

**ALBERTA UNIVERSITY OF THE ARTS FACULTY ASSOCIATION
CONSTITUTION & BYLAWS**

CONSTITUTION	2
ARTICLE C1 NAME AND DEFINITIONS.....	2
ARTICLE C2 OBJECTIVES	2
ARTICLE C3 STATEMENT OF ETHICS.....	3
ARTICLE C4 STATEMENT OF ACADEMIC FREEDOM.....	4
BYLAWS	5
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 LOCATION, AUTHORITY, AND LEGALITY	5
ARTICLE 3 MEMBERSHIP	5
ARTICLE 4 DUES	6
ARTICLE 5 THE EXECUTIVE BOARD.....	6
ARTICLE 6 REMOVAL, RESIGNATION, AND APPOINTMENT	9
ARTICLE 7 OFFICERS AND REPRESENTATIVES.....	10
ARTICLE 8 COMMITTEES.....	13
ARTICLE 9 GENERAL MEETINGS AND ONLINE BALLOTS.....	15
ARTICLE 10 ANNUAL GENERAL MEETINGS	17
ARTICLE 11 ELECTION OF OFFICERS	17
ARTICLE 12 EXTRAORDINARY RESOLUTION	18
ARTICLE 13 BORROWING POWERS	19
ARTICLE 14 WIND-UP OF THE ASSOCIATION	19

CONSTITUTION

ARTICLE C1 NAME AND DEFINITIONS

- C1.1** The name of the corporation is the Alberta University of the Arts Faculty Association. If the corporation is granted a different name pursuant to the *Post-Secondary Learning Act*, that different name prevails. In this Constitution and Bylaws, the corporation is referred to as “the Association” and “AUFA”.
- C1.2** The following definitions apply in this Constitution:
- a) **BOARD OF GOVERNORS:** The Board of Governors of the Alberta University of the Arts.
 - b) **COLLECTIVE AGREEMENT:** A collective agreement as ratified by the Association and the Board of Governors.
 - c) **UNIVERSITY:** The Alberta University of the Arts.
 - d) **EXECUTIVE BOARD:** The Association’s Executive Board, established pursuant to its bylaws.
 - e) **MEMBERSHIP:** All academic staff as defined in Article 3 of the Association’s Bylaws. Individuals who belong to the Membership are referred to as a “Member” or “Members”, as appropriate.
 - f) **POST-SECONDARY LEARNING ACT:** The *Post-Secondary Learning Act*, SA 2003, cP-19.5 as amended from time to time, and any successor legislation that replaces it.

ARTICLE C2 OBJECTIVES

- C2.1** The Association has the following objectives:
- a) To maintain and promote the professional status of the Association’s Members at the University.
 - b) To promote the establishment of working conditions for Members which will make possible the highest level of professional service to the community.
 - c) To act as the sole bargaining agent for Members with the Board of Governors or other bodies, and to enter into collective agreements with the Board of Governors or other bodies concerning terms and conditions of work and employment. For greater clarity, the Association has as one of its objectives the regulation of relations between Members and the Board of Governors.
 - d) To promote the full consideration of Members’ professional expertise in all aspects of the academic/administrative functions of the University.
 - e) To provide representation on commissions, boards, and any other bodies dealing with matters concerning Members.

- f) To encourage excellence in teaching and academic services to students of the University and the community at large.
- g) To advise, assist, and protect Members in the discharge of their professional duties and relationships.
- h) To support the essential academic components of the University.
- i) To protect and promote academic freedom and ethics as defined in the Association's Statement of Academic Freedom and Statement of Ethics.
- j) To manage the assets and liabilities of the Association on behalf of Members.
- k) To deal with matters considered by Members to be in the interests of the Association.

C2.2 The foregoing shall be interpreted in the context of the unique situation of art and design education.

