

# **Bylaws of the University of Lethbridge Faculty Association**

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December 14, 2018

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## **Article 1 – Identity and Charter**

- 1.1 The University of Lethbridge Faculty Association is a deemed trade union representing academic staff at the University of Lethbridge constituted within the provisions of the Province of Alberta’s *Post-Secondary Learning Act* and the *Labour Relations Code*.
  - 1.1.1 The University of Lethbridge Faculty Association, in these bylaws “the Association,” is also identified by its acronym, ULFA.
  - 1.1.2 The Association has exclusive authority on behalf of academic staff members to negotiate and enter into an agreement with the Board of Governors, in these bylaws “the Board.”

## **Article 2 – Objectives**

- 2.1 The objectives of the Association shall be as follows:
  - 2.1.1 To serve as the exclusive bargaining agent for academic staff at the University of Lethbridge.
  - 2.1.2 To promote the interests of academic staff and regulate employment relations between the University of Lethbridge and its academic staff.
  - 2.1.2 To promote and defend independence of thought and freedom of expression in the teaching, research and community service of its Members.
  - 2.1.3 To ensure due process in matters of dispute between a Member and the Board with respect to a collective agreement.
  - 2.1.4 To collaborate with provincial and national associations of university teachers in matters of mutual interest.

## **Article 3 – Membership**

- 3.1 Statutory Members are employees who hold a current contract as an academic staff member at the University of Lethbridge.
  - 3.1.1 Statutory Members who are also senior academic administrators or who are Members of the Board of Governors are Inactive Members of the Association during their terms of office or service.

### 3.2 Changes to the Membership

The Executive Committee, upon a majority of at least sixty-six percent (66%) of votes cast at a general meeting, may recommend to the Board that an additional category of employees at the University be designated as academic staff members.

## **Article 4 – Fees**

- 4.1 Statutory Members shall be assessed membership fees in accordance with a mill rate established or amended by a general meeting.
- 4.2 A Statutory Member on leave of absence without pay who wishes to remain active in the Association shall be assessed an annual fee, paid directly to the Association, of ten percent (10%) of their normal annual ULF dues assessment.
- 4.3 Inactive Members fees shall be as provided in the Handbook Article 4.2.

## **Article 5 – Rights of Members**

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- 5.1 In addition to rights and privileges provided by or derived from the *Post-Secondary Learning Act*, the *Labour Relations Code*, and the collective agreement between the Association and the Board, Statutory Members who are not Inactive Members shall have the following rights:
- 5.1.1 To attend general meetings of the Association and to vote on motions and resolutions presented to general meetings;
  - 5.1.2 To propose motions related to any item on the agenda of a general meeting and to present notices of motion to the Executive Committee at any time;
  - 5.1.3 To hold elected or appointed membership on the Association's committees;
  - 5.1.4 To nominate Members for election to the Association's committees;
  - 5.1.5 To vote on the ratification of negotiated financial settlements and amendments to any collective agreement concluded between the Association and the Board;
  - 5.1.6 To have access to the ULFA Ombuds Officer as provided for in these bylaws; and
  - 5.1.7 To receive the regular communications of the Association.
- 5.2 A Statutory Member on leave of absence without pay who wishes to remain an active member under the terms of 4.2 shall continue to enjoy all rights of membership as provided in 5.1.
- 5.3 A Statutory Member who wishes to be inactive in the affairs of the Association for reasons of conscience or religious belief may direct their Association deductions instead to a charitable organization registered in Canada. A Member may exercise this right by explicitly stating their reasons in writing to the Association, including a declaration that the Member voluntarily waives rights provided by these bylaws except those of Articles 5.3.1 and 5.3, and that the Member agrees to indemnify the Association, its officers, committee members, and employees in any action undertaken within the Association's authority and the provisions of these bylaws. Such a declaration must be made or renewed by June 30 of each academic year, or within six (6) weeks of the beginning of employment. Such deduction shall lapse if not reaffirmed annually.
- 5.3.1 Notwithstanding the member's declaration as noted, the Member shall be fairly represented by the Association in all matters extending from its charter and objectives.

### **Article 6 – General Meetings**

- 6.1 The Executive Officer shall give the membership at least three (3) weeks' notice of general meetings, including a provisional agenda. The notice shall also provide one (1) week for receipt by the President of notices of motion for matters not appearing on the agenda.
- 6.1.1 A reminder of the meeting, together with a revised provisional agenda, if any, shall be distributed to Members one (1) week before the meeting.
- 6.2 Notices of all resolutions given in writing to the President for consideration at the next general meeting shall be distributed to voting Members within one (1) week of their receipt by the President.
- 6.3 A general meeting may, within voting procedures established in these bylaws, enact, amend, reject or repeal resolutions on any matter adopted as an item for action by the general meeting.

