

Toronto Metropolitan Faculty
Association

By Law Number 1

Toronto Metropolitan Faculty
Association

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(Consolidated Edition)

Approved by Members
at a duly constituted
General Membership Meeting
12 May 2004
Amended¹

07 October 2004

05 May 2005

01 December 2005

09 May 2006

03 May 2007

06 December 2007

07 May 2008

13 May 2009

11 May 2010

14 May 2014

05 May 2015

05 May 2016

04 December 2018

02 May 2019

05 May 2020

08 December 2020

07 May 2021

06 December 2022

¹ For text of particular amendments, refer to the approved Minutes of the relevant General Membership Meeting.

08 May 2003: General Membership Meeting Resolution

WHEREAS: The President, as part of his successful election campaign during Fall 2002, indicated that enhancing the democratic structures of the TMFA would be a priority of his Presidency; and

WHEREAS: The immediate past-President of the TMFA, Michael Doucet, in his farewell address, identified the relationship between and among the Negotiating Committee, the Executive Committee and the membership as a matter in need of a full and frank discussion; and

WHEREAS: Review of the Association's By-law is necessary to facilitate the goal of full and frank discussion and to enhance the democratic structures of the TMFA; and

WHEREAS: The Executive, at its 29 April 2003 meeting, resolved to establish a special advisory committee to review the By-law and make recommendation for changes as necessary;

THEREFORE BE IT RESOLVED THAT an "Ad Hoc Committee on By-Law Consultation and Renewal" be established by this meeting, with a mandate to review the By-law, propose amendments as necessary, and report on its deliberations at the first General Membership Meeting of Fall 2003; and

BE IT FURTHER RESOLVED THAT the *ad hoc* committee consist of one member named by and from the Executive Committee, the Chair of the Council of Department/School Representatives, TMFA past President Donald McKay, and two members who are neither a Department/School Representative nor a member of the Executive Committee elected by and from the membership; and

BE IT FURTHER RESOLVED THAT the *ad hoc* committee shall, in preparing its proposed revisions engage in broad consultations with, but not necessarily restricted to:

- a) the membership; and
- b) the Department/School Representatives; and
- c) the Executive Committee; and
- d) the Canadian Association of University Teachers (CAUT);
- e) other University Faculty Associations and other unions; and
- f) legal counsel as required.

16 June 2003: Committee Composition Announced

- David Checkland (Executive representative – by acclamation)
- Robert Rinkoff (Chair, Council of Dept./School Reps – by resolution)
- Donald McKay (Past President – by resolution)
- Neil Thomlinson (Politics/Public Administration – elected)
- Agnes Meinhard (Business Management – elected)

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BYLAW NUMBER 1

Toronto Metropolitan Faculty Association

Toronto Metropolitan University

ARTICLE 1: NAME

The name of this Association is “Toronto Metropolitan Faculty Association;” hereinafter referred to as “the Association.”

ARTICLE 2: INTERPRETATION

2.1 In this Bylaw and all other bylaws and resolutions of the Association, unless the context otherwise requires:

- (a) “Association” means the Toronto Metropolitan Faculty Association;
- (b) “bargaining unit” means the full-time faculty, professional librarians and counsellors employed by Toronto Metropolitan University;
- (c) “Board of Governors” means the Board of Governors of Toronto Metropolitan University;
- (d) “Chair” means the chairperson of any meeting held under the auspices of the Association, or the Chair of a committee, or the Chair of a Department/School, as the context shall determine;
- (e) “Collective Agreement” means the Collective Agreement between the Board of Governors and the Association in effect from time to time;
- (f) “Department/School” means the base academic unit of the University headed by a Chair or Director and a subset of a Faculty headed by a Dean;
- (g) “Director” means member of the Executive Committee;
- (h) “Employer” means Toronto Metropolitan University;
- (i) “Executive” and “Executive Committee” means the board of directors of the Association as that term is used in the Act;
- (j) “General Membership Meeting” or “GMM” means any meeting of Members constituted under the provisions of Article 9 of this Bylaw No 1;
- (k) “grievance” means “appeal” and “Grievance Committee” means “Association Appeals Committee” as the terms are used in the Collective Agreement;

- (l) “*Labour Relations Act*” means the *Labour Relations Act*, S.O. 1995, Chapter 1 Schedule A, and any statute that may be substituted therefor, as from time to time amended;
- (m) “Letters Patent” means the letters patent incorporating the Association as a corporation, as from time to time amended and supplemented by supplementary letters patent;
- (n) “Member,” unless otherwise specifically provided, means Active Member (as defined by Article 8.1 of this Bylaw) in good standing (as defined by Article 8.3 of this Bylaw);
- (o) “*Not-for-Profit Corporations Act*” means the Ontario *Not-for-Profit Corporations Act*, S.O. 2010, Chapter 15, as from time to time amended;
- (p) “Officer” means anyone who holds elected or appointed office under any provision of this Bylaw; and
- (q) “University” means Toronto Metropolitan University.

2.2 Headings used in this Bylaw are for convenience of reference only and shall not affect the construction or interpretation thereof.

ARTICLE 3: GOVERNING AUTHORITY

The Association is both a trade union – recognised under the *Labour Relations Act* as the bargaining agent for the bargaining unit – and a corporation without share capital registered under the provisions of the *Not-for-Profit Corporations Act*. In the event of a conflict between any provision of this Bylaw and any provision of the *Labour Relations Act* applicable to the Association, the provisions of the *Labour Relations Act* shall prevail. In the event of a conflict between any provision of this Bylaw and any provision of the *Not-for-Profit Corporations Act* applicable to the Association, the provisions of the *Not-for-Profit Corporations Act* shall prevail.

ARTICLE 4: PURPOSE AND OBJECTS

The purpose and objects of the Association are as follows:

- (a) To represent, protect, maintain and advance the interests of its Members in their employment at the University;
- (b) To negotiate a Collective Agreement on behalf of its Members with the Board of Governors;
- (c) To work with the administration and other groups within the University around areas of common concern;
- (d) To promote an effective environment for teaching, learning and scholarly, research and creative activity;

- (e) To promote harmonious relations and enter into agreements and negotiations with other similar associations as would best advance the interests and welfare of its Members and the employees of other similar institutions;
- (f) To participate in the civic, social and educational activities of the broader community where deemed appropriate; and
- (g) To make, receive, acquire or hold gifts, donations, devices and bequests for the objects of the Association.

ARTICLE 5: ORGANIZATIONAL STRUCTURE

5.1 This Bylaw is adopted by the Association pursuant to relevant provincial legislation, to safeguard the rights of all Members, to provide for responsible administration of the Association, and to involve as many Members as possible in the affairs of the Association through the sharing of duties and responsibilities.

5.2 The governing bodies of the Association shall consist of the following:

- (a) the membership,
- (b) the Representatives' Council,
- (c) the Executive Committee, and
- (d) other committees and sub-committees as may be struck, from time to time, under the terms of this Bylaw.

5.3 Subject to the provisions of the *Not-for-Profit Corporations Act*, the plenary authority of the Association shall rest with the membership of the Association. Such authority shall be exercised, in accordance with this Bylaw, in properly constituted membership meetings, direct votes of Members, and such other mechanisms as are provided for by this Bylaw.

5.4 The fiscal year of the Association shall be from 01 September through 31 August.

5.5 Except as explicitly provided for elsewhere in this Bylaw, no Member or Officer shall receive remuneration, honoraria, or payment for services rendered to the Association unless a motion approving such remuneration, honoraria, or payment is approved by resolution at a duly constituted General Membership Meeting.

5.6 Any Member who has received the prior approval of the Executive Committee or the membership to incur reasonable expenses in the performance of duties for the Association shall receive reimbursement for such expenses.

5.7 Except as specifically provided for by this Bylaw or a resolution of the membership, all meetings held under the auspices of the Association shall be conducted in accordance with the most recent edition of Bourinot's Rules of Order, a copy of which shall be kept on file in the offices of the Association.

5.8 The Association strongly endorses the principles of equity and inclusion throughout the organization. This applies to interactions between members as well as policies and appointments. No form of discrimination, intimidation, exclusion, or harassment is acceptable from any staff or members of any committee or council of the Association. Specifically, there shall be no discrimination, exclusion, or harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sex, sexual orientation, age, marital status, same-sex partnership status, family status, illness or disability.

ARTICLE 6: HEAD OFFICE

The Head Office of the Association shall be at the City of Toronto, in the Province of Ontario, and at such place therein as the Executive may from time to time determine.

ARTICLE 7: SEAL

The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of the Association.

ARTICLE 8: MEMBERSHIP

The Association shall have two classes of member:

8.1 Active Member

Subject to the provisions of Article 8.4 of this Bylaw, all full-time faculty members, professional librarians and professional counsellors employed by the University and holding positions up to and including Chair/Director of a teaching Department/School shall be active members of the Association while they are so employed.

8.2 Associate Member

8.2(a) All full-time faculty members, professional librarians and professional counsellors employed by the University and holding positions in the administration above Chair/Director of a teaching Department/School or who accept appointment to administrative positions in the non- academic administration, will not be regular members, and will normally elect to be associate members of the Association while they are so employed. Failure to elect to be an associate member, will abandon any right of access to, or return to, the bargaining unit represented by the Association.

8.2(b) Associate members shall have the right to attend social functions of the Association, to receive information bulletins deemed to be appropriate by the

Executive, and to automatically return to active membership upon completion of their administrative term of office. Associate members shall not have the right to vote, to attend General Membership Meetings of the Association, to be subscribers to the Association's e-mail lists, or to hold office in the Association; nor shall they be entitled to any rights in the assets of the Association. Associate members shall pay dues to the Association at one-half the mill rate charged to active members.

8.3 Good Standing

An active or associate member shall be deemed to be in good standing if s/he has paid all of the fees and assessments provided in Articles 16 and 17 of this Bylaw.

8.4 Termination of Active Membership

- 8.4(a) Retirement, resignation or discharge of any active member from the University, or promotion of an active member above the position of Chair/Director of a teaching Department/School, shall automatically constitute the immediate termination of the membership of such Member. If such Member held any office at the time of his/her resignation, retirement or discharge aforesaid, s/he shall be deemed to have resigned and any such office so held by him/her shall be thereupon vacant. Provided, however, that where an active Member is discharged from the employ of the University, and the Association pursuant to any agreement in effect between itself and the Board of Governors elects to appeal, dispute or challenge such discharge, the membership of such person shall be deemed not to have terminated until the exhaustion or abandonment of all proceedings with respect to the said discharge arising under such agreement including proceedings in any public tribunal or in any Court of Law within Canada which may arise therefrom.
- 8.4(b) Retirement, resignation or discharge of any associate member from the University shall automatically constitute the immediate termination of the membership of such member.
- 8.4(c) Any active member who accepts an individual employment contract with the University not in accordance with the agreement negotiated between the Association and the Board of Governors of the University shall be automatically expelled from active membership, and all rights and privileges of such membership shall cease forthwith, including, without limiting the foregoing, access to the appeals procedure and any other benefits of the Association.
- 8.4(d) Any active or associate member whose dues are more than one month in arrears may be suspended by the Executive and, in the event of such suspension, the suspended Member shall, until reinstatement, possess no rights in or to the Association or the property and assets thereof and shall hold no further office therein.

- 8.4(e) When any active or associate member of the Association dies, his/her membership shall immediately lapse and shall cease to exist and his/her estate and his/her heirs shall possess no rights in or to the Association or the property and assets thereof, save and except any provision for death benefit that may be in force at such times, and shall hold no further office therein.

8.5 Non-exclusion

No person shall be excluded from membership because of age; race; creed; colour; national origin; nationality; ancestry; citizenship; religious or political affiliation, belief, or activity; academic school of thought; gender, sex, or sexual orientation; marital or parental status; place of residence; criminal record; physical handicap or disability; positive Human Immune Deficiency Virus (HIV) test; illness, including Acquired Immune Deficiency Syndrome (AIDS) and AIDS-related illnesses; nor by reason of activity or non-activity in the Association.

8.6 Obligation

Membership in the Association shall obligate each Member to abide by the provisions of this Bylaw, as well as any legal agreement entered into by the Association on her or his behalf.

8.7 Equivalency

For the purpose of this and all other articles of this Bylaw, it shall be the prerogative of the Executive Committee to determine whether any University office or position is the equivalent of Chair/Director, Acting Chair/Director, or Interim Chair/Director.

ARTICLE 9: GENERAL MEMBERSHIP MEETINGS

9.1 Frequency

A General Membership Meeting shall be held in each of December and May of each year and at such other times as such meetings may be called under the provisions of this Article.