ARTICLE C3 STATEMENT OF ETHICS

C3.1 This Statement of Ethics applies to all Members and recommends them to:

- a) Work with members of the University community in a collegial manner.
- b) Abide by the policies and procedures established for the orderly conduct of University affairs while at the same time pursuing changes which would, in judgment, improve the University.
- c) Fulfill contractual and academic obligations to the University and perform these duties with the strictest integrity.
- d) Honour and uphold all verbal and written commitments respecting their professional responsibilities and obligations.
- e) Not speak on behalf of the Association without the consent of the Association or its Executive Board.
- f) Provide input into governance issues, management decisions, working conditions and the allotment of resources, materials, and services.
- g) Actively help and encourage colleagues in their professional development and in their work on divisional and University objectives.
- h) Be fair and objective in their dealings with other Members.
- i) Avoid public criticism of a colleague's faculty function.
- j) Not knowingly make false statements about a colleague nor purposely undermine student or faculty confidence in a colleague.
- k) Remain as current as is reasonably possible in their respective disciplines of teaching, counselling, and research.
- l) Have the freedom to teach, research, and speculate; all of the preceding leading to the encouragement of the free exchange of ideas.
- m) Respect the dignity and rights of all persons without prejudice. Faculty will not discriminate against or harass other members or students.

- n) Not divulge information about a student received in confidence or in the course of professional duties except as required by law, or with the prior consent of the student, or where, in the judgment of the Member, to do so is in the best interest of the student.
- o) Maintain appropriate professionalism in any situation in which there may be a vested, personal, or familial interest or situation that might jeopardize academic objectivity.
- p) Not unfairly jeopardize the present or future career or employment of a colleague or student.
- q) Notify the Association of any intention to commence a legal action against another Member or Members in matters of professional responsibilities or obligations.
- r) Promote and monitor healthy and safe working conditions.

ARTICLE C4 STATEMENT OF ACADEMIC FREEDOM

- C4.1** No Member may be denied the freedom of speech, assembly, religion, press, or belief unless such freedoms are expressed in a manner that conflicts with that Member's responsibilities and duties to the University or Association.
- C4.2** While Members have the responsibility to abide by and show reasonable respect for the rules and regulations established for the administration of the University, Members also have the right to seek reforms to improve the functioning of the University.
- C4.3** Members have the freedom to express their opinion about the institution, the Association, the administration, and the system in which they work.
- C4.4** No Member may be penalized for exercising their rights to academic freedom.
- C4.5** The Association has an obligation to defend Members' rights to academic freedom. The Association shall not knowingly infringe upon that right.
- C4.6** Members have the right to produce and disseminate the results of research and/or creative work through exhibition, publication, lecture, and other appropriate means.
- C4.7** While Members have an obligation to acknowledge any institutional or academic debt incurred during research, Members hold copyright on the results of that research.
- C4.8** Members have the right to decide course content, class materials, teaching methodologies, and evaluation systems providing that they adhere to, and do not conflict with course descriptions and outlines, budget allocations, and University policies.

BYLAWS

ARTICLE 1 DEFINITIONS

- 1.1 The following definitions apply in these Bylaws, in addition to those definitions set out in the Association's Constitution:
- a) **ANNUAL GENERAL MEETING:** An annual meeting of Members, as outlined in Article 10.
 - b) **APPROVED:** Unless otherwise specified, a simple majority vote of members in good standing and present.
 - c) **COLLECTIVE BARGAINING:** The period of time that begins when the Association or the Board of Governors, as the case may be, provides notice to commence bargaining pursuant to the *Labour Relations Code* and ends when a Collective Agreement is ratified by the Association and the Board of Governors.
 - d) **GENERAL MEETING:** Any meeting of the Membership at which the expected and normal business of the Association is carried out.
 - e) **LABOUR RELATIONS CODE:** The *Labour Relations Code*, RSA 200, cL-1 as amended from time to time, and any legislation that replaces it.
 - f) **NOTICE:** Unless otherwise specified, shall be a notice in hard copy and/or digital form distributed to Members.
 - g) **PRESIDENT:** The President of the Association.
 - h) **SECRETARY:** The Secretary of the Association.
 - i) **VICE PRESIDENT/TREASURER:** The Vice President and Treasurer of the Association.