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- 6.4 At least one general meeting shall be the Annual General Meeting which normally shall be held on the first working day following the last day of classes in the Spring Semester, for the following purposes:
- a. To elect officers; and
  - b. To elect chairs and members of standing committees; and
  - c. To elect the Association's representative to the Board; and
  - d. To hear and consider officers' annual reports; and
  - e. To approve the audit; and
  - f. To consider any other business including the ratification of the collective agreement.
- 6.5 At least one general meeting shall be the Fall General Meeting which normally shall be held on the first working day following the last day of classes of the Fall Semester, for the following purposes:
- a. To elect Members to the Nominating Committee; and
  - b. To consider any other business.
- 6.6 Other general meetings shall be titled Special General Meetings. A Special General Meeting may be held on any date other than the date of an Annual General Meeting or a Fall General Meeting. A Special General Meeting shall require a minimum of forty-eight (48) hours' notice to Members and shall consider only the matter(s) raised in the agenda. A Special General Meeting may be held under one of the following conditions:
- 6.6.1 Upon the written request to the President of ten (10) Statutory Members, and within ten (10) days from the President's receiving the written request, a Special General Meeting shall be held.
- 6.6.2 The Executive Committee may call a Special General Meeting to address agenda items from a general meeting at which quorum was not obtained.
- 6.6.3 A Special General Meeting may be called by the Executive Committee for the purposes of ratifying a negotiated package.

### **Article 7 – Voting**

- 7.1 The vote of the membership shall be the final authority of the Association.
- 7.1.1 Lists of all Statutory Members who are eligible to vote shall be established and regularly maintained in the ULFA office.
- 7.1.2 Voting on main or principal motions, resolutions or other substantive issues raised at general meetings (Annual, Fall, Special) shall be conducted by electronic ballot following the meetings according to Elections Protocol (8.2.3). Otherwise, voting will be conducted by a show of hands unless a request is made by a Statutory Member to employ paper ballots. Nothing in this procedure shall preclude amendment of a motion submitted to a meeting prior to submission for a vote by the membership.
- 7.1.3 Voting in person at general meetings or by electronic ballot shall be limited to one vote per eligible Member on any motion or resolution. There shall be no voting by proxy.
- 7.1.4 Except as provided in 7.1.6, quorum of a general meeting shall be fifty (50) eligible Members. If a general meeting fails for lack of quorum, the unaddressed agenda items shall be held over until the next scheduled general meeting. If there

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is urgent cause to address an agenda item before the next scheduled general meeting, the Executive Committee may call a Special General Meeting as per Article 6.6.2.

- 7.1.5 The results of electronic balloting in an election shall be valid upon receipt of at least fifty (50) responses by the Returning Officer (see 9.3d.). Should there not be at least fifty (50) electronic ballots received by the Returning Officer within the period specified in 8.2.3, the Executive shall appoint a Member to the vacant position on an interim basis until the next regular election.
- 7.1.6 To be carried, a motion or resolution other than an amendment to the Association's bylaws, or a resolution as noted in 13.4, shall require a majority of fifty percent (50%) plus one (1) vote.
- 7.1.7 Where a Member is unable to access electronic balloting or surveying, the Member may arrange for an individual paper ballot or survey form through consultation with the Executive Officer, the established deadlines still to apply.

### **Article 8 – Nominations, Elections Protocol and Terms of Office**

#### 8.1 Nominations

In addition to nominations presented to the membership by way of 9.4.1 and 10.4, nominations of Members to offices and committees may be made from the floor of an Annual General Meeting or a Fall General Meeting provided either that the nominee is present and agrees to stand in nomination, or that the nominee's written consent is available to the meeting.

#### 8.2 Elections Protocol

The election of Members to offices and committees shall be conducted within the provisions of these bylaws.

- 8.2.1 If, for a lack of quorum, an election cannot be held at the Annual General Meeting, the Chair of the Nominating Committee shall, within one (1) week following the scheduled date of the Annual General Meeting, inform the membership of its nominees and solicit additional nominees willing to stand for election from the list of Members eligible to vote, allowing an additional period of one (1) week for the receipt of nominations.
- 8.2.2 If an election cannot be held at the Fall General Meeting for lack of quorum, the President shall, within one (1) week following the scheduled Fall General Meeting inform the membership of the nominees, and solicit additional nominations of Members willing to stand for election from the list of Members eligible to vote, allowing an additional period of one (1) week for the receipt of nominations.
- 8.2.3 Whenever elections by electronic balloting are necessary, the Returning Officer shall within three (3) weeks following the general meeting or from the date of vacancy conduct the election by electronic means. One (1) week after the posting of electronic ballots, the Returning Officer shall declare the balloting closed.

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### 8.3 Terms of Office

The terms of elected officers and committee Members shall normally begin on July 1 in the year of their election or, in the case of the Past President, selection:

- 8.3.1 The President and the Vice President/President Nominate shall each be elected by a plurality vote for a one-year term;
- 8.3.2 The Past President shall normally serve a one-year term;
- 8.3.3 The Secretary/Treasurer shall be elected by a plurality vote for a two-year term;
- 8.3.4 Members of standing committees shall be elected by a plurality vote for two-year terms;
- 8.3.5 The Association's representative to the Board shall be elected by a plurality vote for a three-year term;
- 8.3.6 A Member shall serve no more than three consecutive terms on any standing committee; and
- 8.3.7 Whenever possible, the most recent past Chair of each committee will normally serve *ex officio* on the committees they chaired.