9.2 Attendance

- 9.2(a) Except as otherwise required by this Bylaw or by the *Not-for-Profit Corporations Act*, General Membership Meetings shall be closed to all but Members and staff of the Association.
- 9.2(b) Notwithstanding Article 9.2(a) of this Bylaw, Members may, at any General Membership Meeting, by a two-thirds (2/3) majority of votes cast, allow one or more persons who are not Members or staff to attend all or part of that General

Membership Meeting.

- 9.2(c) Notwithstanding Article 9.2(a) of this Bylaw, the Executive Committee may invite one or more persons who are not Members or staff to attend all or part of a particular General Membership Meeting.

9.3 **Voting**

- 9.3(a) Each Member, including the Chair, shall be entitled to exercise only one vote on any motion or resolution which comes before any General Membership Meeting.
- 9.3(b) At all General Membership Meetings, every question shall be decided by a simple majority of the votes of the Members present and voting, unless otherwise required by this Bylaw or by legislation. Without restricting the generality of the foregoing, any resolution or motion of the Members with respect to the affiliation or disaffiliation of the Association with an external organization, or with respect to the purchase or sale of real property by the Association shall be decided by at least two-thirds (2/3) of the votes of those Members present.
- 9.3(c) Except where otherwise provided for in this Bylaw, voting shall be by show of hands. Unless a poll is demanded by a Member, a declaration by the Chair that a resolution has been carried or defeated shall be conclusive.
- 9.3(d) When a poll is demanded by a Member, it shall be taken in such manner as the Chair shall direct and the numerical result shall be recorded in the minutes and deemed the decision of the Association.
- 9.3(e) In the case of an equality of votes cast at any General Membership Meeting, the Chair shall register a second or casting vote.
- 9.3(f) While personal attendance and participation by members at members' meetings is strongly encouraged and preferred, every member entitled to vote at a meeting of members may, by means of a proxy, appoint another person as the member's nominee to attend at and act at the meeting in the manner, to the extent and with the power conferred by the proxy. Any proxy to be used at a meeting must be in the form established by the Executive from time to time, which form shall be made available at the Head Office of the Association. Any proxy form to be used at a meeting of members must be filed with the Secretary before the meeting is called to order.
- 9.3(g) No member (including members of the Councils or the Executive) may solicit proxies from other members.

9.4 **Quorum**

The necessary quorum for the transaction of business at any General Membership Meeting shall be the lesser of fifty (50) Members or one-tenth (1/10) of the total Members.
For calculation of quorum, proxy forms will not be counted.

9.5 **Calling and Petitioning**

- 9.5(a) A General Membership Meeting may be called at any time by the President, by majority vote of the Executive Committee, or by two-thirds (2/3) majority vote of the Representatives' Council; and shall be called by the Executive upon receipt of a written petition signed by not fewer than thirty (30) Members.

- 9.5(b) To be valid, a petition requesting a special meeting must contain the name, Department/School affiliation, and signature of each signatory, as well as a statement of the purpose for which the Members are petitioning the meeting.

- 9.5(c) Upon receipt of a properly constituted petition, the Executive Committee shall call a General Membership Meeting to take place within fourteen (14) days of receipt of the petition, and shall provide, in the notice required under the provisions of Article 9.6(a), a clear statement of the purpose cited by the petitioning Members, and a draft agenda that lists, as the sole item of business, the matter with which the petition is concerned. Subject to the requirements of this Bylaw and the *Not-for-Profit Corporations Act*, the meeting may add to the agenda items for consideration by the General Membership Meeting, but such items may not precede consideration of the matter with which the petition is concerned.

9.6 **Notice**

- 9.6(a) Except as provided by Article 9.6(c) herein, written notice of the date, time, place, and purpose of any General Membership Meeting shall be given to all Members not later than ten (10) days previous to the meeting.

- 9.6(b) Written notice may be provided by e-mail.

- 9.6(c) Where a General Membership Meeting is deemed necessary for the consideration of contract offers immediately previous to and during negotiations and where deadlines preclude the provision of ten (10) days' notice as provided for in Article 9.6(a) herein, the meeting may be called with three (3) days' notice by e-mail or telephone.

- 9.6(d) No General Membership Meeting shall be invalid, nor shall any proceedings taken or had at such meeting be void as a result of any error or accidental omission in giving notice of such meeting or adjourned meeting, or as a result of the non-receipt of any notice by any Member or Officer. Any Member or Officer may at any

time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

9.7 December Meeting

- 9.7(a) At the December General Membership Meeting, the Executive and each Standing Committee shall report to the membership on the business transacted and activity conducted during the fiscal year ended 31 August of the same year.
- 9.7(b) At the December General Membership Meeting, the Treasurer shall, on behalf of the Executive Committee, present to the membership an audited financial report covering the fiscal year ended 31 August of the same year.
- 9.7(c) The December General Membership Meeting shall consider such other matters as are properly brought forward.

9.8 May Meeting

- 9.8(a) The May General Membership Meeting shall adopt a budget for the Operating Fund and a budget for the Defence Fund for the fiscal year that will commence on 01 September of the same year. The Treasurer shall, on behalf of the Executive Committee, propose such budgets for the consideration of Members. Subject to the provisions of Articles 10.5(c), 10.5(g), and 17.4(c), such budgets represent the spending authority granted to the Executive by the Members for the fiscal year that will commence on 01 September.
- 9.8(b) At the May General Membership Meeting, the Representatives' Council shall report to the membership on its activities during the previous academic year.
- 9.8(c) The May General Membership Meeting shall appoint auditors for the following fiscal year.
- 9.8(d) The May General Membership Meeting shall consider such other matters as are properly brought forward.

ARTICLE 10: EXECUTIVE COMMITTEE

10.1 Composition, Eligibility and Collective Responsibility

- 10.1(a) The Executive Committee shall consist of the President; the Vice-President Internal; the Vice-President External; the Secretary; the Treasurer; the Health and Safety Officer; the Chairs of the Negotiating Committee, the Grievance Committee, the Professional Affairs Committee, the Equity Issues Committee; two (2) members

at large and Indigenous faculty representative elected by the Indigenous Faculty Council (see 11.C).

- 10.1(b) Except as restricted by the provisions of Article 10.1(c), any Member is eligible to serve on the Executive Committee.
- 10.1(c) Members elected to the Board of Governors are not eligible to serve on the Executive Committee.
- 10.1(d) Except as specifically provided elsewhere in this Bylaw, no member of the Executive Committee shall serve on any Standing Committee established under the provisions of Article 12 of this Bylaw.
- 10.1(e) Each member of the Executive Committee shall be responsible to, and shall conform to the decisions of, the Executive Committee in carrying out his/her duties. Each member of the Executive Committee shall report regularly to the Committee, and shall ensure that the Executive Committee is informed with regard to her/his Association-related activities.

10.2 Installation and Term of Office

- 10.2(a) All members of the Executive shall be selected pursuant to the provisions of Article 14 of this Bylaw.
- 10.2(b) Elections shall take place according to the following schedule:

EVEN YEARS	ODD YEARS
President	Vice-President (Internal)
Vice President (External)	Health & Safety Officer
Treasurer	Secretary
Chair, Negotiating Committee	Chair, Grievance Committee
Chair, Equity Issues Committee	Chair, Prof. Affairs Committee
one Member at Large	Indigenous faculty representative one Member at Large

- 10.2(c) Except as provided for by Article 10.2(f), all members of the Executive elected during regular February elections shall take office immediately following the May General Membership Meeting at which the elections results are formally reported.

- 10.2(d) Except as provided for by Article 10.2(e), all members of the Executive elected during the regular February elections shall continue in office for a term of two (2) years.
- 10.2(e) The Chair of the Negotiating Committee shall serve, provided that no single term shall extend beyond five (5) years:
- (i) until the May General Membership Meeting after a new Collective Agreement with the University has been signed; or
 - (ii) until thirty (30) days after a new Collective Agreement with the University has been signed, if such agreement expires in less than nineteen (19) months from its date of signature.
- 10.2(f) The Treasurer elected during regular February elections shall take office on 01 September following the February elections at which s/he is elected.
- 10.2(g) Any vacancy on the Executive Committee shall be filled pursuant to the provisions of Article 14.5 of this Bylaw.

10.3 Meetings

- 10.3(a) The Executive shall meet, at a minimum, once per month during every month except June, July and August, or as often as the membership of the Executive Committee deems necessary.
- 10.3(b) The President or any three members of the Executive may call meetings of the Executive Committee.
- 10.3(c) A notice and agenda of all meetings of the Executive shall be forwarded to each member of the Executive Committee at least two days prior to the meeting naming the time and place of such meeting.
- 10.3(d) No meeting of the Executive shall be invalid, nor shall any proceedings taken or had at such meeting be void as a result of any error or accidental omission in giving notice of such meeting or adjourned meeting, or as a result of the non-receipt of any notice by any member of the Executive Committee. Any Executive member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
- 10.3(e) Meetings of the Executive Committee shall normally be open to all Members, who may attend as observers and, with the permission of the Executive, may speak. The Executive may, by resolution approved by at least two-thirds (2/3) of the Executive members present, exclude any or all persons not members of the

Executive when there is a need to maintain confidentiality, to protect the privacy or other interests of Members involved in a grievance, or for such other reason as the Executive may determine. The resolution of exclusion recorded in the minutes shall state the reason in general terms.

- 10.3(f) The Chair, as a member of the Executive, may speak to any question under consideration, but shall not usurp the position of any other member of the Executive on the speakers' list.
- 10.3(g) All members of the Executive who are present when a question is put, including the Chair, must vote either "in favour" or "opposed."
- 10.3(h) Every question shall be decided by a simple majority vote. When the number of votes in favour is equal to the number of votes opposed, the Chair shall register a second or casting vote.
- 10.3(i) Where a member of the Executive and/or his/her spouse or same-sex partner have a direct or indirect individual pecuniary interest in any matter under consideration, the Committee member shall absent him/herself from both discussion and vote and shall otherwise comply, as required, with the provisions of section 41 of the *Not-for-Profit Corporations Act*.
- 10.3(j) The Executive minutes shall record the disposition of each resolution, clearly indicating the number of votes in favour and votes opposed registered in each vote, and recording those voting "in favour" and "opposed."
- 10.3(k) One half of the members of the Executive shall constitute quorum for the transaction of business, provided that any such quorum must include at least one of the President, Vice- President (Internal), Vice-President (External), Secretary or Treasurer.

10.4 Duties: General

The Executive Committee shall:

- (a) be the governing body of the Association between General Membership Meetings;
- (b) administer this Bylaw as well as the provisions of any agreements made between the Association and the Employer;
- (c) oversee the functioning of the Grievance Committee with respect to the handling and processing of grievances. Such oversight shall include, but not be restricted to, considering any recommendation made by the Grievance Committee to file a grievance or to refer a grievance to arbitration or to deny a grievance;
- (d) co-ordinate the affairs of the Association, and may make or cause to be made on behalf of the Association any contract which the Association may lawfully enter into;

- (e) take such actions and render such decisions as may be necessary to carry out the lawful decisions and resolutions of the membership, including such directions as are implied by the adoption of Operating and Defence Fund budgets by the membership at the May General Membership Meeting;
- (f) at its first meeting in September of each year, designate which of the two Vice-Presidents shall assume the duties of the President in the event that the President resigns, is absent or is otherwise unable to perform her or his duties, until such time as the President is able to resume her/his duties or is replaced in accordance with the provisions of Article 14.5 of this Bylaw;
- (g) establish such standing sub-committees as it shall deem necessary for the provision of effective governance;
- (h) establish, on a case-by-case basis, a Grievance Appeals sub-committee to consider the appeal of a Member who does not agree with the recommendation of the Grievance Committee. The Grievance Appeals sub-committee shall consist of all members of the Executive Committee who did not take part in the decision to deny the grievance and who are not in any conflict of interest with respect to the individual case. The decision of the Grievance Appeals sub-committee represents the final position of the Association;
- (i) establish a Human Resources sub-committee consisting of the President, the Secretary, the Treasurer and one other Member named by and from the Executive Committee. The Human Resources sub-committee shall be responsible for the supervision and regular evaluation of all employees of the Association, and may make such other employee-related recommendations to the Executive Committee as it deems appropriate;
- (j) in consultation with the Human Resources sub-committee, be responsible for the hiring of such employees as the Executive deems necessary to carry on the business of the Association and may pay such employees with reasonable remuneration as it deems appropriate. Negotiations with employees shall be conducted by the Human Resources sub-committee, which shall forward its recommendations to the Executive Committee for decision on behalf of the Association;
- (k) exercise control, supervision and management of all physical property of the Association, and over any and all activities that are held upon premises in the University that the Association may occupy;
- (l) in collaboration with the Negotiating Committee and the Representatives' Council, initiate, during the month of September in the year preceding the expiry of the Collective Agreement, the demand-setting process set out in Article 12.6.A.4 of this Bylaw;
- (m) encourage each member of the Committee to participate in any training approved by the Committee to assist him/her in the professional performance of his/her duties;
- (n) establish the signing officers for the Association, which shall consist of any two of the President, Vice-President Internal, the Treasurer and one other member of the Executive designated by resolution; and
- (o) have the authority to appoint Members to represent the Association on various bodies that have either solicited or designated representation from the Association;

and shall ensure that a list of such positions, the persons appointed to fill them, and the term of each appointment is maintained, circulated to Members during each Fall term, and brought to the December General Membership Meeting to be received as information.