ARTICLE 2 LOCATION, AUTHORITY, AND LEGALITY

- 2.1 The office of the Association shall be maintained at the City of Calgary in the Province of Alberta at such specific location as may be determined by the Executive Board.
- 2.2 The Association is established and recognized as the corporation empowered to act as a professional association and trade union on behalf of Members, pursuant to the *Post-Secondary Learning Act* and the *Labour Relations Code*. The Association shall be governed by its Constitution and these Bylaws.
- 2.3 Complete copies of all minutes, books, and records of the Association shall be kept in the Association office and available to all Members in good standing.

ARTICLE 3 MEMBERSHIP

- 3.1 The Members of the Association are the academic staff members of the University as defined by the *Post-Secondary Learning Act* and the Collective Agreement.

- 3.2** Members designated as academic staff shall include the following, subject to a decision to the contrary made pursuant to the *Post-Secondary Learning Act* and/or the *Labour Relations Code*:
- a) Permanent faculty and faculty hired on a contractual basis who teach credit courses;
 - b) Non-instructional academic staff, including counsellor(s) and librarian(s); and
 - c) Others appointed to positions to which academic status has been assigned and where not explicitly prohibited by a policy or procedure.
- 3.3** When a Member has their employment at the University terminated, they shall remain a Member for 60 days with no levy of dues.
- 3.4** The Association may, at its discretion, act or continue to act on behalf of a former Member whose employment was terminated more than 60 days prior or on behalf of a Member on disability leave.
- 3.5** A Member is in good standing if they are an academic staff member of the University who has fulfilled the requirements of Articles 3.1 and 3.3 (if applicable), and whose dues are paid in full.
- 3.6** All Sessional members employed at the commencement of Collective Bargaining shall remain Members of the Association until 10 days after the Collective Bargaining Agreement is ratified. No dues will be levied during non-salaried periods of time.

ARTICLE 4 DUES

- 4.1** Dues for Members shall be proposed by the Executive Board and ratified by Members using a secret ballot vote. Written notice of the proposal shall be given at least 7 days before the vote.
- 4.2** Membership dues shall be paid by monthly payroll deduction.
- 4.3** Membership dues are not refundable.
- 4.4** Members on unassisted leave shall remain in good standing upon payment of 10% of their normal dues. The amount to be paid is calculated by assessing the dues the Member would have otherwise paid during their leave and multiplying that sum by 0.10. The amount to be paid shall be deducted from the Member's last paycheque prior to their unassisted leave.
- 4.5** The Executive Board may excuse a Member from paying regular monthly dues for reasonable cause as determined by the Executive Board.

ARTICLE 5 THE EXECUTIVE BOARD

- 5.1** The Executive Board shall consist of one of each of the following:

- a) President and Chair of the Board
- b) Vice President/Treasurer
- c) Secretary
- d) AUAFA Negotiations Chair
- e) AUAFA Representative to the Faculty Professional Affairs Committee
- f) Grievance Advisor
- g) Communications Officer
- h) AUAFA Representative to General Faculties Council
- i) AUAFA Sessional Representative

- j) AUAFA Representative to the Board of Governors (non-voting on matters of the Executive Board)

5.2 General elections will occur at Annual General Meetings. All members of the Executive Board, except the AUAFA Representative to the Board of Governors, shall be elected for rotating two-year terms as follows:

- a) Odd years: President
 Secretary
 AUAFA Negotiations Chair
 Communications Officer
 AUAFA Representative to General Faculties Council
- b) Even years: Vice President/Treasurer
 AUAFA Sessional Representative
 AUAFA Representative to the Faculty Professional Affairs
 Committee
 Grievance Advisor
- c) Every 3 years: AUAFA Representative to the Board of
 Governors
 (2022/25/28/31/34/37/40/43/46/49/52, etc.)