### Article 9 – Officers

9.1 The elected officers of the Association shall be the President, the Vice President/President Nominate and the Treasurer.

#### 9.1.1 The President

- a. shall preside over all meetings of the Association, of the Executive, and shall be, *ex officio*, a Member of each standing committee; and
- b. shall act as the official spokesperson for the Association in communication with the University President, the Board of Governors, the Government of Alberta, the news media and other persons or groups; and
- c. shall serve directly as supervisor of the Executive Officer and, indirectly through the office of the Executive Officer, of any additional office staff.

#### 9.1.2 The Vice President/President Nominate

- a. shall serve in the capacity of President when the President is unable to serve; and
- b. will normally become President in turn; and
- c. shall serve as advisor to officers and to the Chairs of standing committees; and
- d. may perform other official duties for the Association as requested by the President.

#### 9.1.3 The Treasurer

- a. shall be responsible for keeping an accurate record of the financial accounts of the Association and for ensuring that the finances of the Association are in order; and
- b. shall prepare an annual budget for the next fiscal year for presentation to the Executive Committee and in turn to the Annual General Meeting; and
- c. may serve as editor of the Association newsletter; and
- d. shall serve as advisor to officers and to the Chairs of standing committees; and
- e. may perform other official duties for the Association as requested by the President.

9.1.4 With the consent of the Executive Committee, the duties of officers may be delegated to the Executive Officer and/or to other Association Members.

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- 9.2 The Past President, though not an officer, shall serve as advisor to officers and to the chairs of standing committees, and may perform other official duties for the Association as requested by the President.
- 9.3 The Executive Officer shall be a person employed by the Association as its chief administrative officer who shall, under the direction of the President:
- a. maintain an office and office hours at the Association's premises; and
  - b. supervise additional Association office staff, if any; and
  - c. assist with communications to Members, and general correspondence; and
  - d. serve as Returning Officer for Association elections; and
  - e. attend meetings of the Executive Committee, the Nominating Committee and standing committees as an *ex officio* non-voting member; and
  - f. serve as the recording secretary of general meetings and of committee meetings identified in 9.3e.; and
  - g. attend meetings of CAFA Council and CAUT Council.
- 9.4 The Ombuds Officer shall be a Member elected to the position by the Association who shall, independent of the Association's committees, other officers and Executive Committee Members:
- a. assist Members in the resolution of misunderstandings, disputes, and conflicts, which may arise from time to time between a Member and an individual or individuals serving on the Executive Committee; and
  - b. provide such information to Members as may be deemed timely regarding any and all redress which may be available within the Association, the University, and/or the community at large; and
  - c. serve and report within the terms of reference provided in Appendix B of these bylaws.
- 9.4.1 The Ombuds Officer shall be elected as follows:
- 9.4.1.1 The President, in consultation with the Nominating Committee, shall present one (1) eligible nominee for the position, and the membership shall be invited to nominate other eligible Members; and
  - 9.4.1.2 Nominees will be active Statutory Members of the Association in good standing; persons recognized for good judgment, objectivity and integrity, interpersonal communication skills and political sensitivity, with a comprehensive understanding of the Association's bylaws, organization and procedures; and
  - 9.4.1.3 If there is more than one (1) nominee, an election by electronic balloting will take place as provided in Article 7.2a.
- 9.4.2 The initial term of office shall be two (2) years, renewable for further terms of five (5) years. During the first year of the first term, and again during the fourth year of each five-year term, the President shall appoint an appraisal committee to review the Officer and the Ombuds Office.
- 9.4.3 During the term(s) of office, the Ombuds Officer shall not hold or maintain any other position, elected or appointed, within the Association or as the Association's representative.