10.5 Duties: Financial Management

- 10.5(a) The Executive Committee shall consider proposed budgets brought before it by the Treasurer pursuant to Article 10.11(e), and shall propose to Members, at the May General Membership Meeting, a budget for the Operating Fund and a budget for the Defence Fund. Subject to the provisions of Articles 10.5(c), 10.5(g), and 17.4(c), the budgets approved by the May General Membership Meeting represent the spending authority granted to the Executive by the Members for the fiscal year that will commence on 01 September.
- 10.5(b) The Executive shall administer the Defence Fund in accordance with the provisions of Article 17.
- 10.5(c) The Executive may, in order to carry out its responsibilities, and in response to unforeseen circumstances, exceed the total expenditures authorized in the approved annual Operating Budget by up to 15% without seeking the prior approval of the Members;
- 10.5(d) If, at any point during the fiscal year, the Executive deems it advisable to commit the Association to operating expenditures in excess of what is permitted under the provisions of Article 10.5(c) above, the Executive shall seek approval, from the Members at a duly constituted General Membership Meeting, of a revised Operating Budget, or of a specific variance to the approved Operating Budget, or of extended spending authority in a specific amount for a specified time not beyond the next May General Membership Meeting.
- 10.5(e) The Executive shall invest such of the funds of the Association as are not required for the day-to-day operation of the affairs of the Association in such investments as it may deem appropriate.
- 10.5(f) The Executive may, when authorized by the membership at a General Membership Meeting, borrow money on the credit of the Association, and charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Association; including book debts, rights, powers, and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Association.
- 10.5(g) In the event that a General Membership Meeting scheduled to consider the annual budgets or a motion to grant additional spending authority fails to attain a quorum,

is unable to reach a decision, or for any other reason cannot be held, the Executive may pass an emergency Operating Budget for a period of up to three (3) months which may authorize spending of an amount up to twenty-five per cent (25%) of the last approved annual budget.

10.6 Release Time

- 10.6(a) The budgets brought forward by the Executive to the May General Membership Meeting shall each clearly indicate how much release time it is recommending be purchased, to which Association positions it is recommending that such release time be awarded, and the cost, exclusive of the University's contribution, of providing such release time.
- 10.6(b) Upon approval of the budgets and the completion of elections at the May General Membership Meeting, the Secretary shall notify the University in writing of the release time to be claimed in the following academic year.
- 10.6(c) Notwithstanding the budgetary discretion of the Executive Committee provided by Articles 10.5(c) and 17.4(c), the Executive may not, without the prior approval of a General Membership Meeting, exceed the total allocation for release time projected by both Operating & Defence budgets combined by more than three (3) one semester courses per year.
- 10.6(d) The provision of release time in a later year for services to the Association during a prior term or year shall be treated as an unfunded liability and shall require the explicit approval of a General Membership Meeting.

10.7 President

The President shall be the chief executive officer, chief administrator, and general spokesperson for the Association and shall:

- (a) normally chair all General Membership Meetings and meetings of the Executive Committee; however, at her/his discretion s/he may appoint a Chair for any meeting;
- (b) be responsible, in conjunction with the Executive, for the effective operation of the Association;
- (c) in conjunction with the Treasurer, be responsible for accounting for all funds of the Association;
- (d) The President is an ex-officio but non-voting member of the Indigenous Faculty Council;
- (e) represent the Association as a voting member of the Academic Council of the University;
- (f) be responsible for calling all General Membership Meetings and meetings of the

- Executive Committee;
- (g) chair meetings of the Representatives' Council in the absence of the Vice-President Internal;
 - (h) be responsible, in conjunction with the Secretary, for ensuring provision of the required notice, and for preparation of the agenda for all General Membership Meetings and meetings of the Executive Committee;
 - (i) report to the membership at each General Membership Meeting regarding the actions of the Executive Committee;
 - (j) represent the Association on joint committees with the Employer unless explicit provision is made for other representation;
 - (k) be responsible, in conjunction with the Vice-President Internal and the Executive Committee, to see that committee vacancies are filled where elections are not otherwise called for;
 - (l) normally represent the Association to at least one of the Canadian Association of University Teachers (CAUT) and/or the Ontario Confederation of University Faculty Associations (OCUFA), as the Executive shall determine;
 - (m) act as liaison between the Association and other unions and organisations internal to the University;
 - (n) represent the Association to such external bodies as may be directed by the Executive Committee; and
 - (o) perform such other duties as the Executive may, from time to time, determine.

10.8 Vice-President Internal

The Vice-President Internal shall be Chair of the Representatives' Council and shall:

- (a) be responsible for calling meetings of the Representatives' Council, for assuring that required notice is given, and for the preparation and circulation of the agenda;
- (b) be *ex officio* a member of all committees of the Representatives' Council;
- (c) cause to be kept a correct, full and impartial account of the proceedings of all meetings of the Representatives' Council, and shall ensure that a draft of such account is distributed to Representatives as soon as is reasonably possible after the meeting;
- (d) in conjunction with the Secretary, shall ensure that all records of the Representatives' Council are kept in a file located in the Association's offices,
- (e) when selected by the Executive pursuant to Article 10.4(e) of this Bylaw, assume the duties of the President in the event that the President resigns, is absent or is otherwise unable to perform her/his duties, until such time as the President is able to resume his/her duties or is replaced in accordance with Article 14.5 of this Bylaw.
- (f) chair General Membership Meetings and meetings of the Executive Committee in the absence of the President or his/her designate;
- (g) as directed by the Executive and in consultation with the President, act as liaison between the Association and other unions and organisations internal to the University;

- (h) normally act as liaison between the Executive and all Members who represent the Association on various committees of the University; and
- (i) perform such other duties as the Executive may, from time to time, determine.

10.9 Vice-President External

The Vice-President External shall:

- (a) normally represent the Association to at least one of the Canadian Association of University Teachers (CAUT) and/or the Ontario Confederation of University Faculty Associations (OCUFA), as the Executive shall determine;
- (b) represent the Association to such bodies external to the University as may be directed by the Executive or the Representatives' Council;
- (c) when selected by the Executive pursuant to Article 10.4(e) of this Bylaw, assume the duties of the President in the event that the President resigns, is absent or is otherwise unable to perform her/his duties, until such time as the President is able to resume her/his duties or is replaced in accordance with Article 14.5 of this Bylaw.
- (d) insofar as is practical, and where appropriate, in consultation with the Chairs of the Negotiating and Grievance Committees, monitor developments in other faculty associations and at other Universities including, but not necessarily limited to, the status of collective bargaining, significant grievances and arbitration awards;
- (e) keep informed of relevant legislative and regulatory developments at the provincial and national levels and co-ordinate the Association's response to such developments in consultation with the governing bodies of the Association.
- (f) bring to the attention of the Executive, the Representatives' Council and, upon direction of either body, the membership, such relevant external issues and concerns as are deemed appropriate, including, but not necessarily limited to, requests for financial and other support from other faculty associations in Canada and abroad;
- (g) chair such *ad hoc* committees as may, from time to time, be established by the Executive, the Representatives' Council, or the membership to address an issue or issues external to the University, and ensure that a correct, full and impartial account of the proceedings of any such meetings is delivered to the Secretary to be kept in a file in the Association's offices;
- (h) report to the Representatives' Council at least once each academic year, or more frequently if the Council shall so request, on matters of interest external to the University;
- (i) chair General Membership Meetings and meetings of the Executive Committee in the absence of the President or his/her designate, and the Vice-President Internal;
- (j) perform such other duties as the Executive may, from time to time, determine.

10.10 Secretary

The Secretary shall:

- (a) be the custodian of the Corporate Seal as well as of all books, papers, records, correspondence, contracts, and other documents belonging to the Association, except as provided by Article 12.6.B.2(e);
- (b) in conjunction with the President, ensure that proper notice is provided and that an agenda is prepared for meetings of the Executive Committee and for all General Membership Meetings;
- (c) ensure that all necessary information filings required by legislation applicable to the Association are made in a timely fashion;
- (d) cause to be kept a correct, full, and impartial account of the proceedings of all membership meetings and meetings of the Executive, and ensure that such records are kept in a file located in the Association's offices and are distributed to Members as soon as possible following their adoption;
- (e) in conjunction with the Vice-President Internal, ensure that the records of the Representatives' Council are kept in a file located in the Association's offices;
- (f) in conjunction with the Chair of any standing or *ad hoc* committee of the membership or the Executive Committee, ensure that the records of such committee are kept in a file located in the Association's offices;
- (g) answer correspondence on behalf of the Association as directed by the Executive Committee, and ensure that proper records of all correspondence of the Association are maintained;
- (h) ensure that the text of the current Bylaw is readily available to members on the Association's web-site and, if Members direct by resolution at a duly constituted General Membership Meeting, in hard-copy at the Association's offices;
- (i) assume primary editorial responsibility for a newsletter, web-site, and such other means of communication with Members as may be determined by the Executive;
- (j) upon termination of office, surrender all books, records, and other corporate property to her/his successor; and
- (k) perform such other duties as the Executive may, from time to time, determine.

10.11 Treasurer

The Treasurer shall be the chief financial officer of the Association and shall:

- (a) ensure that all revenues are deposited, in the form in which they are received, in an appropriate account in such a financial institution as the Executive Committee may direct, in the name of the Association;
- (b) ensure that all bills authorized for payment by the Executive are paid in a timely manner;
- (c) keep full and accurate accounts of all receipts and disbursements of the Association, and keep proper books of account in accordance with generally accepted accounting principles;
- (d) ensure that all payroll records are completed and maintained in accordance with the provisions of relevant legislation and/or any collective agreement covering

- Association staff;
- (e) recommend to the Executive Committee no later than its first regular meeting in April proposed budgets for the following fiscal year detailing projected revenues and expenses for the Operating and Defence Funds including, but not restricted to, projected release time and honoraria, projected costs for salaries, and projected expenses for each of the standing committees of the Association;
 - (f) as part of a report on the finances of the Association to the May General Membership Meeting, recommend the budgets approved by the Executive for the following fiscal year for the Operating and Defence Funds;
 - (g) provide reports to the executive, for the periods ending: Oct. 31, Dec. 31, Feb. 28/9; and April 30, within 30 days of these dates, highlighting variances and expected variances from the approved budget; and provide a year-end report to the executive, by October 31, for the period covering Sept. 1 - Aug 31, highlighting variances and;
 - (h) ensure that the finances of the Association are audited by an independent auditor once per year and present audited financial statements at the December General Membership Meeting;
 - (i) make all books, records and accounts available for inspection by the auditors upon reasonable notice; and
 - (j) perform such other duties as the Executive may, from time to time, determine.

10.12 Health and Safety Officer

The Health and Safety Officer shall:

- (a) represent the Association on the Joint Occupational Health and Safety Committee established pursuant to the provisions of the *Occupational Health and Safety Act*, RSO 1990 c0.1 or any successor legislation;
- (b) where departmental or locational occupational health and safety committees are required by law or by agreement:
 - (i) supervise the election of the required Association representatives when an election is called for;
 - (ii) recommend candidate(s) to the Executive when an appointment is called for;
 - (iii) convene, coordinate the activities of, and chair an Occupational Health and Safety Committee consisting of all Association Occupational Health and Safety representatives;
- (c) establish and maintain liaison with such relevant committees and organizations as the Executive Committee may, from time to time, deem necessary or advisable;
- (d) report regularly to the Executive Committee on matters relating to the occupational health and safety of Members;
- (e) report regularly to the Representatives' Council on matters relating to the occupational health and safety of Members, with such report to be included in the annual report of the Representatives' Council to the May General Membership Meeting;
- (f) work with the Health and Safety Committee of the Representatives' Council to

- establish priorities for addressing occupational health and safety concerns, and to develop strategies for effecting improvements related to occupational health and safety in working conditions;
- (g) keep apprised of relevant legislation related to matters of occupational health and safety, and inform the Executive and the Representatives' Council of changes in the duties and obligations of the Employer under law, as well as changes in the duties and obligations of the Association; and
 - (h) perform such other duties as the Executive may, from time to time, determine.