5.3 Subject to Article 5.12, members of the Executive Board shall retain their positions from one Annual General Meeting to the next meeting two years hence, with the following exceptions:

- a) The President, whose term will continue through June 30 to facilitate an orientation for the President Elect;
- b) The AUAFA Negotiations Chair, whose term of appointment will follow the negotiating schedule should it overlap the structure outlined in Article 5.2;
- c) The Faculty Representative to General Faculties Council, whose term will conform to the General Faculties Council Bylaws;
- d) The AUAFA Board of Governors Representative, whose term will be 3 years to conform to the maximum specified by the *Post-Secondary Learning Act*; and

- e) Any member elected to fill a vacant position outside the general election schedule. In such cases, the member shall retain their position until the next general election at which the position would normally be elected.
- 5.4 All members of the Executive Board shall be voting members except for the AUAFA Representative to the Board of Governors. A quorum for meetings of the Executive Board shall be 5 voting members.
 - 5.5 Any two members of the Executive Board may call a meeting of the Executive Board.
 - 5.6 Should the President leave office, resign, or cease to be qualified to hold office, the Vice President/Treasurer shall assume the office of the President until the next Annual General Meeting, when a new President shall be elected. The President thus elected shall hold office until the next general election at which the position would normally be elected. In cases where the Vice President/Treasurer assumes the office of the President, the Executive Board shall promptly fill the vacated Vice President/Treasurer office.
 - 5.7 The Executive Board may create ad hoc committees for special purposes.
 - 5.8 The Executive Board may retain consultants on a temporary basis to assist in carrying out the responsibilities of the Executive Board.
 - 5.9 No officer or member of the Executive Board shall be remunerated for services rendered to the Association except when an officer receives a teaching workload reduction as outlined in Article 7 of the Collective Agreement, or by approval of the Association.
 - 5.10 A Member may be reimbursed for reasonable expenses incurred on the business of the Association.
 - 5.11 Only Members shall be eligible to hold office.
 - 5.12 The AUAFA Negotiations Chair may be dismissed at the discretion of the Executive Board.
 - 5.13 The Executive Board has the following responsibilities and powers, subject to the direction of the Members:
 - a) The overall governance and direction of the Association as outlined in Article C2 of the Constitution;
 - b) Carrying on the affairs of the Association as a Board responsible to the Members;
 - c) Interpreting and advising Members regarding the Constitution, Bylaws, and Collective Agreement;
 - d) Representing the interests of the Membership in grievance matters;

- e) Promoting and maintaining relations with other institutions, universities, and associations;
- f) Acquiring, managing, and disposing of the Association's property as appropriate; and
- g) Maintaining communications with Members regarding Association affairs.

5.14 The Executive Board may, on an interim basis, designate responsibility and authority to some other Member in good standing on behalf of the Executive or any one Member thereof.

ARTICLE 6 REMOVAL, RESIGNATION, AND APPOINTMENT

- 6.1** In the event of a member of the Executive Board resigning or otherwise vacating an office, or in the event of new committees or subcommittees of the Association being struck, or positions created, the Executive Board shall appoint members as required or leave offices vacant until the next General Meeting, except where the office of the President is involved.
- 6.2** When the Association has the right to appoint a Member to an office, committee, subcommittee (internal or joint), or other organization that has not been created pursuant to the Association Constitution or Bylaws, or where a Member so appointed resigns or otherwise vacates such an appointment, the right to appoint or to reappoint such person shall be exercised solely by the Executive Board.
- 6.3** In cases of any Executive Board vacancy except the President, the Executive Board shall:
- a) Appoint a member or leave the position vacant until the next regularly scheduled General Meeting;
 - b) Conduct a by-election at the next feasible regularly scheduled General Meeting or Annual General Meeting if the position is not already scheduled for general election.
 - c) Should a vacancy occur less than 2 weeks prior to a General Meeting, the by-election shall occur at the following General Meeting.
 - d) The Executive Board is not required to conduct a by-election when there are 120 days or less remaining in that position's term.
 - e) The candidate thus elected shall commence their term of office immediately upon the results of the by-election being announced by the Chief Returning Officer and shall hold office until the end of that position's term according to the general election schedule.
 - f) Should a by-election not result in a vacant position being filled, the Executive Board may appoint a member or leave the position vacant until the next General Meeting.