**Article 10 – Committees**

- 10.1 The Association shall establish committees to attend to matters pertaining to or arising from the *Post-Secondary Learning Act*, the *Labour Relations Code*, the collective agreement, from resolutions of the Association’s membership or its Executive Committee, or the agenda of any council or committee where the Association has a representative.
- 10.1.1 The nomination and election of Members to committees shall be as established in these bylaws. When only one (1) Member has been nominated or come forward for an open position, that person shall be considered elected by acclamation.
- 10.1.2 Unless otherwise specified in these bylaws, quorum for Association committees shall be fifty percent (50%) of voting Members.
- 10.1.3 By a vote of the membership at a general meeting, a committee Member may be expelled from an Association committee or from a committee on which the Member is representing the Association, for dishonesty, or gross misconduct or failing or refusing to carry out duties as an elected member. Notice of the motion to expel, together with a rationale, must be provided to the Member affected at least two (2) weeks prior to the meeting at which the motion is to be considered.
- 10.1.4 In carrying out their responsibilities, committees and committee Members shall serve all Association Members fairly and equitably. There shall be no discrimination with respect to any Member on the basis of age, colour, disability, ethnicity, gender, marital status, national origin, philosophical, political or religious affiliation or belief, race, sexual orientation, or employment category.
- 10.2 Executive Committee
- The Executive Committee shall comprise the Association’s officers other than the Ombuds Officer, the most recent and available Past President *ex officio*, the chairs of standing committees, and the Executive Officer (non-voting). Subject to these bylaws and to any resolution enacted by a general meeting, the Executive Committee shall have the authority to manage and direct the Association’s affairs.
- 10.2.1 The President shall call meetings of the Executive Committee as required to deal with the affairs of the Association, and at least one week prior to any general meeting of the Association. In the absence of the President, an Executive Committee meeting may be called by the Vice-President/President Nominate or, if that Member is also absent, by the Treasurer.
- 10.2.2 There shall be a joint meeting of the incoming and outgoing members of Executive Committee in June of each year.
- 10.2.3 At any meeting of the Executive Committee, fifty percent (50%) of the number of existing filled positions at that time shall constitute quorum. The Executive shall determine its own voting procedure.
- 10.2.4 The Executive Committee may employ an individual to serve as Executive Officer and may hire additional office staff. The duties, terms of service and remuneration of the employee(s) shall take the form of a written contract between the Association and the employee, and the performance of the employee(s) shall be assessed annually by the Executive Committee.
- 10.2.5 If a vacancy occurs on the Executive Committee or on one of the standing committees, the Executive Committee may, after soliciting nominees from the appropriate group of Members, appoint a Statutory Member to serve for the

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unexpired portion of the vacated position. Members of the Association shall be informed of any such action within one week of its having been taken.

- 10.2.6 The Executive Committee may at its discretion appoint Sessional Lecturer(s) in to serve as a voting Member on the Association's committees including the Executive Committee, the Bargaining Resource Committee, the Grievance Committee, the Nominating Committee, the Equity and Diversity Committee, the Job Action Committee, and *ad hoc* committees.
- 10.2.7 The Executive Committee shall designate one or more Association Members to represent the Association at meetings of the Confederation of Alberta Faculty Associations (CAFA) Council and/or the Canadian Association of University Teachers (CAUT) and/or other external organizations, and to report to Executive Committee.
- 10.2.8 Members of the Executive Committee who find that they may be in a position of conflict of interest shall disclose their concern to the Executive Committee who shall act appropriately and with discretion to avoid or to remove all possible conflict of interest.
- 10.2.9 The Executive may provide for the acquisition, management and disposition of the property of the Association.

### 10.3 Standing Committees

The Association's standing committees shall be the Bargaining Resource Committee, the Grievance Committee, and the Gender, Equity and Diversity Committee. In the year prior to the expiry of the collective agreement and during a bargaining year, the Job Action Committee will serve as a standing committee until such time that a new collective agreement has been ratified. The constituency and terms of reference of standing committees shall be established by the Association and appended to these bylaws.

- 10.3.1 By a resolution at a general meeting, the constituency or terms of reference of a standing committee may be altered or a committee may be abolished.
- 10.3.2 By a resolution at a general meeting, additional or other standing committees may be established, each with terms of reference and a prescribed constituency.
- 10.3.3 In addition to their functions as committee chairs, the chairs of standing committees shall act as liaison between the Executive Committee and their respective committees.

### 10.4 Nominating Committee

The Association shall establish a Nominating Committee comprising the past chair of the Nominating Committee, the President, one additional Member of the Executive Committee appointed by the Executive, and five (5) other active, Statutory Members of the Association.

#### 10.4.1 Procedure to Establish the Nominating Committee

- a. Three (3) weeks prior to the Fall General Meeting, the President shall solicit nominations for membership on the Nominating Committee. In doing so, the President shall attempt to obtain broad representation of academic staff from constituent University communities; and
- b. The list of nominees to the Nominating Committee shall be presented at the Fall General Meeting following which an election shall be held, consistent with these bylaws.

#### 10.4.2 Procedure of the Nominating Committee

- a. The Nominating Committee shall from among its own members elect a chair who shall preside at its meetings and report to Executive Committee; and
- b. In the event that a member of the Nominating Committee agrees to be nominated for election to a position, that member shall henceforth cease to participate in the discussion about that position; and
- c. Prior to the Annual General Meeting, the Nominating Committee shall provide a list of nominees to Executive Committee and to standing committees, together with the name of the most recent Past President willing to serve. When the Nominating Committee has located one willing and able candidate/nominee for the position of Vice President/President Nominate, the Committee must continue to search for a second candidate; and
- d. The list of nominees together with a list of all eligible Members by constituent communities shall be distributed to Members at least one (1) week prior to the Annual General Meeting.

#### 10.5 Negotiating Team

The Executive Committee shall establish by appointment one *ad hoc* negotiating team to undertake any negotiations with the Board as may be anticipated in a given contract year, and as are governed by the collective agreement.

10.5.1 The Negotiating Team shall compile and recommend a mandate to the Executive Committee. The Negotiating Team shall negotiate all terms and conditions of employment. In making their appointments to this team, the Executive Committee shall give close consideration to the skills and resources of the Bargaining Resource Committee to prospective team members.