10.13 Chair, Negotiating Committee

The Chair of the Negotiating Committee shall:

- (a) participate actively in the demand-setting process outlined in Article 12.6.A.4 of this Bylaw;
- (b) work with the other members of the Negotiating Committee and any consultants deemed necessary by the Executive Committee to do relevant research into potential bargaining issues and to prepare, taking into account the negotiating mandate reached pursuant to the provisions of Article 12.6.A.4 of this Bylaw, the specific proposals of the Association to the Employer;
- (c) unless the Negotiating Committee unanimously decides otherwise, act as the Chief Negotiator for the Association
- (d) unless the Negotiating Committee unanimously decides otherwise, act as the spokesperson for the Negotiating Committee when communicating with Members or with organizations internal or external to the University;
- (e) report regularly to the Executive Committee regarding the progress of negotiations and regarding expenditures by the Negotiating Committee;
- (f) during the period between the establishment of a negotiating mandate and the achievement of a new Collective Agreement, consult regularly with the Executive Committee regarding prospective strategies to support the Association's demands;
- (g) work with the members of the Political Action Committee of the Representatives' Council to promote awareness of and support for the Association's demands;
- (h) keep Members apprised of the progress of negotiations, using e-mail or written reports, and through regular reports to the Representatives' Council;
- (i) be the Association's representative on the Collective Bargaining Committee of the Ontario Confederation of University Faculty Associations (OCUFA), and be empowered to name a designate if unable to attend meetings of the Collective Bargaining Committee; and
- (j) perform such other duties as the Executive may determine from time to time.

10.14 Chair, Grievance Committee

The Chair of the Grievance Committee shall:

- (a) act as the Grievance Officer of the Association as defined by Article 12.6.B.4 of this Bylaw;
- (b) oversee the handling and processing of all grievances and other related actions undertaken by the Association and/or its Members to enforce the Collective Agreement;
- (c) cause adequate records of all grievances conducted by the Association to be maintained in the offices of the Association;
- (d) during the demand-setting period as defined by Article 12.6.A.4 of this Bylaw, relay to the Negotiating Committee any suggestions for contractual improvements arising from the application of the expiring Collective Agreement; and
- (e) perform such other duties as the Executive may, from time to time, determine.

10.15 Chair, Professional Affairs Committee

The Chair of the Professional Affairs Committee shall:

- (a) take a leadership role in promoting creative and collegial exchange amongst Members and between Members and other professionals through such measures as the committee shall determine;
- (b) in collaboration with committee members and Association staff, ensure that the seminars, symposia and other activities sponsored by the committee are properly promoted to maximize the participation of Members;
- (c) issue, on behalf of the committee, the call for nominations for such awards as may, from time to time, be authorised by the membership;
- (d) ensure that the adjudication process utilized for any award respects published criteria, and is objective and free of interference; and
- (e) perform such other duties as the Executive may, from time to time, determine.

10.16 Chair, Equity Issues Committee

The Chair of the Equity Issues Committee shall:

- (a) take a leadership role in promoting the implementation of the guiding principles of the committee set out in Article 12.6.D.3 of this Bylaw;
- (b) in consultation with members of the committee, organize the affairs and activities of the committee in such a way that its duties are carried out;
- (c) ensure that a report to the membership is made annually, at the December General Membership Meeting, on the extent to which the Guiding Principles are honoured throughout the University, with particular attention devoted to specific matters in which improvement is needed;
- (d) cause to be kept records of the committee's deliberations and activities, and ensure that such records are filed with the Secretary; and

- (e) perform such other duties as the Executive may, from time to time, determine.

10.17 Members at Large (2)

The two Members at Large shall, at the beginning of each academic year, distribute the following responsibilities between themselves:

- (a) Attend, as an observer, all meetings of the Board of Governors and, in consultation with the President, produce a written report of such meetings that, upon the approval of the Executive, shall be distributed to Members via e-mail;
- (b) Attend, as an observer, all meetings of the Academic Council of the University and, in consultation with the President, produce a written report of such meetings that, upon the approval of the Executive, shall be distributed to Members via e-mail;
- (c) perform such other duties as the Executive may, from time to time, determine.

ARTICLE 11: REPRESENTATIVE COUNCILS

11.A Faculty Representatives

11.A.1 Eligibility

11.A.1(a) Members in each Department/School are entitled to elect a Representative or Representatives from among their number as follows:

- (i) from each Department/School with at least four (4), but fewer than twenty (20) Members, one Representative;
- (ii) from each Department/School with at least twenty (20) but fewer than thirty-five (35) Members, two Representatives;
- (iii) from each Department/School with at least thirty-five (35) but fewer than fifty Members, three Representatives; and
- (iv) from each Department/School with at least fifty (50) Members, four Representatives.

11.A.1(b) Departments/Schools with fewer than four (4) Members may be combined with another Department/School within the same Faculty to form a voting unit for the purpose of choosing a Representative, where the creation of such voting unit is approved by a majority of votes cast by Members in each of the affected departments/schools.

11.A.1(c) Notwithstanding the entitlement provided by Article 11.1(a), up to three (3) Departments/Schools may, for the purpose of ensuring representation, combine to form a single voting unit which shall elect a single Representative, provided that the proposed voting unit is approved by a majority of votes cast by Members in

each of the affected Departments/Schools.

- 11.A.1(d) Where, pursuant to the provisions of Article 11.1(b) or Article 11.1(c) of this Bylaw, a proposal is made to combine Departments/Schools into a voting unit, the Vice-President Internal shall, in accordance with the provisions of Article 14.1(a), conduct a mail-in Yes/No ballot with respect to the proposal. A simple majority in each of the affected departments/schools shall determine the question.
- 11.A.1(e) Members of the Executive shall not be eligible to serve as a Representative.
- 11.A.1(f) Pursuant to the procedures outlined in Article 14 of this Bylaw, Representatives shall be elected for a two-year term with approximately one half (1/2) of the positions to be filled each year according to a schedule kept in the offices of the Association.

11.A.2 Duties

Representatives shall:

- (a) act as representatives of the Association to Members in their Departments/ Schools;
- (b) within the Association, represent the Members of their Departments/Schools;
- (c) serve as the liaison between the Members they represent and the Executive;
- (d) attend meetings of the Representatives' Council and may, when unable to attend such a meeting, designate another Member from their Department/School to attend the meeting;
- (e) at least once each semester, meet with or officially communicate with Members in their Departments/Schools to summarise the business of the Representatives' Council;
- (f) be alert to occupational health and safety concerns within their Departments/ Schools, and communicate such concerns to the Health and Safety Officer and/or the Representatives' Council;
- (g) where a Member or Members shall so request, transmit to the Chair of the Grievance Committee the concerns of any Member or Members of their Departments/ Schools that have the potential to result in a grievance; and
- (h) make every effort to participate in such training as is organised or sanctioned by the Representatives' Council.

11.A.3 Representatives' Council

- 11.A.3(a) There shall be a Representatives' Council, the voting membership of which shall consist of all Representatives.
- 11.A.3(b) The Representatives' Council exists to provide a forum for open discussion and exchange of ideas on matters of mutual concern, to provide advice and information

to the Executive, to foster open communication between and among the Executive and Members, and to plan and co-ordinate efforts to mobilise Members in support of such specific Association goals as may, from time to time, be determined by the Council in consultation with the Executive Committee.

- 11.A.3(c) The Representatives' Council may recommend policy initiatives to the membership. The Executive Committee shall submit such recommendations to the membership and may include a recommendation of either concurrence or non-concurrence. The Executive Committee may refer to the Representatives' Council for recommendation any matter of policy concerning the Association, political policy decisions, and matters involving the furtherance of the objects of the Association set out in Article 4.
- 11.A.3(d) When the Association is undertaking negotiations with the University for the renewal of the Collective Agreement, the Representatives' Council shall:
- (i) be responsible for early discussion of bargaining issues leading to the conduct of a survey of the membership and the establishment of the negotiating mandate given to the Negotiating Committee; and
 - (ii) upon recommendation of its Political Action Committee, support the Negotiating Committee by working with the Executive to organise among the membership, the University, and the community in support of the Association's aims in negotiations.
- 11.A.3(e) Meetings of the Representatives Council shall be chaired by the Vice-President Internal or his/her designate, who shall ensure that at least seventy-two (72) hours written notice of all meetings of the Council is provided.
- 11.A.3(f) The Chair shall cause to be kept a correct, full, and impartial account of the proceedings of all meetings of the Representatives' Council, and shall ensure that such records are kept in a file located in the Association's offices, and are distributed to all Representatives and members of the Executive Committee within fourteen (14) days of their approval.
- 11.A.3(g) The Representatives' Council shall meet regularly (usually once per month) during the Fall and Winter terms, and may meet at such other times as the Council shall determine or as is required by the provisions of Article 11.3(h) of this Bylaw.
- 11.A.3(h) Meetings of the Representatives' Council may be called by the Chair or the President, and shall be called within five (5) days of the receipt of a written request by the Executive or by Representatives from at least five (5) different Departments/Schools.
- 11.A.3(i) Quorum for Representatives' Council shall be the lesser of twenty (20) Representatives or their designates or one-half (1/2) of the total possible number

of Representatives provided for by Article 11.1(a) of this Bylaw.

- 11.A.3(j) Meetings of the Representatives' Council are open to all Members. Associate Members may attend only by invitation. The Chair of Council may request the presence of, or a report from, any member of the Executive Committee. The participation of attendees who are not Representatives or their designates is at the discretion of the Chair, who shall take direction from the Council.
- 11.A.3(k) Any resolutions or formal questions arising from meetings of the Representatives' Council shall be brought to the attention of the Executive Committee at its next meeting, or as soon as possible thereafter. Any response from the Executive shall be delivered to the next meeting of the Representatives' Council, or as soon as possible thereafter.
- 11.A.3(l) The Representatives' Council shall, using such mechanisms and procedures as it shall determine, ensure that the approved minutes of meetings of the Representatives' Council are circulated to all Members.

11.A.4 Health and Safety Committee

- 11.A.4(a) The Representatives' Council shall constitute the Health and Safety Committee of the Association and shall sit in that capacity as part of the regular meetings of the Council according to a schedule agreed upon by the Council in consultation with the Health and Safety Officer.
- 11.A.4(b) The Health and Safety Committee shall work closely with the Health and Safety Officer to establish priorities and plan initiatives regarding occupational health and safety.

11.A.5 Political Action Committee

- 11.A.5(a) At its first regular meeting following the conclusion of the election of Representatives provided for in Article 14, the Representatives' Council shall elect a five-member Political Action Committee from among its membership to serve a one-year term.
- 11.A.5(b) The Chair of Representatives' Council shall invite nominations and, if an election is necessary, shall distribute, collect, and count ballots and announce the results, and declare the composition of the committee. If vacancies remain, the process shall be repeated at the next regular meeting of the Representatives' Council.
- 11.A.5(c) The elected members of the Political Action Committee shall select a Chair from among their number, who shall call and preside over meetings of the Committee, ensure that a record is kept of the committee's deliberations and that such record

is filed with the Chair of Representatives' Council, and make regular reports to the Representatives' Council.

11.A.5(d) The Political Action Committee shall:

- (i) solicit, from the Committee membership, the Association membership, and the Representatives' Council, concerns that might properly be addressed by Representatives' Council;
- (ii) develop a Committee agenda by prioritizing the issues and concerns brought forward by Committee members and/or referred to the Committee by other Association bodies; and
- (iii) work to develop an appropriate Association response for consideration by the Representatives' Council and possible referral to the appropriate decision-making body of the Association; and
- (iv) through collaboration with individual Members and with other committees of the Association, assist in mobilising the Association membership in support of such specific Association goals as may, from time to time, be determined by the Representatives' Council in consultation with the Executive Committee.

11.A.6 Reporting to Members

The Representatives' Council shall report to the membership at the May General Membership Meeting and may report to such other General Membership Meetings as the Council shall deem advisable. Any recommendations of the Council that require consideration by Members shall be submitted to a General Membership Meeting at the earliest opportunity.

11.B Chairs/Directors

- 11.B.1 There shall be a Chairs/Directors' Council, the voting membership of which shall consist of all Chairs/Directors of academic units (including interim appointments) who are Members.
- 11.B.2 The Chairs/Directors' Council exists to provide a forum for open discussion and exchange of ideas on matters of mutual concern, to provide advice and information to the Executive, to foster open communication between and among the Executive and Chairs/Directors.
- 11.B.3 The Chairs/Directors' Council may recommend policy initiatives to the Executive which may, at its discretion, submit such recommendations to the membership. The Executive Committee may refer any matter to the Chairs/Directors' Council for recommendation.
- 11.B.4 When the Association is undertaking negotiations with the University for the renewal of the Collective Agreement, the Chairs/Directors' Council shall be

involved in early discussion of bargaining issues relating to Chairs and Directors and may be consulted about anything else.

