Services Committee shall connect, inform, support and recruit members, shall engage in new member outreach involving personal meetings with all new MRFA members, and may facilitate member directed activities, including the establishment of Member Directed groups where approved by the Executive Board.
- 10.17 PROFESSIONAL DEVELOPMENT COMMITTEE
- 10.17.1 The Professional Development Committee shall consist of the Senior Administrative and Faculty Relations Officer (non-voting); an Officer on the Executive Board appointed by the Board annually, who shall be vice-chair; the Academic Development Centre's Faculty Development Coordinator or designee, and eight(8) Members of the Association in good standing, at least one of whom must be contract, to be elected directly to subcommittee roles in accordance with the Committee Charter: 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.
  - 10.17.2 The Chair of the Professional Development Committee shall be a Member of the Association, elected by the Committee from among its elected members.

- 10.17.3 The Professional Development Committee shall encourage and facilitate professional development of Members of the Association, with a focus on promoting excellence in teaching and scholarship, as well as in areas including, but not limited to, academic governance, parliamentary procedure, and conflict resolution.

#### 10.18 SOCIAL EVENTS COMMITTEE

- 10.18.1 The Social Events Committee shall consist of the Faculty Centre Coordinator (non-voting), the Senior Administrative and Faculty Relations Officer (non-voting), the Communications Officer (who shall be vice-Chair), and six (6) Members of the Association in good standing: three (3) to serve a term of two (2) years and to be elected in odd-numbered years and three (3) to serve a term of two (2) years and to be elected in even-numbered years.
- 10.18.2 The Social Events Committee shall select a Chair from among its elected members.
- 10.18.3 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.
- 10.18.4 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.

#### 10.19 TRIADS COMMITTEE

- 10.19.1 The Triads Committee shall consist of the Senior Administrative and Faculty Relations Officer (non-voting), the Member Engagement and Services Officer who shall be Chair, and three (3) Members who shall be appointed from and by the Social Events Committee, the Professional Development Committee, and the Academic Appointment Support Committee for staggered three-year terms.
- 10.19.2 The Triads Committee shall invite and facilitate informal interdisciplinary connections amongst faculty to enhance community and support networks amongst Members.

### 11. COMMITTEE ACCOUNTABILITY

#### 11.1. GENERAL PRINCIPLES

Committee service is essential to the governance and operation of the Association. Members are selected to committees by various mechanisms and are accountable to the Membership and the Executive Board as well as 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. Committee members are responsible for understanding their duties as detailed in the MRFA Appointments Policy.
- 11.2.2 Members of all committees of the Association, including the Bargaining Team and the Executive Board, are accountable to the 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 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 ELECTIONS

- 12.1.1 A member of the Association shall not be eligible as a candidate if a leave from the University of longer than sixty (60) working days is anticipated during the term of membership on the Executive Board.
- 12.1.2 The members of the Executive Board shall be elected in accordance with the Association's Election Policy.
- 12.1.3 Elections shall take place in the following order:
  - 12.1.3.1 In each odd-numbered year: Negotiations Officer, Senior Grievance and Workplace Wellness Officer, Academic Policy and Governance Officer, Equity, Diversity, and Inclusion Officer, and the Advocacy Officer.
  - 12.1.3.2 In each even-numbered year: President, Communications Officer, Finance Officer, Contract Member Officer, and the Member Engagement and Services Officer.

### 12.2 STANDING COMMITTEE MEMBER ELECTIONS

- 12.2.1 Candidates for membership on Standing Committees 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 Nominations shall not be accepted from the floor at the Annual General Meeting for the Vice-Chair of the Collective Bargaining Caucus.
- 12.2.2 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.
- 12.2.3 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 Persons elected shall take office on the third Friday of May of the same year, except where elected to office in a by-election pursuant to Article 13.1, in which case persons elected shall take office immediately.
- 12.2.5 The Chief Returning Officer shall declare only which candidates are elected.
- 12.2.6 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 CHIEF RETURNING OFFICER

- 12.3.1 The Chief Returning Officer shall be appointed by the Executive Board annually at the beginning of each academic year.
- 12.3.2 Should the Chief Returning Officer become a candidate, a replacement shall be appointed by those Executive Board members who are not themselves candidates.