10.5.2 The teams should consult with the Executive Committee and the Bargaining Resource Committee on strategies and progress, particularly when terms and conditions under negotiation are contractually related.

10.5.3. When matters pertaining to the particular ranks (i.e., Sessional Lecturers, Instructors/Academic Assistants, Professional Librarians, professoriate) are to be negotiated, and whenever practical circumstances permit, the Executive Committee may appoint one representative Member to serve as observer and/or resource person on the Association's negotiating team.

#### 10.6 Other Committees

10.6.1 The Study Leave Relocation Committee shall be an advisory committee, and shall be charged with reviewing and awarding the Association's Study Leave Relocation Fund each year.

10.6.2 The Executive Committee or the Association at a general meeting may establish *ad hoc* committees with particular terms of reference, constituencies and expiration dates.

### **Article 11 – Indemnification**

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

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

### **Article 12 – Confidentiality**

12.1 Whereas the Association is privy to personal information about its Members for purposes of adequately representing them under the collective agreement, the Association undertakes to respect the confidentiality of such information.

12.1.1 Access to personal information received pursuant to Article 6.04 of the collective agreement shall be limited to the Executive Officer, Association officers and Executive Committee members who may require such information to fulfill their responsibilities, and shall not be published or otherwise used in ways that could result in the identification of individual Members.

### **Article 13 – Business Affairs**

13.1 Offices

The Association shall secure office space on the Lethbridge campus of the University of Lethbridge to serve as the central offices of the Association, which shall include the offices of the President, and the Executive Officer, and which shall contain the Association's records and physical properties.

13.2 Records, Except Records of the Ombuds Officer (see Appendix B, Access to Information)

The Association shall, as may be required by statute or these bylaws, keep corporate records including its financial books and accounts, and its records and minutes of meetings of the Association, in either hard copy or electronic form or both.

13.2.1 The fiscal year of the Association shall be July 1 to June 30.

13.2.2 The financial books and accounts of the Association shall be audited at least once per fiscal year by a duly qualified person selected for that purpose at a general meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted by the auditor at the Annual General Meeting.

13.2.3 The Association's records may be examined by Members except where, in the opinion of the Executive Officer, or an elected officer, or the Chair of a standing committee, the examination of items might:

- a. violate the right to privacy of an individual, or
- b. put at risk the success of negotiations or other business underway.

Such examination may be made in the Association Office during normal office hours at a date and time which may be reasonably arranged following notice to the President.

13.2.4 A dispute regarding 13.2.3 shall be resolved without prejudice by the Executive Committee.

13.3 Signing Authority

Financial transactions of, by and on behalf of the Association shall require the signature of two duly authorized signing officers. The signing officers of the Association shall be the President, Treasurer and the Executive Officer.

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### 13.4 Borrowing Authority

The Association may borrow or raise or secure the payment of money in such manner as it deems fit, and in particular by the issue of debentures, but this power shall be exercised only under the authority of the membership, and in no case shall debentures be issued without the approval of a special resolution requiring a majority of seventy-five percent (75%) at a general meeting.

### **Article 14 – Amendments to Bylaws**

14.1 The articles and appendices of the Association's bylaws may be rescinded, altered, or augmented by a resolution passed by seventy-five percent (75%) of eligible voters at a general meeting.

14.1.1 Notice of the general meeting shall be given as in 6.1, and shall include a distribution to Members of any and all resolutions concerning the bylaw amendments to be tested at the meeting.

### **Article 15 – Amendments to Agreements to Which ULFA is a Party**

#### 15.1 Collective Agreement

Amendments to the collective agreement must be ratified by the membership before the Association can be understood to have consented to the amendments.

15.1.1 Provided, however, that the membership is duly informed, clarifications of language or specifications with respect to the collective agreement may be accepted or rejected by the Executive Committee on behalf of Members.

15.1.2 In the interpretation of the collective agreement, the President shall exercise his/her authority as provided in the collective agreement only within limitations endorsed by the Executive Committee.

#### 15.2 The Universities Academic Pension Plan (UAPP) Trust Agreement

Amendments to the UAPP Trust Agreement must be ratified by the Association's membership before ULFA can be understood to have consented to the amendments.

15.2.1 Provided, however, that the membership is duly informed, clarifications of language and/or specifications with respect to the UAPP Trust Agreement may be accepted or rejected by the Executive Committee on behalf of Members.

### **Article 16 – Windup and Dissolution**

16.1 In the event that, for whatever reason or cause, the Association is wound up or dissolved, all of its assets, after payment of its liabilities and of any salary, benefit or severance due its employees, shall be distributed as determined by a Special General Meeting in one or more of the following ways:

16.1.1 the disposition of assets *pro rata* to the current Statutory Members of at least twelve months membership in the Association;

16.1.2 the assignment of assets to a successor association of academic staff or to another organization; and

16.1.3 a disposition in trust to a designated person or corporation to be held on terms as may be designated.