- 11.B.5 Meetings of the Chairs/Directors' Council shall be chaired by the Vice-President Internal or his/her designate, who shall ensure that at least seventy-two (72) hours written notice of all meetings of the Council is provided.
- 11.B.6 The Chair shall cause to be kept a correct, full, and impartial account of the proceedings of all meetings of the Chairs/Directors' Council, and shall ensure that such records are kept in a file located in the Association's offices, and are distributed to all Chairs/Directors and members of the Executive Committee within fourteen (14) days of their approval.
- 11.B.7 The Chairs/Directors' Council shall meet at least once during each of the Fall and Winter terms, and may meet at such other times as the Council shall determine or as is required by the provisions of Article 11.B.8 of this Bylaw.
- 11.B.8 Meetings of the Chairs/Directors' Council may be called by the Chair or the President, and shall be called within five (5) days of the receipt of a written request by the Executive or by at least five (5) different Chairs/Directors.
- 11.B.9 Quorum for Chairs/Directors' Council shall be twelve (12) Chairs/Directors.
- 11.B.10 Meetings of the Chairs/Directors' Council are open to all Members. Associate Members may attend only by invitation. The Chair of Council may request the presence of, or a report from, any member of the Executive Committee. The participation of attendees who are not Chairs/Directors is at the discretion of the Chair, who shall take direction from the Council.
- 11.B.11 Any resolutions or formal questions arising from meetings of the Chairs/ Directors' Council shall be brought to the attention of the Executive Committee at its next meeting, or as soon as possible thereafter. Any response from the Executive shall be delivered to the next meeting of the Chairs/Directors' Council, or as soon as possible thereafter.
- 11.B.12 The Chairs/Directors' Council shall, using such mechanisms and procedures as it shall determine, ensure that the approved minutes of meetings of the Chairs/Directors' Council are circulated to all Members.

11.C Indigenous Faculty Council

This Council consists of the Association members who self-identity as Indigenous persons and can either identify lineage or acceptance by an Indigenous community. The Association Indigenous Faculty Council (IFC) will meet at least once per year and will confirm the current list of members

of the Council. The Indigenous faculty representative on the Executive Committee will be elected by and from the IFC. If, at any point, there are no members in the IFC, the Executive Committee can appoint members to the IFC.

ARTICLE 12: STANDING COMMITTEES

- 12.1 Except as otherwise provided by this Bylaw, standing committees shall have no authority to bind the Association without the approval of the Executive Committee and/or of a duly constituted General Membership Meeting and/or of a direct vote of Members conducted pursuant to the provisions of Article 15 of this Bylaw.
- 12.2 Except as otherwise provided by this Bylaw, the term of office of members of all standing committees shall be two years, commencing immediately following the May General Membership Meeting at which they took office, with approximately half of the positions on each committee to be filled each year according to a schedule kept in the Association. Where vacancies occur, they shall be filled following the process provided in Article 14.5 of this Bylaw.
- 12.3 At all meetings of all standing committees every question shall be decided by a simple majority vote and, in the event of any tie, the motion shall be deemed lost.
- 12.4 A quorum for all meetings of all standing committee covered by this Article shall consist of the Chair and any two members thereof.
- 12.5 The Executive Committee, upon the recommendation of the Chair of any Standing Committee or for equity or any other reason consistent with this Bylaw, may add one additional person to any Standing Committee, and may appoint any member to fill the position for the remainder of the term, after which the committee shall revert to the size prescribed by this Bylaw. If the appointment is to the Executive Committee of the Negotiating Committee, the confirmation procedure required by Article 14.5 of this Bylaw shall apply.
- 12.6 There shall be standing committees as follows:

12.6.A NEGOTIATING COMMITTEE

12.6.A.1 Composition, Eligibility and Term of Office

- 12.6.A.1(a) The Negotiating Committee shall consist of the Chair of the Negotiating Committee and four other Members selected pursuant to the provisions of Article 14 of this Bylaw. Members of the Negotiating Committee are expected to represent the entire membership.
- 12.6.A.1(b) Except as provided for by Article 12.6.A.1(c), the Negotiating Committee shall be

constituted at the May General Membership Meeting in the year prior to the expiration of the Collective Agreement.

12.6.A.1(c) In the event that a Collective Agreement is reached containing an expiry date that makes it impossible to constitute the Negotiating Committee in the manner prescribed by Article 12.6.A.1(b), a Negotiating Committee shall be selected at the earliest practical opportunity, using the procedures specified in Article 14.

12.6.A.1(d) Members elected to the Board of Governors are not eligible to serve on the Negotiating Committee.

12.6.A.1(e) Notwithstanding that the Chair of the Negotiating Committee is also a member of the Executive Committee; no member of the Negotiating Committee shall serve on any other Standing Committee of the Association except as provided for by Article 10.7(d) of this Bylaw.

12.6.A.1(f) Unless otherwise directed by a duly constituted General Membership Meeting, the members of the Negotiating Committee shall continue to serve until a signed Collective Agreement is circulated to Members, at which point the Committee shall be dissolved, however the Chair of the Negotiating Committee shall remain a member of the Executive Committee as provided for by Article 10.2(e) of this Bylaw.

12.6.A.2 Duties

12.6.A.2(a) The Negotiating Committee shall participate actively in the development of a negotiating mandate through the processes provided for by Article 12.6.A.4 of this Bylaw.

12.6.A.2(b) The Negotiating Committee is responsible to make – and during the period between the establishment of a negotiating mandate and the achievement of a new Collective Agreement has the sole authority to make – proposals to the Employer with respect to the priorities identified in the negotiating mandate as well as such other matters as it deems advisable, and to attempt to negotiate improvements on behalf of Members with respect to salary schedules, benefits, and other working conditions.

12.6.A.2(c) The Negotiating Committee shall, through its Chair, provide to the Executive Committee regular updates on the progress of negotiations, and of costs incurred and projected to be incurred by the Committee in pursuit of its goals, and shall seek authorisation from the Executive Committee for any and all variances from the Committee's budget.

12.6.A.2(d) Insofar as is practical, the Committee shall keep Members apprised of the progress of negotiations through regular reports to the Representatives' Council, reports to General Membership Meetings, and/or through bulletins sent directly to Members by internal mail or e-mail.

12.6.A.2(e) The Negotiating Committee shall consult regularly with the Executive Committee and with the Representatives' Council, with a view to developing and implementing strategies that would pressure the University to accept the demands of the Association put forward by the Negotiating Committee.

12.6.A.3 Records

12.6.A.3(a) The Negotiating Committee shall document as thoroughly as possible all matters proposed during negotiations, and shall maintain files containing said documentation as well as copies of all reports and research conducted and used in the formulation of the Committee's deliberations and strategy.

12.6.A.3(b) As soon as is possible following the achievement of a collective agreement, the Committee shall review its files and shall transfer to a central file in the offices of the Association in the custody of the Secretary such material as is necessary to ensure that the successor Negotiating Committee has a full and nuanced understanding of decisions of its predecessor committee.

Without limiting the generality of the foregoing, the files transferred shall include copies of any and all reports and research paid for by the Association.

12.6.A.4 Negotiating Mandate

12.6.A.4(a) In preparation for negotiations with the University for a renewed Collective Agreement, the Executive Committee, pursuant to the provisions of Article 10.4(l) of this Bylaw, will, during the month of September in the year preceding the expiry of the Collective Agreement, initiate a demand-setting process to establish a negotiating mandate.

12.6.A.4(b) The demand-setting process shall include such measures as the Executive Committee, in consultation with the Negotiating Committee and the Representatives' Council, may determine, but must include:

- (i) the identification and tabulation by the Negotiating Committee of issues outstanding from previous rounds of bargaining;
- (ii) the identification and tabulation by the Grievance Committee, on the basis of its experience administering the current Collective Agreement, of shortcomings and improvements that, in its opinion, should be addressed during negotiations;
- (iii) the identification by the Committee on Equity Issues of shortcomings and improvements that, in its opinion, should be addressed during negotiations;
- (iv) a meeting of the Representatives' Council at which Representatives are asked to identify issues and irritants to be addressed during negotiations;
- (v) research to determine how the salaries, benefits, and working conditions of

- Members compare with those of faculty at similar Universities;
- (vi) a questionnaire administered to Members to probe, in a methodologically-defensible way, the preferences and priorities of Members in terms of negotiating demands;
 - (vii) a series of consultation meetings involving members of the Negotiating Committee, members of the Executive Committee and Members in Departments/Schools that, insofar as is practicable, should be held at both the Department/School and Faculty levels;
 - (viii) the compilation of all information received, and the circulation, in as much detail as is practical and prudent, of such information to Members;
 - (ix) the production of a preliminary negotiating mandate for consideration by Members at a General Membership Meeting; and
 - (x) the approval by Members, at a General Membership Meeting to be held no later than 15 March in the year that the Collective Agreement expires, of a negotiating mandate.

12.6.A.4(c) In consultation with the Negotiating Committee, and immediately following the May General Membership Meeting at which the Negotiating Committee is constituted, the Executive Committee shall establish a timeline for the completion of prescribed and other agreed-upon elements of the demand-setting process, and shall assign primary responsibility for each element to such individuals or committees as it deems appropriate. Without restricting the generality of foregoing, the Chair of the Negotiating Committee shall take a lead role in coordinating the demand- setting process.

12.6.A.4(d) On the basis of the negotiating mandate approved by Members, the Negotiating Committee shall develop detailed bargaining proposals to the Employer and shall, until a Collective Agreement is either ratified or imposed by an arbitration process, have sole authority to engage in contract negotiations with the Board of Governors and its representatives.

12.6.A.4(e) When major issues other than those specified in the negotiating mandate arise during negotiations, the Committee shall keep the Executive informed.

12.6.A.4(f) Unless disclosure would prejudice negotiations, Members, through direct contact and through the Representatives' Council, shall be kept informed of any amendments to the negotiating mandate as it was approved by the General Membership Meeting.

12.6.A.5 Arbitration

When the Negotiating Committee believes that continued negotiation is unlikely to produce a satisfactory Collective Agreement, it may recommend to the Executive Committee that the Association seek binding arbitration. The Executive Committee shall, where prudent and practical, refer the question to a General Membership Meeting held pursuant to the provisions of Article 15.2 for a decision.

12.6.B GRIEVANCE COMMITTEE

12.6.B.1 Composition and Eligibility

12.6.B.1(a) A Grievance Committee shall be constituted, consisting of the Chair and four other Members selected pursuant to the provisions of Article 14 of this Bylaw. No more than two members of the Grievance Committee may be drawn from any one Faculty.

12.6.B.1(b) Pursuant to the provisions of Article 10.2(b) of this Bylaw, the Chair is elected in odd years. Two members of the Committee shall also be elected in odd years. Two members of the Committee shall be elected in even years.

12.6.B.1(c) At its first meeting following the regular May General Membership Meeting, the Executive Committee shall appoint a Vice-Chair from among the elected members of the Grievance Committee.

12.6.B.1(d) Members elected to the Board of Governors are not eligible to serve on the Grievance Committee.

12.6.B.1(e) Notwithstanding that the Chair of the Grievance Committee is also a member of the Executive Committee; no member of the Grievance Committee shall serve on any other Standing Committee of the Association except as provided for by Article 10.7(d) of this Bylaw.

12.6.B.2 Duties

12.6.B.2(a) *Familiarity with contractual documents*

Members of the Grievance Committee shall make themselves familiar with the Collective Agreement and applicable legislation.

12.6.B.2(b) *Duty of Fair Representation*

The Labour Relations Act (s74) provides: "A trade union or council of trade unions, so long as it continues to be entitled to represent employees in a bargaining unit, shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of the employees in the unit..."

In considering whether, and to what extent, the Association shall support a grievance, the Grievance Committee shall fairly consider and weigh the interests of all Members. Where a decision must be made as to whether to pursue a grievance to formal arbitration, the Grievance Committee shall forward its recommendation to the Executive Committee at the earliest possible opportunity.

12.6.B.2(c) *Confidentiality*

An individual who advises or represents a grievor owes a duty of confidentiality to the grievor. All communications between the representative and the grievor that relate to the grievance must not be disclosed to any third party without the consent of the grievor. The duty is similar to the one owed by a solicitor to a client.

While the Chair of the Grievance Committee has the primary burden of the duty of confidentiality, because the Association as a whole has responsibility for the handling of grievances, the duty also extends to the Vice-Chair and all members of the Grievance Committee; the Executive Committee and its Grievance Appeals sub-committee; as well as to the Association's staff and legal counsel. Information about a particular grievance may be shared and discussed within this group as required, but must not be divulged outside of this circle except on the advice of the Association's legal counsel.