### 13. REMOVAL, RESIGNATION AND APPOINTMENT

#### 13.1 STANDING COMMITTEE VACANCIES

In the event of a member resigning or otherwise vacating a committee position, or in the event of a new committee requiring 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 Article 12, 13.2, and the Association's Elections Policy. 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 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 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 their 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 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 their 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 Committee member may be removed from the office or position according to the process described in Article 13.3.3:

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

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

13.3.2 Removal of a Committee member committee elected by the membership requires one of:

13.3.2.1 A majority vote of the Members at a Special Meeting called to consider a motion of non-confidence, as described in Article 13.3.4;

13.3.2.2 A two-thirds vote by the Executive Board.

13.3.2.2.1 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.

13.3.3 A majority of members of the Executive Board or eighty (80) Members of the Association may petition to request a Special Meeting for the purpose of conducting a vote of non-confidence against a member of a committee for reason of abandonment or gross neglect of duties.

13.3.3.1 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.

13.3.3.2 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.

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

13.3.3.4 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.

13.3.4 In the event of the removal of a member 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. 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 Bargaining Team pursuant to Article 10.9.
- 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 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. Ratification voting shall be overseen by a membership appointed scrutineer and shall be audited by the Chief Returning Officer. Notwithstanding anything else in

these Bylaws, all Members 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 Negotiations Officer shall sign the Collective Agreement on behalf of the Executive Board.

## **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 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.

### **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, to interest bearing securities issued by a Canadian Chartered Bank, or to equity investments where supported by the MRFA Membership.
- 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.
- 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 \$2,500,000 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, 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.
- 15.5.2 Where possible money should be allocated to this fund each year if the fund is less than \$2,500,000.
- 15.5.3 The Executive Board is authorized to make payments from this fund for the purposes set forth in Article 15.5.1.

## 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.
- 15.6.3 Where possible and when there is no outstanding Association debt related to 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 projects as set forth in Article 15.6.1.
- 15.6.5 The Audit and Finance Committee is authorized to make expenditures from this fund, up to \$4,000 annually, related to the maintenance and improvement of the Faculty Centre and shall recommend expenditures in excess of \$4,000 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. Balances in excess of this amount shall normally be redirected to the Building and/or Contingency Fund.

## 16. 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.

## **17. POLITICAL ACTIVITY, CHARITABLE ACTIVITY AND DONATIONS**

- 17.1. The Association is a non-partisan organization. The Association shall not endorse or donate to a particular political party or candidate for political office.
- 17.2. 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.
- 17.3. The Association, through the President or through another Executive Officer as the President's designee, may express non-partisan political views on matters 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 in accordance with applicable Association policies.
- 17.4. The Association shall not endorse or donate to groups or activities, except in conformity with a Special Resolution of the Membership or as set forth in Article 17.5.
- 17.5. 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:
  - 17.5.1. 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.
  - 17.5.2. Sponsorship of Association scholarships for students of the University in accordance with the Student Scholarships Policy;
  - 17.5.3. Sponsorship of University and University-related initiatives or events in accordance with the Donations Policy;
  - 17.5.4. 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;
  - 17.5.5. 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;
  - 17.5.6. 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.

## **18. INDEMNIFICATION**

- 18.1 The Association shall indemnify and save harmless Officers of the Executive Board, their heirs and estates, in relation to civil actions or administrative complaints against them personally for erroneous acts or omissions committed within the scope of their Association-related duties, acting in good faith. Such indemnification shall include reasonable legal defense costs, and any damages awarded against the Executive Board Officer personally. Indemnification shall not be extended to Executive Board Officers' willful misconduct or neglect, or to conduct outside the scope of their



Association-related duties. The Executive Board may cause the Association to purchase insurance to provide errors and omissions coverage to Officers of the Executive Board equal to or better than, and in place of, the indemnification contemplated in this clause, if available for purchase at a reasonable cost.

- 18.2 The Association shall indemnify and save harmless employees, their heirs and estates, of the Association in relation to civil actions or administrative complaints against them personally for erroneous acts or omissions committed within the scope of their Association-related employment duties, acting in good faith. Such indemnification shall include reasonable legal defense costs, and any damages awarded against the employee personally. Indemnification shall not be extended to employees' willful misconduct or neglect, or to conduct outside the scope of their Association-related employment duties. The Executive Board may cause the Association to purchase insurance to provide errors and omissions coverage to employees of the Association equal to or better than, and in place of, the indemnification contemplated in this clause, if available for purchase at a reasonable cost.