## **Appendix A – Terms of Reference: Standing Committees**

### **Bargaining Resource Committee**

#### Terms of Reference

1. The Bargaining Resource Committee is an investigative, deliberative and advisory body whose proper sphere of action includes all matters relating to collective bargaining of the terms and conditions of employment of the membership, including the following tasks:
  - a. To seek advice from the Members in all University constituencies and appropriate sources regarding changes to the collective agreement;
  - b. To assist in identifying the members of the Negotiating Team;
  - c. To advise the Negotiating Team before, during, and after negotiations regarding:
    - i. The initial ULFA proposal;
    - ii. A general response to the Board proposal including both substance and strategy; and
    - iii. To prepare a written report to assist negotiations next bargaining round;
  - d. To advise the Executive Committee before, during, and after negotiations, and to recommend acceptance or rejection of the final package;
  - e. To present the final package to the membership and to recommend acceptance or rejection.
2. For matters negotiated under the collective agreement, the Committee shall:
  - a. Recommend to the Executive a three-person Negotiating Team. The members of the negotiating team need not be members of the Committee. Full consideration should be given to the continuity of membership, and, to that end, two of the three members should have experience on the ULFA's standing committees and/or with collective bargaining.
  - b. Recommend to the Executive Committee an opening position and identify priorities and general strategy.

Any amendments made by the Executive in either the Negotiating Team or the list of negotiable items must be made in consultation with the Committee.

The Negotiating Team should meet jointly with the Committee during the negotiating proceedings.

If the Negotiating Team concludes a memorandum of agreement with the Board, the Committee shall recommend approval or rejection. The Committee shall then send the recommendation to the Executive Committee, which shall recommend approval or rejection of the agreement to the membership at a general meeting.

If a settlement is not reached, the Negotiating Team shall recommend to the Executive Committee proceeding with job action who in turn will bring forward a recommendation for the membership at a general meeting.

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### Membership

Members should be knowledgeable (or interested in becoming knowledgeable) about the collective agreement and related matters, i.e., other collective agreements, labour law, the requirements of good faith bargaining, duty of fair representation, and procedural fairness. Elected members shall serve two-year terms and, whenever possible, three new members shall be elected each year.

Ex officio: ULFA President, past Chair where applicable.

Elected: Chair and six (6) members; The Past Chair of the Committee should, if possible, serve *ex officio* on the Committee and should be a past member. The Committee shall comprise the following representation, unless sufficient nominees cannot be found from a constituency or constituencies: Arts & Science (3); Professional Faculties (3); Instructors/Academic Assistants (1); Librarians (1). The Past Chair will fill a position and hence there will be no election for that standing committee/constituency. One representative from each of the Librarian and Instructors/Academic Assistant groups will be invited to sit as observer/resource person on the Negotiating Team should issues relevant to those constituencies be on the negotiating table. When negotiations include terms and conditions relevant to Sessional Lecturers, the Executive Committee may appoint a Sessional Lecturer to the Negotiating Team as provided in ULFA's bylaws.

*Transition: The Bargaining Resource Committee was formed through the amalgamation of the Handbooks Committee and the Economic Benefits Committee. Members elected to serve within these committees, who have 1-year remaining on their term, shall be permitted to complete their terms as Members of the Bargaining Resource Committee.*

### **Grievance Committee**

Operating under Article 12 of the ULFA bylaws regarding confidentiality, members of the Committee shall not use information learned in the conduct of their duties in such a way as to disclose information about or identify a Member outside of the grievance process, but shall be privy to all information necessary to conduct their duties.

#### Terms of Reference

1. The Grievance Chair or delegate shall conduct preliminary and *prima facie* investigation of complaints, the information to be presented to the Committee.
2. At the request of the complaining member, he/she shall have the right to appear before the Grievance Committee.
3. The Committee shall hear complaints of Members and advise them and all Members involved as to their rights and the relative merit or potential of their grievance or other remedies including litigation and mediation.
4. The Committee shall recommend to the Executive Committee action in accordance with Article 22 of the collective agreement.
5. The Committee may recommend to Executive Committee to negotiate the resolution of grievances, including interpretations, specifications and other clarifications of the collective agreement.
6. The Executive Committee shall inform the Committee of progress during negotiations; and shall otherwise be informed by Executive Committee of any developments impacting the negotiations of which the Executive Committee is aware.
7. The Committee shall recommend to the Executive Committee the negotiated settlement of grievances.

NOTE: Grievance procedures are provided in Article 22 collective agreement.

#### Membership

Members should be knowledgeable (or interested in becoming knowledgeable) about the collective agreement and related matters, i.e. other collective agreements, labour law, rights arbitration, requirements of the duty of fair representation and procedural fairness.

Elected members shall serve two-year terms and, whenever possible, three new members shall be elected each year.

Ex officio: ULFA President, past Chair where applicable.