12.6.B.2(d) *Grievance Officer*

Members of the Grievance Committee may be called upon to act as Grievance Officer pursuant to the provisions of Article 12.6.B.4(b) of this Bylaw.

12.6.B.2(e) *Records*

While respecting the requirement of confidentiality described in Article 12.6.B.2(c), it is the responsibility of any member of the Grievance Committee representing a Member in grievance proceedings, whether formal or informal, to document thoroughly all matters and to maintain, with due care and in strictest confidence, up-to-date files. As soon as is possible, consistent with the provisions of this Bylaw regarding confidentiality and conflict of interest, all notes and files are to be transferred to a central file.

12.6.B.2(f) *Advice*

The Committee shall meet regularly to hear reports from the Chair and staff on the number, nature, and status of current grievances, and to make recommendations on matters such as whether to file or continue processing a particular grievance.

Where a decision must be made as to whether to refer a grievance to arbitration, the Grievance Committee shall forward its recommendation to the Executive Committee at the earliest possible opportunity.

12.6.B.2(g) *Recommendations for change to Collective Agreement*

The Grievance Committee shall, on the basis of its experience administering the current Collective Agreement, identify and recommend to the Negotiating Committee areas of the Collective Agreement in which improvements should be sought in negotiations.

12.6.B.3 Conflict of Interest

- 12.6.B.3(a) A conflict of interest is any situation in which there are interests which would be likely to affect, or may reasonably be seen to affect, the impartiality or judgment of, or advice given by, the person representing a grievor.
- 12.6.B.3(b) When any member of the Grievance Committee (including the Chair) finds him/herself in a position of apparent conflict of interest s/he is to consult with the Committee for its judgment as to whether a conflict exists, and is to excuse him/herself from all deliberations of the Committee regarding any matter where it is decided there is a conflict.
- 12.6.B.3(c) No Committee member shall handle any grievance, or participate in discussion of any grievance, where the grievor is a member of the same Department/School as the Committee member.
- 12.6.B.3(d) Should a member of the Committee become either a grievor or the object of another grievance, that Committee member shall temporarily step down from the Committee until the grievance is resolved.

12.6.B.4 Grievance Officer

12.6.B.4(a) *Chair*

The Chair of the Grievance Committee is the Grievance Officer of the Association. They shall:

- (i) receive inquiries about matters which may be grievable under the Collective Agreement or any relevant legislation;
- (ii) counsel Members regarding matters which may be taken up using the grievance/appeals procedure outlined in the Collective Agreement;
- (iii) represent Members at both informal meetings regarding the grievance and in any formal processes resulting therefrom.
- (iv) communicate recommendations from the Grievance Committee to the Executive Committee; and
- (v) inform Members about the appeals procedure available to them in the event that the Grievance Committee makes a recommendation to the Executive Committee that a grievance should not be filed or should not be referred to arbitration.

12.6.B.4(b) *Committee Members as Grievance Officer*

Members of the Grievance Committee may be called upon from time to time to assist in the representation of Members as Grievance Officers, especially in cases where the Grievance Officer is either unavailable to act, is in a situation of conflict of interest, or where there are multiple Members in need of individual representation with respect to the same matter. Any member of the Committee shall, when representing a Member, provide fair and reasonable representation without discrimination.

12.6.B.4(c) *Acting Grievance Officer*

In the event that the Grievance Committee is unable, for whatever reason, to assign to a Member in need of individual representation a Grievance Officer from among its membership, the Executive shall be asked to appoint, from among the membership of the Executive Committee, an Acting Grievance Officer.

12.6.B.5 Indemnity

All members of the Grievance Committee shall be indemnified in accord with the provisions of Article 19.2 of this By-Law.

12.6.C PROFESSIONAL AFFAIRS COMMITTEE

12.6.C.1 The Professional Affairs Committee shall consist of a Chair and four Members selected pursuant to the provisions of Article 14 of this Bylaw.

12.6.C.2 Two members of the Committee shall be elected in even years and two members of the Committee shall be elected in odd years.

12.6.C.3 The Professional Affairs Committee shall:

- (a) promote creative and collegial exchange amongst Members and between Members and other professionals;
- (b) support the professional development of Members through seminars, symposia and such other measures as the Committee may determine;
- (c) Act as liaison between the Student Financial Assistance group and the Association for the presentation of such annual Association Scholarships as may, from time to time, be authorized by the membership, and may recommend to the Executive Committee the monetary value of the scholarships;
- (d) undertake periodic review of the criteria for such annual awards as may, from time to time, be authorised by the membership, and make recommendations to the membership for change as required;
- (e) assume primary responsibility for the administration of approved annual awards and scholarships including, but not necessarily restricted to:
 - (i) calling for nominations;
 - (ii) adjudicating the nominations and selecting the award recipients; and

- (iii) assisting with the selection of presenters for the awards and scholarships.

12.6.D COMMITTEE ON EQUITY ISSUES

- 12.6.D.1 The Committee on Equity Issues shall consist of a Chair and four Members selected pursuant to the provisions of Article 14 of this Bylaw.
- 12.6.D.2 Two members of the Committee shall be elected in even years and two members of the Committee shall be elected in odd years.
- 12.6.D.3 The following guiding principles provide the general context for the activities of the Association generally, and the Committee on Equity Issues in particular:
 - (a) No form of discrimination or harassment is acceptable at Toronto Metropolitan University. Specifically, there shall be no discrimination or harassment practiced by any representative of the University or any Member of the Association on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sex, sexual orientation, age, marital status, same-sex partnership status, family status, illness or disability.
 - (b) The University and the Association are committed to ensuring there is equal opportunity and equitable representation in education for all current and potential students, staff and faculty.
- 12.6.D.4 The Committee on Equity Issues shall:
 - (a) meet regularly to attend to matters related to equity;
 - (b) endeavour to raise awareness of equity issues among Members, and shall seek to give input regarding university policies, procedures and use of personnel with respect to equity issues;
 - (c) establish and maintain liaison with relevant committees and organisations within and outside the University as determined by the Committee, the Executive Committee, the Representatives' Council, or the membership;
 - (d) identify to the Negotiating Committee shortcomings in the way in which the guiding principles enumerated in Article 12.6.D.3 above are instantiated, and improvements that, in its opinion, should be addressed during negotiations;
 - (e) report annually to the membership at the December General Membership Meeting on the extent to which the guiding principles, enumerated in Article 12.6.D.3 above, are honoured throughout the University, with particular attention devoted to specific matters in which improvement is needed.
- 12.6.D.5 Each Committee member may be asked to assume responsibility for leadership in an area affecting Members. Such issues may include, but are not limited to: factors delaying career advancement; sex, gender and pay equity; heterosexism, homophobia

and sexual orientation; workload distribution; and disability and the workplace accommodation thereof.

- 12.6.D.6 Committee members are encouraged to avail themselves of opportunities to participate in training experiences that may better equip them to deal with equity issues, particularly those areas for which they assume leadership, and the Association shall make available to them a reasonable level of resources to facilitate such training.

12.6.E SERVICES COMMITTEE

- 12.6.E.1 The Services Committee shall consist of a Chair and four Members selected pursuant to the provisions of Article 14 of this Bylaw.
- 12.6.E.2 Three members of the Committee shall be elected in even years and two members of the Committee shall be elected in odd years.
- 12.6.E.3 The Chair shall be elected from and by the members of the Committee at its first meeting following the May General Membership Meeting.
- 12.6.E.4 The Chair of the Services Committee does not sit on the Executive, but shall report to the Executive on a mutually agreed upon schedule as to the plans and activities of the Services Committee, and the expenses associated with such plans and activities.
- 12.6.E.5 The Chair shall organize the meetings of the Services Committee and shall coordinate the activities of the Committee in planning social events and functions of the Association.
- 12.6.E.6 The Chair shall collaborate with staff in organizing social events and notifying Members of them.

ARTICLE 13: SPECIAL COMMITTEES

- 13.1 In addition to the committees established by this Bylaw, the Executive Committee, the Representatives' Council, and/or the membership may strike such special committees as are considered appropriate for the needs and purposes of the Association.
- 13.2 At the time any special committee is struck, the body striking the committee shall determine the composition and requirements for membership, the mandate, the quorum, and the duration of activity of the committee.
- 13.3 At all meetings of all special committees, every question shall be decided by a simple majority vote and, in the event of any tie, the motion shall be deemed lost.

- 13.4 Unless otherwise set out at the time a committee is struck, the committee shall make its report and recommendations to the body which struck it.
- 13.5 All special committees of the Association shall be responsible for electing their own chairs and maintaining adequate records of their deliberations. Such records shall be transmitted to the Secretary who shall ensure that they are kept on file at the offices of the Association.

ARTICLE 14: ELECTIONS

14.1 General Provisions

- 14.1(a) Except as otherwise provided, all elections shall be conducted using either a mail-in ballot sent to Members in the internal mail system of the University, or, at the discretion of the Executive by an electronic poll. Each Member casting a mail-in ballot must:
- (i) seal her/his ballot in the official ballot envelope;
 - (ii) place the ballot envelope in the larger envelope addressed the Association;
 - (iii) seal and sign the larger envelope in the place designated; and
 - (iv) forward or deliver the ballot by hand to the offices of the Association.

Where an electronic poll is conducted the following principles apply:

- i. All members must be given a reasonable opportunity to vote.
 - ii. While verification schemes must be used, voting shall be anonymous.
 - iii. Notification of electronic voting procedures must be sent through the Toronto Metropolitan e-mail system, except as specified, at least 10 working days prior to the election.
- 14.1(b) Except as expressly prohibited elsewhere in this Bylaw [e.g., Articles 10.1(c), 10.1(d), 12.6.A.1(d), 12.6.A.1(e), 12.6.B.1(a), 12.6.B.1(c), 12.6.B.1(d), 10.1 (a) – Indigenous faculty representative], any Member shall have the right to stand for election for any position within the Association.
- 14.1(c) Any Member is entitled to nominate any Member for any position.
- 14.1(d) For the election of positions to a Department/School or voting unit, only members of the designated Department/School or voting unit may stand for office, nominate, or vote.
- 14.1(e) All elections shall be conducted in accordance with the provisions of this Bylaw, any policy and procedure adopted by the Association, and in such manner as to ensure that all procedures are applied in a fair and equitable manner.
- 14.1(f) During any nomination period (i.e., the time period between the circulation of the call for

nominations and the deadline established in the call), the names of all nominees and their Department/School affiliation shall be available to any Member upon request, but the names and Department/School affiliations of nominators shall not be disclosed by the Elections Committee or by such employees as may be assisting the Committee with the conduct of the elections.

- 14.1(g) The elected nominee of the Indigenous Faculty Council (see 11.C) will be endorsed by Association members through their ballot.

14.2 Elections Committee

- 14.2(a) An Elections Committee, consisting of five Members, one of whom shall be named Chair, shall be appointed by the Executive by the middle of October of each year.
- 14.2(b) Members of the Elections Committee shall not be eligible for nomination in any election if they have not resigned prior to the first call for nominations being issued.
- 14.2(c) The Elections Committee shall co-ordinate all Standing Committee elections and by-elections, as well as such other elections as it may be assigned by the Executive.

14.3 Election of the Executive and Standing Committees

- 14.3(a) Elections shall be held on the second Tuesday of February in each year to fill all Executive and Standing Committee positions that commence in that year and, when required, to elect a Negotiating Committee.
- 14.3(b) Any member of the Executive or Standing Committee whose term is not expiring, and who intends to be nominated for another position which may not be held concurrently with the position currently held, must submit her/his resignation in writing prior to the first call for nominations being issued by the Elections Committee. The resignation need not be effective immediately, but must take effect before the date upon which a new Member is scheduled to assume the position resigned, or the date upon which the new position is assumed, whichever shall first occur.
- 14.3(c) The Elections Committee shall issue a call for nominations to all Members, listing all positions whose term is ending, as well as all positions that are vacant as of the date of the call or for which a letter of resignation has been received as of the date of the call.
- 14.3(d) The call for nominations shall be issued at the December General Membership Meeting and shall set a deadline for the receipt of nominations that is fifteen (15) to twenty (20) working days prior to the election.
- 14.3(e) Should any position remain unfilled after the deadline for the receipt of nominations, the Elections Committee shall issue a second call for nominations, extending the deadline for

the receipt of nominations seven (7) working days from the date the second call is placed in the internal mail system of the University.