## **19. INSPECTION OF RECORDS**

MRFA shall maintain minutes, books and records at its primary office location or on its established document management systems as outlined in MRFA Policy. Subject to the Personal Information Protection Act (PIPA), Members may inspect the MRFA minutes, books and records during normal business hours at MRFA's primary office location. Pursuant to PIPA general (non-Officer) Members shall not be allowed to inspect MRFA minutes, books or records when such inspection would result in the disclosure of any "personal information" collected and held for use by MRFA, including but not limited to: "personal information" of employees of MRFA; "personal information" of Members and Grievors represented by MRFA; any other individual's "personal information" collected and used by MRFA in the course of carrying out its business and affairs. Records of closed sessions of the Executive Board, records of the Bargaining Team, records of the Collective Bargaining Caucus, records of the Grievance Committee, records of in-camera deliberations of the Awards Committee, records of closed session deliberations of the Audit and Finance Committee, election ballots, and survey responses are excluded as confidential.

## **20. PARLIAMENTARY PROCEDURE**

- 20.1. The current edition of Robert's Rules of Order shall govern 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.
- 20.1.1. 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.
- 20.2. 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 an account of how the matter has been addressed including a description of any corrective actions taken.
- 20.2.1. Any decisions resulting from a violation of such a Bylaw process or Article shall be null and void.

## **21. AMENDMENTS**

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.
- 21.4. Concerning a motion to amend a motion to make, alter or rescind bylaws:
- 21.4.1. 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
- 21.4.2. Such a motion to amend requires a two-thirds majority in order to pass.
- 21.5. 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:
- 21.5.1. The times and method for voting shall be communicated by the Executive Board as part of the written notice for the meeting;
- 21.5.2. The times for voting may include time for balloting at the meeting;
- 21.5.3. The times for voting may include extended times for balloting subsequently to the meeting; and
- 21.5.4. Voting must close no later than five (5) working days after the meeting.
- 21.6. 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.

## **22. CONTINUATION OF GOVERNANCE**

- 22.1. 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:
- 22.1.1. 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;
- 22.1.2. 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

- 22.1.3. 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.
- 22.2. The Executive Board shall provide written notice to the Members with respect to any actions taken pursuant to Article 24.1 within two (2) working days.
- 22.3. 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.
- 22.4. 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.

### **23. WIND UP AND DISSOLUTION**

Because the Association is a statutory 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. CHARGES AND HEARING PROCESS**

24.1. Subject to the other provisions of this process, any Member or Members (the “Complainant(s)”) in good standing who considers that a Member (including an Officer) has committed an offence amounting to conduct inconsistent with these Bylaws, including but not limited to a dereliction of duty, or has shown an inability to perform their duties, or who has crossed a picket line may make a “Charge” against the Member (the “Respondent”).

The Charge shall be submitted to the Executive in writing and shall contain the facts on which said Charge is being laid and must be signed by the Complainant(s). The Executive may also lay a Charge against an Officer in its own right by passage of a resolution by two thirds majority. A Charge may include more than one Ground.

Complaints about violations of MRFA policies, policies and community agreements shall be addressed under the Association’s Complaints Policy or, the Executive Board, by a two-thirds majority vote may lay Charges under this Bylaw.

- 24.1.1. A Member that is not a “designated essential services worker” who crosses an MRFA picket line without a picket pass provided by the Association to work for the Employer during a lawful strike and/or lawful lockout threatens the MRFA’s legitimate interests and has committed an offence inconsistent with the Objectives of these Bylaws;
- 24.1.2. A Member who has been found guilty of a Charge or Charges where a monetary penalty has been imposed, and who fails to pay it after having been given a reasonable time to do so, has committed a further offence and may be subsequently Charged and Tried.

24.2. No Charges laid by Complainant(s) can proceed against a Respondent unless it has been authorized by two thirds majority vote of the members of the Executive.