Elected: Chair and six (6) members; The Past Chair of the Committee should, if possible, serve *ex officio* on the Committee. The Committee shall comprise the following representation, unless sufficient nominees cannot be found from a constituency or constituencies: Arts & Science (3); Professional Faculties (3); Instructors/Academic Assistants (1); Librarians (1). The Past Chair will fill a position and hence there will be no election for that standing committee/constituency.

### **Gender, Equity and Diversity Committee**

#### Terms of Reference

1. To examine and document the existing situation with respect to gender, equity, and diversity at the University of Lethbridge.
2. To identify best practices and recommended strategies to redress inequitable treatment of academic staff.
3. To make recommendations to ULFA Executive and standing committees with respect to equity and diversity issues affecting the academic staff of the University of Lethbridge.
4. To promote equity and diversity within the broader University of Lethbridge community.

#### Membership

The diverse groups on campus should be represented in the composition of the Gender, Equity and Diversity Committee. Academic staff who self-identify as a member of underrepresented groups on campus are encouraged to step forward as potential Members of this Committee. Elected Members shall serve two-year terms and, whenever possible, three new members shall be elected each year.

Ex officio: ULFA President, past Chair where applicable.

Elected: Chair and six (6) members; The Past Chair of the Committee should, if possible, serve *ex officio* on the Committee.

## Job Action Committee

### Terms of Reference

1. The authority to manage the collective bargaining process on behalf of its members is delegated to the Executive Committee by ULFA Bylaws, in compliance with any applicable legislation. The authority to accept or reject a negotiated collective agreement or to authorize strike action, however, rests solely with the membership.
2. Job Action Committee shall be the regulatory committee tasked with fulfilling the logistical duties associated with conducting job action (such as lockout or strike) in compliance with ULFA's Job Action Policy.
3. The Job Action Committee shall be struck by the Nominating Committee to be active only in a bargaining year and will conclude at the point of ratification of a new collective agreement.

### Membership

Members should be knowledgeable (or interested in becoming knowledgeable) about job action and related matters, i.e., labour laws and rights, the *Labour Relations Code*, etc.

Elected members shall serve for the period during which the Committee is active until such time that a new collective agreement is ratified.

Ex officio: ULFA President, past Chair where applicable.

Elected: Chair and six (6) members; the Past Chair of the Committee should, if possible, serve *ex officio* on the Committee and should be a past member. The Committee shall comprise the following representation, unless sufficient nominees cannot be found from a constituency or constituencies:

- a. Representative of ULFA Executive (appointed from Executive);
- b. Representative of the Bargaining Resource Committee (appointed from the Committee);
- c. Representative of the Grievance Committee (appointed from the Committee);
- d. Representative of the Gender, Equity and Diversity Committee (appointed from the Committee);
- e. Representative from the general membership (appointed by Executive);
- f. Representative from the Calgary campus (appointed by Executive).

Note: A representative from the Calgary Campus shall only be appointed in the event that this constituency is not already filled in A.2.(a)-(f).

**Appendix B – Terms of Reference: Ombuds Officer**

**Principles**

1. The Ombuds Officer shall carry out the responsibilities of the Office as authorized under x.153(6) of the *Code* and independent of all other bodies within the Association, and shall assess and investigate all complaints with impartiality.
2. In the course of inquiry or investigation and in bringing recommendations forward, the Ombuds Officer shall seek to ensure that principles of the duty of fair representation, natural justice, and procedural fairness are observed.
3. The rights and responsibilities of a Member under the law shall be observed.
4. Informality shall be the prevailing atmosphere of communication by/with the Ombuds Officer, unless or until formal communications or procedures are deemed to be necessary.

**Confidentiality**

1. The Ombuds Officer shall maintain confidentiality with respect to persons and information in any matter under review, however, the Ombuds Officer may disclose information in order to establish grounds for conclusions or recommendations, provided the identity of Member individual(s) is not disclosed without their permission.
2. The Ombuds Officer shall not be compelled to give evidence pertaining to any matter which may be disclosed or discovered in the carrying out of the Officer's responsibilities.
3. The Ombuds Officer shall not be required to maintain confidentiality in matters which involve the alleged commission of a crime or where there is an identifiable risk of physical harm or abuse.

**Jurisdiction**

1. At the request of a Statutory Member, the Ombuds Officer shall investigate any complaint that may arise between that Member and any individual or individuals serving on the Executive Committee within sixty (60) working days of the alleged incident.
2. All matters submitted to the Ombuds Officer by an individual Member or a group of Members must be presented by the individual(s) involved, and no third party shall have the right to request an investigation by the Ombuds Officer on another member's behalf.
3. The Ombuds Officer shall have the right of inquiry into the application of any policy, bylaw or procedure of the Association in the context of employment rights. This right of inquiry shall not extend to work in progress by any of the Association's standing committees, in particular, the Ombuds Officer shall not intervene in a grievance in progress or in negotiations with the Board.
4. The Ombuds Officer shall not intervene if a matter is currently pending in a legal forum. In the event that, at the outset of an investigation, one or more of the parties involved have retained legal counsel, the Ombuds Officer may only intervene if all parties and their legal representatives consent.