- 14.3(f) The Elections Committee shall announce, by e-mail to all Members following each stage of the nomination process, all nominations received during that stage.
- 14.3(g) Where only one valid nomination is received for a position, the Member nominated shall be declared elected by acclamation. Where more than one valid nomination is received prior to the close of nominations, an election for that position shall be conducted by the procedure prescribed in Article 14.1(a) of this Bylaw.
- 14.3(h) The Elections Committee shall prepare and ensure the distribution of ballots via the internal mail system of the University or by an electronic voting process at least two weeks prior to the February election date.
- 14.3(i) The Executive Committee, upon recommendation from the Elections Committee, shall establish and publish campaign rules that allow each candidate to convey his/her platform to Members.
- 14.3(j) Ballots must be received at the offices of the Association by 4:00 p.m. on the election date.
- 14.3(k) Each candidate shall be entitled to appoint one (1) scrutineer to observe the opening, counting, tabulating and destruction of ballots.
- 14.3(l) The Elections Committee shall, at 4:10 p.m. on the election date, open, count and tabulate the ballots in the presence of such scrutineers as are appointed under the provisions of Article 14.3(k) above.
- 14.3(m) The election results will be announced by an email from the Chair of the Elections Committee sent to the membership no more than 24 hours after completion of the ballot counting, and will be formally reported to the May General Membership Meeting. Both the announcement and the formal report shall include a full enumeration of all ballots cast, including any ballots disallowed and the reasons therefore.
- 14.3(n) The candidate for each position receiving the highest number of votes cast shall be declared elected. In the event of a tie, a deciding vote shall be cast by the Chair of the Elections Committee.
- 14.3(o) Unless the General Membership Meeting resolves otherwise, the Chair of the Elections Committee shall destroy the ballots following the adjournment of the May General Membership Meeting in the presence of such scrutineers as are appointed under the provisions of Article 14.3(k) above.
- 14.3(p) Where positions remain unfilled subsequent to the membership meeting following which

they were scheduled to take office, they shall be considered vacancies and shall be filled according to the provisions of Article 14.5 of this Bylaw.

- 14.3(q) If extraordinary circumstances prevent the February elections from taking place as anticipated by this Article, the incumbents shall hold office until their successors are elected. The Executive shall ensure that such elections take place at the earliest possible opportunity.

14.4 Election of Department/School Representatives

- 14.4(a) According to a schedule kept in the Association offices, approximately one-half (1/2) of the Department/School Representatives shall be elected each September to a two-year term. Where Departments/Schools or voting units are entitled to more than one Representative, the positions shall be filled in alternate years insofar as is possible.
- 14.4(b) Within two weeks after Labour Day in each year, the Vice-President Internal shall send, through the internal mail of the University to all members of Schools/Departments/voting units where a position is to be filled, a call for nominations for all open positions.
- 14.4(c) The period for receipt of nominations shall be specified in the call and shall not be less than ten (10) working days from the date the call is placed in the internal mail system of the University. The call shall clearly specify the date and time at which nominations cease.
- 14.4(d) Where only one nomination is received for a position to be filled, the Member nominated shall be declared elected by acclamation. Where more than one valid nomination has been received prior to the close of nominations, an election for that position shall be conducted within the affected Department/School/voting unit using a mail-in or electronic ballot or as prescribed by Article 14.1(a) of this Bylaw.
- 14.4(e) Within one week of the closing of nominations, the Vice-President Internal shall cause to be distributed, via the internal mail system of the University, a ballot to each Member in each Department/School/voting unit where an election is necessary.
- 14.4(f) Ballots must be received at the offices of the Association by 4 PM ten (10) working days from the date the ballots were placed in the internal mail system of the University.
- 14.4(g) Upon the distribution of ballots as required, the Vice-President Internal shall appoint, from among existing Department/School Representatives, at least two Members who are not candidates to witness the opening, counting and tabulation of ballots.
- 14.4(h) The day after the deadline for the receipt of ballots, the Vice-President Internal shall open, count and tabulate the ballots in the presence of at least two witnesses appointed pursuant to the provisions of Article 14.4(g) above. The candidate for each position

receiving the highest number of votes cast shall be declared elected.

- 14.4(i) The Vice-President Internal shall issue a report via e-mail as soon as possible stating the results of the elections, and attesting to the fairness of the tabulation of results. A signed paper version of such report shall be filed with the Secretary.
- 14.4(j) Where any complaint arises as to any impropriety involved in the election of any Representative, such complaint shall be directed to the Executive Committee. Where, in the opinion of the Executive Committee, the circumstances warrant, the Executive Committee shall have the power to conduct a new election. If no complaint is received within ten (10) working days of the decision being announced, the ballots shall be destroyed by the Vice-President Internal.
- 14.4(k) Where no nominations are received for a position to be filled before the deadline specified, a second call for nominations shall be sent and the call shall remain in force for five (5) days.
- 14.4(l) Where only one nomination is received prior to the deadline specified by Article 14.4(k) above, the nominee shall be declared elected. If two or more nominations are received, the Vice-President Internal shall conduct an election in accordance with the procedures outlined by Articles 14.4(e) through 14.4(i) above.
- 14.4(m) When no nominations are received before the deadline specified in the second call for nominations, the Executive may nominate a candidate and issue a third call for nominations, which shall remain in force for five (5) days.
- 14.4(n) Where no further nomination is received prior to the deadline specified in Article 14.4(m) above, the nominee shall be declared elected. If further nomination(s) is/are received, the Vice-President Internal shall conduct an election in accordance with the procedures outlined by Articles 14.4(e) through 14.4(i) above.

14.5 Vacancies and By-elections

- 14.5(a) If any position on the Executive Committee or the Negotiating Committee remains vacant after the deadline contained in the second call for nominations, the Executive Committee shall recruit a Member to fill each vacant position, and shall seek, at the earliest possible opportunity, confirmation by the membership in the form of a “yes/no” mail-in or electronic ballot conducted according to the procedures prescribed in Article 14.1(a) of this Bylaw. A simple majority of “Yes” votes is required for the Member to be declared elected for the remainder of the term in question.
- 14.5(b) If any position on any Standing Committee other than the Executive or Negotiating Committees remains vacant after the deadline contained in the second call for

nominations, the Executive Committee may appoint a Member to that Committee for the remainder of the term in question.

14.5(c) In the event of the incapacitation, death, disqualification, removal from office, or resignation of any member of the Executive or Negotiating Committees, there shall be a by-election to fill the remainder of the term, except as provided for by Article 14.5(d). The Elections Committee shall:

- (i) issue a call for nominations within thirty (30) days of any position(s) becoming vacant;
- (ii) establish a deadline for the receipt of nominations that is at least ten (10) working days from the date the call is placed in the internal mail system of the University;
- (iii) if no nomination is received by the established deadline, issue a second call in the same manner as prescribed in Articles 14.3(e) through 14.3(g);
- (iv) prepare and ensure the distribution of ballots via the internal mail system of the University with a deadline for their return of 4 PM ten (10) working days from the date the ballots were placed in the internal mail system of the University;
- (v) tabulate the ballots at a time set in advance and on the day after the closing of ballots and determine the winner(s);
- (vi) notify Members, via the Association's list-serve, of the results of the election as soon as possible after the ballots have been tabulated, providing a full accounting of all ballots received.

14.5(d) In the event of the incapacitation, death, disqualification, removal from office, or resignation of any member of the Executive or Negotiating Committees, where the office is vacated fewer than ninety (90) days prior to the regular December call for nominations, the Executive shall order that a by-election be combined with the regular February elections, but may:

- (i) name a Member who is not a member of the Executive Committee to fill that position *pro tem*; or
- (ii) leave the position vacant and assign the duties of the position to another member of the respective Committee on an acting or temporary basis in accordance with all other provisions of this Bylaw.

14.5(e) In the event of the incapacitation, death, disqualification, removal from office, or resignation of any member of any Standing Committee other than the Executive or Negotiating Committees, the Executive Committee may appoint another Member to that position for the remainder of the term, subject to any limitations on eligibility specified in this Bylaw.

14.5(f) When a Representatives' position becomes vacant as a result of the incapacitation, death, removal, or resignation of a Member, the Vice-President Internal shall, within thirty days, call for nominations and follow the procedures specified in Articles 14.4(k) through

14.4(m).

14.6 Removal from Office

- 14.6(a) Should any member of the Executive Committee, Negotiating Committee, Grievance Committee or Representatives' Council fail to attend three (3) regular meetings per year without a reason acceptable to the body of which s/he is a member, the Executive Committee may declare her or his position vacant and direct that it be filled pursuant to the provisions of Article 14.5.
- 14.6(b) A motion of non-confidence in any member of the Executive or other Standing Committee, or in any Association representative/appointee on any committee within the University, may be presented at any duly constituted General Membership Meeting.
- 14.6(c) A hard and electronic copy of the text of any proposed motion of non-confidence, as well as a written summary of the grounds for the motion, must be presented to the Secretary or the President no later than forty-eight (48) hours prior to the commencement of the meeting at which it will be considered.
- 14.6(d) The President or Secretary shall, at the earliest opportunity following the receipt of the text of the motion and the written grounds, provide a copy of same to the person who is the subject of the motion.
- 14.6(e) The mover of a motion of non-confidence may speak to the motion and the person named in the motion may respond. No further debate shall be allowed.
- 14.6(f) If a non-confidence motion directed toward the holder of any of the positions named in Article 14.6(b) above is approved by at least two-thirds (2/3) of the votes cast by Members at the General Membership Meeting at which it is considered, the Member(s) named shall be immediately removed from office and the position declared vacant.
- 14.6(g) A decision of non-confidence in any Department/School Representative may be sought by:
- (i) a written petition signed by at least three members of the Department/School/ voting unit represented, and presented to the Vice President Internal or, in his/her absence, the designated Chair of a meeting of the Representative's Council,
 - (ii) a motion put forward at a duly constituted meeting of the Representatives' Council by another member of that Council, where a hard and electronic copy of the text of the proposed motion, as well as a written summary of the grounds for the motion, have been presented to the Vice-President Internal no later than forty-eight (48) hours prior to the commencement of the meeting at which it will be considered, and where the named Representative has been invited to respond.

- 14.6(h) When a motion is brought forward under Article 14.6(g)(i), the Vice-President Internal or his/her designate shall:
- (i) cause to be distributed to all Members in the relevant Department/School/voting unit, within ten (10) working days of receipt of the petition, copy of the petition and the Representative's response thereto, and a "Yes/No" ballot asking Members if they support the motion of non-confidence;
 - (ii) establish a deadline for the receipt of ballots of ten (10) working days from the date the ballots are placed in the internal mail system of the University;
 - (iii) appoint a Representative from outside the affected Faculty to act as a witness to the opening, counting and tabulation of ballots;
 - (iv) on the day after the closing of ballots, at a time set in advance, open, count and tabulate the ballots and determine the outcome;
 - (v) if the motion receives the support of two-thirds (2/3) of the Members in the relevant Department/School/voting unit, notify the Representative in question that s/he is removed from office effective on that date; and
 - (vi) notify Members of the relevant Department/School/voting unit of the results of the vote as soon as possible after the ballots have been tabulated, providing a full accounting of all ballots received.
- 14.6(i) Any Member removed from office by a vote under Article 14.6(h)(vi) shall be ineligible to stand for election in the next election for a Representative from that School/Department/voting unit, but shall again be eligible in any subsequent elections.
- 14.6(j) To be approved, any motion brought forward under Article 14.6(g)(ii) must be supported by at least (2/3) of the Representatives' present and voting at the meeting at which the motion is considered.
- 14.6(k) A motion of non-confidence passed under Article 14.6(j) shall result in the position being declared immediately vacant, and a by-election being called in accord with the provisions of Article 14.5(g), unless such a by-election could not reasonably be held prior to the last regular meeting of the Representatives' Council of the academic year, in which case the election to name a Representative for that School/Department shall be held with the regular elections to Representatives' Council the following September.
- 14.6(l) Any Member removed from office under the provisions of Article 14.6(k) shall remain eligible to stand for election in the next election for a Representative from that Department/School.