24.3. Where formal complaint has been addressed under the Complaints Policy, the Complaints Board may suspend participatory rights as outlined in article 24.28 and may not interfere with statutory rights as specified in Article 24.29

### *Preliminary Assessment of Charge(s)*

24.4. The Executive, upon receipt of a Charge laid by Complainant(s), or if it verily believes that there are reasonable grounds to lay a Charge in its own right, against a Member or Officer, must do at least one of the following within fourteen (14) calendar days:

- 24.4.1. review the Charge and, if the Executive determines through a resolution passed by simple majority that the Charge is frivolous, wholly without merit, or cannot be reasonably substantiated or proven, dismiss the Charge without further investigation or hearing. For the purposes of making this determination, the Executive shall consider the Complainant(s)’ obligation to prove, on a balance of probabilities, the allegations in the Charge; or

- 24.4.2. may delegate an Investigator to investigate the Charge within a reasonable time and who shall be supplied with:
- 24.4.2.1. a copy of the Charges;
  - 24.4.2.2. a copy of this Charges and Hearings Process;
  - 24.4.2.3. contact information for the Complainant(s) and the Respondent and known witnesses; and
  - 24.4.2.4. any other relevant information or documentary evidence; or
- 24.4.3. advance the Charges to Hearing
- 24.5. Where Executive has chosen to do an investigation under 1(b) above, then upon receipt of the Investigator's confidential report, the Executive shall make a decision, through a resolution passed by simple majority to preliminarily dismiss the Charges, or passed by two thirds majority to advance the Charges to a Hearing.
- 24.6. In the case of a Charge or Charges laid by Complainant(s) or the Executive against one or more Officers, the SAFRO shall cause the Association to retain an individual who shall be a present or past member of a law society of a common law provincial or territorial jurisdiction of Canada to act as "Gatekeeper." The SAFRO shall not act as Gatekeeper.
- 24.6.1. The Gatekeeper shall be reasonably remunerated at the expense of the Association and shall not be appointed to act as Hearing Chair in the same or related matters.
  - 24.6.2. The Gatekeeper shall investigate the Charge or Charges within a reasonable time and shall be supplied with:
    - 24.6.2.1. a copy of the Charges;
    - 24.6.2.2. a copy of this *Charges and Hearings* Process;
    - 24.6.2.3. contact information for the Complainant(s) and the Respondent and known witnesses; and
    - 24.6.2.4. any other relevant information or documentary evidence.
  - 24.6.3. The Gatekeeper shall produce a confidential report to Executive with:
    - 24.6.3.1. Reasons and a conclusion that a Charge is or Charges are either frivolous, wholly without merit, or cannot be reasonably substantiated or proven, or that a Charge has or Charges have a reasonable prospect of success; and
    - 24.6.3.2. A recommendation either that a Charge or Charges be preliminarily dismissed, or that a Charge or Charges be advanced to a Hearing.
  - 24.6.4. If the Gatekeeper's recommendation is that a Charge or Charges be preliminarily dismissed, the Executive shall preliminarily dismiss that Charge or those Charges.
  - 24.6.5. If the Gatekeeper's recommendation is that a Charge or Charges be advanced to Hearing, the Executive shall advance that Charge or those Charges to a Hearing.

24.7. The Executive's decision to either preliminarily dismiss the Charges or to advance the Charges to Hearing is final and binding.

*Appointment of Hearing Chair, Prosecuting Advocate, and Notice of the Charges and Hearings Process*

24.8. Should Executive decide to advance a Charge or Charges to Hearing, it shall:

24.8.1. appoint a third party, who is not a Member in the Association, to act as the "Hearing Chair", to hold a hearing in procedural compliance with Labour Relations Code. Specifically, Executive or its delegate shall ensure that the Respondent is:

24.8.1.1. served personally or by double registered mail with specific Charges in writing; and

24.8.1.2. given a reasonable time to prepare the person's defence, and is informed of any applicable timelines; and

24.8.1.3. advised that they shall be afforded a full and fair hearing, including the right to be represented by counsel (including legal counsel);

24.8.2. appoint a third party, who is not a Member of, an Officer, nor the SAFRO of the Association, to act as Prosecuting Advocate, which will prosecute the Charges on behalf of the Association.