- 6.4** Any member of the Executive Board, or a member elected or appointed to a committee by the Executive Board, may be removed from office by means of an Extraordinary Resolution as outlined in Article 12 of the Bylaws.

ARTICLE 7 OFFICERS AND REPRESENTATIVES

- 7.1** The PRESIDENT – shall be the Chief Executive Officer, and
- a)** Shall chair the Executive Board;
 - b)** Shall be an *ex officio* member of all Association committees;
 - c)** Shall be responsible, with the Secretary, for agenda;
 - d)** Shall act as official spokesperson, signatory for correspondence of the Association and in all internal and external university contracts, except in those cases where an alternative is designated;
 - e)** Shall be a member of the Finance and Personnel Committees;
 - f)** Is empowered to co-sign cheques;
 - g)** Is empowered to co-sign the Collective Agreement ratified by the Association;
 - h)** Shall be a permanent or part-time permanent faculty member; and
 - i)** Shall act as a representative to the ACIFA and CAUT Presidents' Councils and/or any other organizations of which the Association is a member.
- 7.2** The VICE PRESIDENT/TREASURER
- a)** Is an Officer of the Association and shall assist the President and carry out the duties of the President in their absence;
 - b)** Shall chair the Finance and Personnel Committees;
 - c)** Shall supervise the preparation of an annual statement of the financial transactions of the Association;
 - d)** Shall ensure accurate financial records are maintained;
 - e)** Shall assist in the preparation of budgets;
 - f)** Is empowered to co-sign cheques;
 - g)** Shall ensure the dues relating to Membership are in order; and
 - h)** Shall perform such other duties as the President or the Executive Board may assign.
- 7.3** The SECRETARY
- a)** Is an Officer of the Association and shall be responsible for preparation and custody of the minutes of General Meetings, Annual General Meetings, and Executive Board Meetings;
 - b)** Shall maintain an up-to-date list of Members;
 - c)** Shall assist the President in the preparation of agendas;

- d) Shall ensure a current copy of the Constitution and Bylaws of the Association is maintained and available in the Association office;
- e) Shall ensure all members have access to the current Collective Agreement;
- f) Shall be a member of the Finance and Personnel Committees and shall chair the Ethics and Bylaws committees; and
- g) Is empowered to co-sign cheques.

7.4 The NEGOTIATIONS ADVISORY COMMITTEE CHAIR

- a) Is an Officer of the Association and shall form and chair the Negotiations Team;
- b) Shall report to the President on matters concerning the Collective Agreement;
- c) Shall be the Chief Negotiator and lead the Negotiating Team during Collective Bargaining;
- d) Shall report to the Membership on the current status of negotiations as appropriate;
- e) Shall appoint advisors to the Negotiations Team as needed; and
- f) Shall act as a representative to the ACIFA Negotiations Advisory Committee and/or any other organizations of which AUAFA is a member.

7.5 The AUAFA REPRESENTATIVE TO THE FACULTY PROFESSIONAL AFFAIRS COMMITTEE

- a) Is an Officer of the Association and shall serve on the AUAFA Faculty Professional Affairs Committee (the "Professional Affairs Committee") and chair the AUAFA Professional Practice Committee;
- b) Shall act as a liaison between the AUAFA Executive Board and the Professional Affairs Committee; and
- c) Shall act as a representative on the ACIFA Professional Affairs Committee and that of any other organization of which AUAFA is a member.

7.6 The GRIEVANCE ADVISOR

- a) Is an Officer of the Association and shall form and chair a Grievance Advisory Committee if required;
- b) Shall provide consultation to Members on the interpretation of the Collective Agreement;
- c) Shall inquire into grievances, issues, or concerns brought to the Association's attention by Members and assess whether contravention of the Collective Agreement has occurred;
- d) Shall conduct and manage each formal grievance within the limits of authority delegated by the Executive Board; and
- e) Shall report to the President on the status of grievances.