ARTICLE 15: DIRECT VOTES BY MEMBERS

15.1 Ratification Votes

- 15.1(a) In the event that the Negotiating Committee recommends acceptance of a Collective Agreement, the Executive Committee shall convene a General Membership Meeting in accordance with the provisions of Articles 9.5(a) and 9.6 of this Bylaw and of the Labour Relations Act.
- 15.1(b) Notice of the General Membership Meeting shall include a synopsis of the tentative agreement and a statement from the Negotiating Committee explaining its recommendation of acceptance.
- 15.1(c) To facilitate candid discussion of the tentative agreement by the Negotiating Committee and Members, the General Membership Meeting may resolve itself into Committee of the Whole, as provided for by Bourinot's Rules of Order.
- 15.1(d) The Secretary shall act as the Returning Officer to conduct the Ratification Vote and the General Membership Meeting shall elect two scrutineers to assist the Returning Officer in counting the ballots.
- 15.1(e) Upon adjournment of the General Membership Meeting, a poll shall open and voting shall begin by secret ballot.
- 15.1(f) One ballot shall be issued to every eligible Member who registers during polling hours and the marked ballots shall be deposited in a sealed ballot box provided for that purpose.
- 15.1(g) The poll shall remain open until every Member in attendance has had a chance to vote.
- 15.1(h) No later than the working day following the General Membership Meeting, the Returning Officer shall, through the internal mail system of the University, forward mail-in or instructions for electronic ballots to those Members who did not cast ballots in the poll following the meeting.
- 15.1(i) Each Member voting by means of mail-in or electronic ballot must do so following the procedure set out in Article 14.1(a) of this bylaw.
- 15.1(j) All mail-in ballots must be received at the offices of the Association by 4:00 p.m. ten (10) working days following the General Membership Meeting at which the tentative agreement was discussed. For electronic polls, the poll will close by 4:00 pm ten (10) working days following the General Membership Meeting at which the tentative agreement was discussed.
- 15.1(k) The Returning Officer and scrutineers shall count the ballots. A proposed collective agreement or memorandum of settlement is ratified if more than 50 per cent of those voting vote in favour of ratifying the agreement or memorandum.
- 15.1(l) The result of the ratification vote will be forwarded to all Members through the internal

mail system of the University within two (2) working days following the counting of the ballots.

15.1(m) The conduct of any Ratification Vote shall conform to all relevant legislation.

15.1(n) The Returning Officer shall ensure that the ballots are kept in a safe place until the next General Membership Meeting, at which s/he shall present a motion to destroy the ballots.

15.2 Arbitration Votes

15.2(a) As provided by Article 12.6.A.5 of this Bylaw, when the Negotiating Committee believes that continued negotiation is unlikely to produce a satisfactory Collective Agreement, it may recommend to the Executive Committee that the Association seek binding arbitration.

15.2(b) Upon receipt of the recommendation of the Negotiating Committee that the Association seek binding arbitration, the Executive Committee shall, if prudent and practical, convene a General Membership Meeting in accordance with the provisions of Articles 9.5(a) and 9.6 of this Bylaw.

15.2(c) Notice of the General Membership Meeting shall include the resolution to be considered (i.e., "that the recommendation of the Negotiating Committee be endorsed by the Members"), a synopsis of the unresolved issues, and a statement from the Negotiating Committee explaining its recommendation to seek binding arbitration.

15.1(d) A simple majority of Members present and voting shall decide the question before the General Membership Meeting.

15.1(e) If a General Membership Meeting called under the provisions of this Article fails to achieve quorum or is, for any other reason, unable to reach a decision, the Executive Committee shall make a decision on behalf of the Association.

ARTICLE 16: DUES, FEES AND ASSESSMENTS

16.1 Initiation Fee

Every Member shall pay, within 30 days of becoming a Member, such initiation fee as may, from time to time, be determined by a General Membership Meeting upon advice from the Executive Committee. Such fee shall normally be deducted by the University from the first month's salary of each new Member and forwarded to the Association in accordance with the provisions of the Collective Agreement.

16.2 Dues

- 16.2(a) Every Member shall pay dues to the Association in the form of a mill rate levied against Members' salaries.
- 16.2(b) The mill rate levied in each fiscal year shall be established by the passage of an annual Operating Fund budget at each May General Membership Meeting as provided for by Article 9.8(a) of this Bylaw.
- 16.2(c) As provided by the Collective Agreement, dues will normally be deducted each month by the University from the salary of each Member and forwarded to the Association.
- 16.2(d) Members who are granted an unpaid leave of absence are required to pay their dues in full for the period of their absence prior to going on leave.
- 16.2(e) The payment of dues will be waived for any period during which a Member is in receipt of monthly benefits from the insurer under the provisions of the Long-Term Disability Protection Plan.

16.3 Special Assessments

- 16.3(a) Each Member shall pay, in addition to dues, any special assessment approved by a simple majority of the votes cast at a General Membership Meeting where the resolution to impose a special assessment was included in the meeting's notice provided in accordance with the requirements of Article 9.6 of this Bylaw.
- 16.3(b) The monies obtained from any special assessment shall be used only for the purpose(s) of the assessment, except that any surplus shall be allocated to the Defence Fund.

ARTICLE 17: DEFENCE FUND

17.1 Establishment and Purpose

A Defence Fund shall be established for the purpose of:

- (a) advancing the demands of the Association during the negotiation process; and
- (b) supporting the costs of the grievance process that cannot reasonably be considered part of the normal Operating Fund budget of the Association.

17.2 Deposits

- 17.2(a) The Defence Fund shall be funded by a mill rate levied against Members' salaries in

addition to the dues and assessments prescribed by Article 16 of this Bylaw.

17.2(b) The University will be advised of the resulting total mill rate to be levied against the salary of each Association Member, and the monies so deducted will be forwarded to the Association in accordance with the provisions of the Collective Agreement.

17.2(c) The Treasurer and the Executive Committee shall ensure that the receipts of the total monthly dues check-off are internally apportioned according to the various mill rates in effect at that time.

17.2(d) The mill rate levied to support of the Defence Fund shall be as follows:

- (i) When the balance in the Defence Fund is less than \$300,000, 5 mills (i.e., 0.5% of Members' salaries shall be deposited from each dues receipt)
- (ii) When the balance in the Defence Fund is between \$500,000 and \$300,000, 4 mills (i.e., 0.4% of Members' salaries shall be deposited from each dues receipt)
- (iii) When the balance in the Defence Fund is between \$600,000 and \$500,000, 3 mills (i.e., 0.3% of Members' salaries shall be deposited from each dues receipt)
- (iv) When the balance in the Defence Fund is between \$700,000 and \$600,000, 2 mills (i.e., 0.2% of Members' salaries shall be deposited from each dues receipt)
- (v) When the balance in the Defence Fund is between \$900,000 and \$700,000, 1 mill (i.e., 0.1% of Members' salaries shall be deposited from each dues receipt)
- (vi) When the balance in the Defence Fund is greater than \$900,000, mandatory contributions to the Fund shall cease, except as provided for by Article 17.2(f).

17.2(e) For the purpose of determining the mill rate to be used to calculate the amount to be deposited in the Defence Fund each month, the balance in the Defence Fund shall be understood to mean the total of all software-reconciled bank balances assigned to the Defence Fund as of the 15th day of the previous month.

17.2(f) At any time that the balance in the Defence Fund is greater than \$900,000, Members may direct, by a simple majority vote at a properly constituted General Membership Meeting, that Member contributions at the rate of .5 mill levied against Members' salaries continue for a period of one year.

17.3 **Monitoring**

17.3(a) The Defence Fund shall be kept, in non-equity investments, at a credit union or other chartered, government-insured financial institution, according to the direction of the membership.

17.3(b) The Executive Committee shall be responsible for monitoring the Defence Fund, and shall have the authority to move the Defence Fund investment between membership meetings where the Executive deems such change to be warranted or prudent. Any such change

shall be reported to the membership at the next general meeting.

17.3(c) Interest generated from the Defence Fund shall remain in the Fund.

17.4 Expenditures

17.4(a) A budget for the Defence Fund shall be prepared by the Treasurer for the consideration of the Executive Committee as prescribed by Article 10.11(e) of this Bylaw. The Executive Committee, as prescribed by Article 10.5(a) of this Bylaw, shall recommend a budget for the Defence Fund to the May General Membership Meeting. As prescribed by Article 9.8(a) of this Bylaw, the General Membership Meeting shall establish a budget for the Defence Fund.

17.4(b) Expenditures from the Defence Fund shall be in accordance with the purpose of the Defence Fund as defined in Article 17.1 of this Bylaw. Without restricting the generality of the foregoing, such expenditures may include:

- i. during the period of negotiations with the Employer, release time allocated to the Chair of the Negotiating Committee additional to whatever level of release time is allocated in non-negotiating years;
- ii. during the period of negotiations with the Employer, any release time that may be allocated to members of the Negotiating Committee;
- iii. during the period of negotiations with the Employer and for a period not to exceed six (6) months prior to the commencement of such negotiations, payment for advice, legal and otherwise, in the preparation of Association demands;
- iv. during the period of negotiations with the Employer and for a period not to exceed six (6) months prior to the commencement of such negotiations, such costs of the negotiating process as cannot reasonably be considered part of the normal Operating Fund budget of the Association;
- v. during the period of negotiations with the Employer, special projects or campaigns related to negotiating support;
- vi. costs associated with conciliation and costs associated with arbitration;
- vii. costs of representing Members in the grievance process beyond those that are routinely projected in the preparation of the Operating Fund budget of the Association;
- viii. costs of representing Members in grievance or rights arbitration;
- ix. extraordinary costs not anticipated by the Operating Fund budget of the Association that, in the opinion of the Executive Committee are necessary to defend or improve the Collective Agreement; and
- x. such contributions to the Academic Freedom Fund of the Canadian Association of University Teachers as the members may direct by resolution at a duly constituted General Membership Meeting.
- xi. Support the faculty associations which are on strike.

- 17.4(c) In response to unforeseen circumstances, the Executive Committee may, in order to ensure that Members' interests are properly represented in the grievance and negotiation processes, exceed the total expenditures authorized in the approved annual budget of the Defence Fund however such variances must be reported to a General Membership Meeting at the earliest practical opportunity.
- 17.4(d) Notwithstanding the budgetary discretion of the Executive Committee provided by Articles 10.5(c) and 17.4(c) of this Bylaw, the Executive may not, without the prior approval of a General Membership Meeting, exceed the total allocation for release time projected by both budgets combined by more than 0.3 FTE, or release from three (3) course sections per year.

ARTICLE 18: PROPERTY AND ASSETS

Title to all property and assets of the Association shall vest and reside in the Association for the benefit of its Members. The purchase and sale of real property by the Association must be approved by at least two-thirds (2/3) of the Members voting at a General Membership Meeting at which the notice of the meeting contained the text of the resolution to be considered.

ARTICLE 19: PROTECTION AND INDEMNITY

19.1 Protection

No Director or Officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, loss or expense happening to the Association through the insufficiency or deficiency of title to any property acquired on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Association shall be deposited, or for any loss occasioned by any error of judgement or oversight on his/her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto unless the same shall happen through his/her own dishonesty.

19.2 Indemnity

Every Director or Officer or employee or any member of any Standing Committee of the Association, and any Member designated by the Association or appointed by the Association to any University committee or anybody or organization external to the University, and any member designated or appointed by the Association as a representative or appointee for any purpose under this Bylaw, respectively, shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Association, from and against:

- (a) all costs, charges and expenses whatsoever which such Director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her whether such action be commenced during or after the period when the Member was performing his/her Association-related activities, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him/her, in or about the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which s/he sustains or incurs in or about or in relation to the affairs thereof;

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

ARTICLE 20: AMENDMENTS TO THIS BYLAW

20.1 Notice for Amendments

Notice of motion to amend this Bylaw must be given either in the notice of the General Membership Meeting at which the resolution is to be moved, or at the General Membership Meeting prior to the General Membership Meeting at which it is to be moved.

20.2 Executive Committee and Representatives' Council Amendments

The Executive Committee and Representatives' Council may propose amendments to this Bylaw by submitting the text of the proposed amendment to the Secretary, who shall ensure that the text of the proposed amendment is included in the notice for the next General Membership Meeting.

20.3 Members' Amendments

- 20.3(a) Any two Members may propose an amendment to this Bylaw by submitting the text of their proposed amendment, signed by both members, to the Secretary.
- 20.3(b) Where the text of an amendment proposed by Members is received more than fifteen (15) days prior to a scheduled General Membership Meeting, the Secretary shall ensure that the text of the proposed amendment is included in the notice for such meeting.
- 20.3(c) Where the text of an amendment proposed by Members is received within fifteen (15) days of a scheduled General Membership Meeting notice of the proposed amendment shall be given at the meeting, and the amendment considered by the next scheduled General Membership Meeting.
- 20.3(d) Where the Executive Committee wishes to indicate to Members its concurrence or non-concurrence with an amendment proposed by Members, it shall supply a written statement of its reasons, and shall include such statement in the notice of the General

Membership Meeting at which the proposed amendment will be considered.

20.4 Majority Required

To succeed, any resolution to amend this Bylaw must be supported by at least two-thirds (2/3) of the Members voting.

20.5 Effective Date

Any change in this Bylaw shall take effect upon approval by a duly constituted General Membership Meeting.

ARTICLE 21: IMPLEMENTATION

21.1 Upon approval, this Bylaw takes effect and replaces any previous bylaws of the Association.