24.9. The Appointed Hearing Chair shall be a present or past member of a law society of a common law provincial or territorial jurisdiction of Canada. The Appointed Hearing Chair shall not be the same individual as the Gatekeeper in the same or related matters.

24.10. The appointed Hearing Chair and Prosecuting Advocate shall be reasonably remunerated at the expense of the Association.

24.11. The appointed Hearing Chair shall ensure that the Respondent is afforded a full and fair hearing, including the right to be represented by counsel (including legal counsel).

24.12. If an Respondent is an Officer, the Executive may, through a resolution passed by simple majority, place the Respondent on a non-disciplinary administrative suspension of duties (and of employment and with pay, if applicable) pending the outcome of the Charges and Hearings Process.

The decision to impose a non-disciplinary administrative suspension shall be made taking into account the nature of the alleged offence, and the best interests of the Association and its Membership. Where the Executive places an employee of the Association on a non-disciplinary administrative suspension of duties with pay pending the outcome of the Charges and Hearings Process, such action does not amount to a constructive termination of the employment contract.

*Rules Concerning Proceedings Before the Hearing Chair*

24.13. On receipt of the Charge from the Executive, the appointed Hearing Chair shall convene a hearing no later than four weeks after receipt of the Charge and shall email the notice of the hearing to the Executive, the Prosecuting Advocate and the Respondent. The Prosecuting Advocate and the Respondent shall be given not less than 10 days written notice of the date and place of the hearing.

- 24.14. The Hearing Chair shall hear and determine the disposition of the Charge with impartiality and shall give the Respondent and the Prosecuting Advocate the opportunity to present evidence and arguments.
- 24.15. The Hearing Chair shall determine their own procedures and without limiting that general authority:
- 24.15.1. may accept oral or written evidence that it considers proper, whether admissible in a court of law or not;
  - 24.15.2. is not bound by the law of evidence applicable to judicial proceedings;
  - 24.15.3. shall follow the rules of natural justice and fair procedure in the conduct of its hearing;
  - 24.15.4. shall allow witnesses to be called and cross-examined;
  - 24.15.5. shall deliberate upon its decision in private, considering only the evidence and submissions raised during the hearing, to reach its decision;
  - 24.15.6. may retain legal counsel (at the expense of the Association) to advise them regarding their procedures and practices before and during the hearing;
  - 24.15.7. shall decide whether the hearing is to be held in private;
  - 24.15.8. shall decide where the hearing, in person or virtual, will be held;
  - 24.15.9. may refuse any person who is not directly involved in the proceedings the right to attend the hearing;
  - 24.15.10. may grant postponements and adjournments;
  - 24.15.11. may ask questions of the Prosecuting Advocate, the Respondent and witnesses;
  - 24.15.12. may proceed in the absence of the Respondent if they have been duly notified that the hearing was to be held and expressly or implicitly declined to participate; and
  - 24.15.13. shall maintain order during the hearing.
- 24.16. Records obtained by any person through the Hearing procedure shall be maintained confidential, and shall not be used for any purpose other than the Hearing process.
- 24.17. Records obtained by any person through the Hearing procedure shall be securely destroyed, or returned to their source, within a reasonable time after their use is necessary for proceedings including, and related to or arising out of, the Hearing procedure.

*Rights of the Respondent*

- 24.18. The Respondent shall have the right, subject to the provisions of the *Labour Relations Code* and the *Personal Information Protection Act*:
- 24.18.1. to be informed of the specific Charges and provided a full and complete copy of the Charge and amendments or additions thereto by personal service or double registered mail, and by email;
  - 24.18.2. to know the identity of the Complainant(s);

- 24.18.3. to be provided with a copy of any Investigator's report;
- 24.18.4. to be provided with any additional documentary evidence gathered by the Investigator or the Gatekeeper;
- 24.18.5. to call and cross-examine witnesses;
- 24.18.6. to be given a reasonable time to prepare their defence;
- 24.18.7. to be heard; and
- 24.18.8. to be represented by any person, including legal counsel of their own choosing at their own expense.