7.7 The COMMUNICATIONS OFFICER

- a) Is an Officer of the Association and shall prepare and distribute a newsletter, faculty catalogue, and/or e-Bulletin to Members at regular intervals throughout the academic year;
- b) Shall consult with the Executive Board as to the content of newsletters and/or faculty catalogues;
- c) Shall solicit input from Members as to the content of newsletters and/or faculty catalogues;
- d) Shall ensure notices regarding Executive Board meetings and General Meetings are included in the e-Bulletin;
- e) Shall be the Chief Returning Officer; and
- f) Shall oversee the website.

7.8 The AUAFA REPRESENTATIVE TO GENERAL FACULTIES COUNCIL

- a) Is an Officer of the Association and shall consult with and, as far as possible, convey the points of view and interests of the Membership to the Executive Board. However, they are not obliged to vote on matters brought before the General Faculties Council in line with any consensus or majority view discernable among Members; and
- b) Shall report to the Executive Board on matters concerning the Association.

7.9 The AUAFA SESSIONAL REPRESENTATIVE

- a) Is an Officer of the Association and shall consult with and, as far as possible, convey the points of view and interests of Sessional Members to the Executive Board. However, they are not obliged to vote on matters brought before the Executive Board in line with any consensus or majority view discernable among Sessional Members;
- b) Shall report to the Executive Board on matters concerning the Association; and
- c) Shall be a Sessional faculty member.

7.10 The AUAFA REPRESENTATIVE TO THE BOARD OF GOVERNORS

- a) Shall consult with and as far as possible, convey the points of view and interests of the Members to the Board of Governors. However, they are not obliged to vote on matters brought before the Board of Governors in line with any consensus or majority view discernable among Members;
- b) Must not negotiate the terms and conditions of service of Members with the Board of Governors;
- c) Shall report to the Executive Board on matters concerning the Association; and
- d) Is not an Officer of the Association and does not vote on matters of the Executive Board.

ARTICLE 8 COMMITTEES

- 8.1** The Association shall be able to form, as necessary, the following Committees:
- a)** Negotiations Committee
 - b)** Professional Practice Committee
 - c)** Ethics Committee
 - d)** Grievance Committee
 - e)** Bylaws Committee
 - f)** Finance Committee
 - g)** Personnel Committee
- 8.2** The Executive Board may form additional committees to address Association needs as they arise. Chairs shall be appointed by the Executive Board.
- 8.3** The President shall be an *ex officio* member of all Association Committees.
- 8.4** The Chair of each committee, with the exception of the Finance and Personnel Committees, shall appoint the members of each committee, ensuring appropriate representation as outlined in Association Policy and Procedures.
- 8.5** The Finance and Personnel Committees shall consist of the President, Vice President/Treasurer, and Secretary of the Association.
- 8.6** The NEGOTIATIONS COMMITTEE shall:
- a)** Review the existing Collective Agreement;
 - b)** Consult with various University constituencies regarding possible changes to the Collective Agreement;
 - c)** Investigate and prioritize the feasibility of proposed changes and, where possible, document precedents to support such changes;
 - d)** Report to the President through its Chair; and
 - e)** Conduct Collective Bargaining and, if necessary, subsequent arbitration.
- 8.7** The AUAFA PROFESSIONAL PRACTICES COMMITTEE shall promote professionalism among Members. To that end it shall:
- a)** Support participation in University, civic, provincial, national, and international associations, councils, and professional groups;
 - b)** Recommend and/or sponsor professional development activities for Members; and
 - c)** Report to the Executive Board through its Chair.
- 8.8** The ETHICS COMMITTEE shall assist Members in maintaining the ethical standards outlined in the Association's Statement of Ethics. To that end it shall:

- a) Provide consultation to Members on the interpretation of the Statement of Ethics;
- b) Inquire into ethical disputes brought to the committee's attention by Members and assess whether contravention of the Statement of Ethics has occurred;
- c) Develop recommendations to avoid similar ethical disputes in the future;
- d) Deal with ethical disputes in a timely manner;
- e) Hold information pertaining to ethical disputes in confidence; and
- f) Report to the Executive Board through its Chair.