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5. The Ombuds Officer shall have the right to refuse or discontinue work on any complaint which the Ombuds Officer is of the opinion is not worthy of investigation or is frivolous, vexatious, not brought in good faith, or an abuse of the Ombuds Officer's role.
6. If the Ombuds Officer refuses to take up a case or withdraws from a case, the Officer shall, upon request by the member, provide a written statement of the reason(s) therefore.

### **Access to Information**

1. In order to fulfill the function of the office, the Ombuds Officer shall have access to those Association files, records and information which can be shown to be relevant to the case under examination.
2. The Association shall direct its officers, employees, and committees to render all possible assistance to the Ombuds Officer in the performance of the duties of that office.

### **Operating Protocol**

1. The Office will normally function on a first come, first served basis, though the Ombuds Officer shall have discretion to make exceptions. Cases will be undertaken as promptly as possible.
2. An investigation by the Ombuds Officer will be undertaken at the Ombuds Officer's discretion. Normally, the Ombuds Officer will investigate only if the person or persons affected agree that the matter should be investigated.
3. If all parties consent, the Ombuds Officer may undertake mediation of a conflict or dispute with costs to the Association.
4. In situations in which Members elect to act on their own behalf, the Ombuds Officer shall act as a third party who shall attempt to provide all possible assistance.
5. The Ombuds Officer shall serve as a repository of information regarding appropriate methods in the pursuit of conflict resolution. In order to effect this service, the Ombuds Officer shall have available or shall make every effort to obtain expeditiously, such materials as may be necessary to inform Members with respect to policy, procedure, Member rights and available services.
6. The Ombuds Officer shall be entitled to attend meetings of the Executive Committee or any of the Association's committees as a non-voting member.
7. From time to time, in order to fulfill the mandate of the Office, the Ombuds Officer may need to seek external advice by way of legal or managerial consultation at cost to the Association.
8. The Ombuds Officer may, without receiving an official complaint from the Association membership, identify and investigate any inadequacies in existing Association procedures and policies that might jeopardize the rights of the Members of the Association.

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9. In the event that a period of one month should elapse without contact between the Ombuds Officer and the member, after all reasonable attempts have been made by the Ombuds Officer to contact the member, the member's case may be considered withdrawn.
10. Although authorized to function in the widest possible context and with a minimum of constraint, the Ombuds Officer shall not exercise authority beyond the jurisdiction and authority of the Association, nor shall the Officer exercise a judicial function, or make binding decisions in any case.
11. If the Ombuds Officer is identified to have a conflict of interest, the most recent and available previous Ombuds Officer will serve for the duration of the conflicted case.

### **Reporting**

1. An investigation by the Ombuds Officer shall normally culminate in a written, confidential report. A draft report will be provided to each party for comment. A final report will typically contain a summary or description of the information gathered in the course of the investigation, an analysis of the information and its relevance to the claims of the parties together with the Ombuds Officer's conclusions and recommendations.
2. The report shall not disclose any information without the agreement of the party (parties) providing it. If a party is unwilling to have information included in the report or shared with other parties, the Ombuds Officer shall have the right to terminate the investigation without making any findings or recommendations.
3. The Ombuds Officer may recommend the reconsideration of existing bylaws and policies in light of current conditions, anomalies or inequities, and may propose changes.
4. The Ombuds Officer shall make an annual report to the membership at a general meeting and may make special reports to Executive Committee from time to time.
5. The Ombuds Officer shall maintain suitable records of complaints, findings and recommendations, all of which shall be accessible only to the Ombuds Officer. Such files shall be destroyed according to a retention schedule determined in accordance with provincial legislation or the University's Record Management Program.

### **Conflict of Interest/Loss of Trust**

1. A conflict of interest shall be deemed to have arisen when the Ombuds Officer's private interests supersede or compete with necessary dedication to impartiality. When a conflict of interest appears to exist, the Ombuds Officer shall inform the President.
2. Alternatively, should a Member believe the Ombuds Officer to be in a position of conflict regarding their particular case, he/she shall inform the President.
3. In the case of such conflict of interest, another Member of the Association may be requested by Executive Committee to assume temporarily the role of Ombuds Officer, under these same terms of reference, to serve for an individual case.
4. If a Member considers that an Ombuds Officer has committed a procedural or substantive violation of these terms of reference, with respect to any matter to which

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the Member has been a party, a written complaint detailing the alleged violation may be made pursuant to the *Alberta Labour Relations Code*.

5. By a majority vote at a general meeting, the Ombuds Officer may be recalled for dishonesty or gross misconduct, or for failing or refusing to carry out the duties of office. Notice of the motion to recall, together with a rationale, shall be provided to the Ombuds Officer at least two (2) weeks prior to the meeting at which the motion is to be considered.

### **Operating Costs**

1. Costs of operating the Office of the Ombuds Officer shall be borne by the Association upon a request to the Executive Officer. Reasonable costs might include, but shall not be limited to photocopying, office supplies, postage, access to a telephone and a confidential meeting room, administrative support, and consultation services as may be appropriate.