*Process*

- 24.19. The appointed Prosecuting Advocate shall represent the interests of the Association in the Hearing hearing. They shall present the evidence of the Charge at the hearing on behalf of the Executive or the Complainant(s) as the case may be, and shall make submissions at the hearing.
- 24.20. At the discretion of the Executive, legal counsel may be hired (at the expense of the Association) to assist the Prosecuting Advocate to present its case.
- 24.21. The Prosecuting Advocate shall provide pre-hearing disclosure of the case, and their written argument that will be presented on behalf of the Executive or the Complainant(s) as the case may be, to the Respondent and to the Hearing Chair by email at least 5 days prior to the hearing.
- 24.22. The Respondent shall provide pre-hearing disclosure of their case, and their written argument, that will be presented on their behalf to the Prosecuting Advocate and to the Hearing Chair by email at least 5 days prior to the hearing.
- 24.23. Each party, on receipt of the other party's disclosure, shall then be entitled to submit their reply arguments to each other and to the Hearing Chair by email at least 2 days prior to the hearing.
- 24.24. The burden of proof shall be upon the Prosecuting Advocate, and the standard of proof shall be on the balance of probabilities. The hearing format shall be as follows:
  - 24.24.1. the Prosecuting Advocate may make an opening statement;
  - 24.24.2. the Respondent may make an opening statement;
  - 24.24.3. the Prosecuting Advocate presents their evidence;
  - 24.24.4. the Respondent presents their evidence;



- 24.24.5. the Prosecuting Advocate presents their rebuttal evidence, if any;
- 24.24.6. the Prosecuting Advocate presents their argument;
- 24.24.7. the Respondent presents their argument;
- 24.24.8. the Prosecuting Advocate presents their reply argument;
- 24.24.9. the Respondent presents their surrebuttal argument, if any.

24.25. The Hearing Chair may ask questions throughout the hearing.

*Decision of the Hearing Chair & Disciplinary Penalty*

24.26. The Hearing Chair shall render a decision, in writing, explaining the rationale for their decision and will submit it by email, within thirty (30) days after conclusion of the hearing, to:

- 24.26.1. the Respondent, and their legal counsel if any;
- 24.26.2. the Complainant(s);
- 24.26.3. and Prosecuting Advocate and their legal counsel if any; and
- 24.26.4. the Executive

24.27. The Hearing Chair shall:

- 24.27.1. find the Respondent not guilty of a Charge or the Charges; or
- 24.27.2. find the Respondent guilty of a Charge or the Charges (hereafter the “Convicted”).

24.28. If the Hearing Chair finds Respondent guilty of a Charge or Charges, the Executive, through a resolution passed by simple majority, shall render a disciplinary penalty or penalties, which shall be commensurate with the proven offense(s), and without limiting the generality of the foregoing may include:

- 24.28.1. suspension of participatory rights as a Member in the Association, or some of them, for a specific duration. Such participatory rights include, but are not limited to:
  - 24.28.1.1.attending membership Meetings and other Association events;
  - 24.28.1.2.voting on resolutions or other matters pertaining to the business of the Association;

24.28.1.3. standing for election to, or holding or continuing to hold, an office in the Association, including as an Officer..

24.28.1.4. Suspension of rights to access the Faculty Centre, or other MRFA Professional Development and Social Events, for a period time.

24.28.2. suspension from office of a specific duration without remuneration from the Association;

24.28.3. removal from office for the remainder of the Officer's term in office;

24.28.4. prohibition from being elected to or holding office for a specific duration;

24.28.5. a monetary penalty.

24.29. The disciplinary penalty cannot include:

24.29.1. suspension of, or expulsion from, Membership in the Association, which is statutorily dictated;

24.29.2. interference with the Member's statutory rights, including but not limited to:

24.29.2.1. voting on a formal mediator's recommendations pursuant to Labour Relations Code, s 66(3), 68;

24.29.2.2. voting on the most recent offer presented to the other party pursuant to Labour Relations Code, s 69;

24.29.2.3. voting in the election of the "executive" that manages the business and affairs of the Association pursuant to the Post- secondary Learning Act, s 86(1).

24.29.3. any affect on the Association's duty to fairly represent the Convicted person with respect to their rights under the Collective Agreement between the Association and the Employer pursuant to Labour Relations Code, 153.

24.30. The Hearing Chair's guilty or not guilty decision, and the Executive's disciplinary penalty decision following a conviction, are final and binding.