8.9 The GRIEVANCE COMMITTEE shall:

- a) Aid Members concerning grievance procedures with the Employer;
- b) Review individual grievance cases with respect to possible legal implications and/or actions;
- c) Recommend to the Executive Board possible inclusion of a lawyer's professional services relating to a specific grievance;
- d) Conduct research and analysis into matters concerning contract language and potential grievances; and
- e) Report to the President through its Chair.

8.10 The BYLAWS COMMITTEE is responsible for ensuring that the Constitution and Bylaws of the Association currently reflect its needs and procedures. To that end it shall:

- a) Review the existing Constitution and Bylaws to ensure that they are in keeping with the Executive Board's policies;
- b) Publish proposed changes in accordance with the Extraordinary Resolution bylaw;
- c) After ratification, retain the approved Constitution and Bylaws in the Association office;
- d) Report to the Executive Board through its Chair; and
- e) Comprise the Secretary (Chair), President, and Office Manager (non-voting).

8.11 The FINANCE COMMITTEE shall:

- a) Conduct a review by two non-office holding members appointed by the Executive Board;
- b) Report to Members in the form of written financial statements with a reviewed statement presented at the Fall General Meeting;
- c) Prepare quarterly financial statements to present to the Executive Board;
- d) Consult with the President regarding long-term investments (reserves);
- e) Report to the Executive Board through its Chair; and

- f) Comprise the Vice President/Treasurer (Chair), President, Secretary, and the Office Manager (non-voting).

8.12 The PERSONNEL COMMITTEE shall:

- a) Evaluate the employee(s)' performance in accordance with the contract of employment;
- b) Appoint a mediator or arbitrator for any formal grievances between the employer and employee(s);
- c) Facilitate hiring or dismissing of employee(s);
- d) Have the opportunity to establish terms of employment, but must consult with the employee prior to alteration of the contract;
- e) Report to the Executive Board through its Chair; and
- f) Comprise the Vice President/Treasurer (Chair), President, and Secretary.

ARTICLE 9 GENERAL MEETINGS AND VOTING

- 9.1** Robert's Rules of Order will be the model for the conduct and procedure in all meetings of the Association.
- 9.2** The Membership shall be the final authority for the Association. Generally, voting will only be conducted on motions made at General Meetings but electronic voting may take place in certain circumstances. .
- 9.3** A regularly scheduled General Meeting of the Association shall be held during the first six weeks of the fall and winter semesters. The time and place of the meetings shall be made known to the Membership not less than 6 working days in advance. General Meetings may be held online or in hybrid format in extenuating circumstances.
- 9.4** Reviewed financial statements shall be presented to Members at the Fall General Meeting.
- 9.5** If the Executive Board determines it necessary to hold additional General Meetings, they may be called by the President or Secretary.
- 9.6** A General Meeting shall be called by the President or Secretary upon receipt of a petition signed by one-quarter (25%) of Members, excluding members of the Executive Board, setting forth the reasons for calling such a meeting.
- 9.7** Written notice of such a meeting, including the reasons for calling the meeting shall be given to each Member not less than two working days prior to the meeting.
- 9.8** Members may place items on the agenda provided they are given to the President or Secretary in writing at least two days prior to the meeting.

- 9.9** Quorum at General Meetings shall be 20% of the Members, excluding those on leave or unassisted leave. Only members present (in-person, or virtually in the case of online/hybrid meetings) will count towards quorum.
- 9.10** One-half (50%) of the Members, excluding those on leave or unassisted leave, shall constitute a quorum in respect to matters relating to changes in the Collective Agreement.
- 9.11** If a quorum is not present, the Executive Board shall select a meeting date within 2 weeks and those Members present shall constitute a quorum.
- 9.12** Voting on any motion shall be by “show of hands” (physical, or virtual in the case of online or hybrid meetings), email, or other electronic voting method unless a previous motion stipulates otherwise.
- 9.13** Where votes are accepted in advance (e.g., by email or other electronic method),
- a)** Voting shall be restricted to agenda items sent to the membership a minimum of 2 days prior to the meeting.
 - b)** Voting shall remain open from the time the agenda items are sent until four hours prior to the meeting unless otherwise communicated.
 - c)** Where votes are received by email, only votes originating from addresses in AUFAFA's registry shall be accepted.
 - d)** Proxy votes are not allowed.
 - e)** Votes submitted in advance will only be counted after the Chair has put the motion to a vote at a meeting where quorum is present, the motion has been made, seconded, stated, and the opportunity has been given for debate.
 - f)** If quorum is not present at a meeting, votes submitted in advance may be retained for the subsequent meeting described in Article 9.11.
 - g)** Votes submitted in advance will be declared null if the motion is not put to a vote, or if it is amended prior to being put to a vote at a meeting where quorum is present.
 - h)** All emails containing votes will be permanently deleted and/or destroyed once anonymously recorded or declared null.
- 9.14** For motions requiring more than 20% of the membership to vote (Extraordinary Resolutions and matters pertaining to the Collective Agreement), the deadline for the submission of electronic ballots may be extended past the meeting date as the Executive Board sees fit.
- 9.15** A motion shall be declared carried when approved by a simple majority of voting Members.

9.16 The Executive Board may appoint a parliamentarian to assist in the conduct of General Meetings.

9.17 Elections will be conducted by the Chief Returning Officer (Communications Officer) and/or their delegate(s). The Chief Returning Officer will be non-voting except in the case of a tie.

ARTICLE 10 ANNUAL GENERAL MEETINGS

10.1 The Annual General Meeting shall be held within 10 working days of the last scheduled day of classes in the winter semester prior to the end of Sessional faculty contracts. Annual General Meetings shall normally be in-person but may be online or hybrid in exceptional circumstances.

10.2 Year-end Executive and Committee reports shall be presented to Members.

10.3 Reviewed financial statements shall be presented to Members and approved at the next fall General Meeting.

10.4 Officers shall be elected. Upon election, they will assume their respective offices with the following exceptions:

- a) The President Elect, who shall assume responsibilities on July 1;
- b) The Chair of the Negotiating Committee whose term of appointment will follow the negotiating schedule;
- c) The General Faculties Council Representative whose term will conform to the General Faculties Council Bylaws; and
- d) The Board of Governors' Representative whose term will conform to the *Post-Secondary Learning Act*.

10.5 A meeting of the past Executive Board and the newly elected Executive Board shall be held within two weeks of the Annual General Meeting.

10.6 The AUAFA Office Manager will provide newly elected members all relevant documentation relating to their positions.

ARTICLE 11 ELECTION OF OFFICERS

11.1 General Elections shall be held at the Annual General Meeting and Officers of the Association shall be elected according to the schedule in Article 5.

11.2 By-elections will be held at a General Meeting if a position on the Executive Board is vacant two weeks prior to the meeting, or if a position is being filled in an interim capacity by a Member who has been appointed to the position. By-elections will also be held at the Annual General Meeting for positions not scheduled for general election, should they be vacant or occupied by an appointed (vs. elected) Member.

- 11.3** Elections will include in-person and online voting.
- 11.4** Voting shall be by secret ballot and online under the supervision of the Communications Officer.
- 11.5** The Communications Officer shall be the arbitrator in any disputes concerning elections.
- 11.6** The election of Officers shall take place in the following order:
- a) President
 - b) Vice President/Treasurer
 - c) Secretary
 - d) Negotiations Advisory Committee Chair
 - e) AUAFA Representative to the Faculty Professional Affairs Committee
 - f) Grievance Advisor
 - g) Communications Officer
 - h) AUAFA Representative to the Board of Governors
 - i) AUAFA Representative to the General Faculties Council
 - j) AUAFA Sessional Representative
- 11.7** Nominations will be received either from the Membership in advance of the meeting or from the floor of the meeting. Nominees must be present at the meeting or have provided written consent.
- 11.8** A candidate shall be declared elected when they have received a simple majority of the legal ballots cast by Members present.
- 11.9** Where no candidate has received a simple majority of the ballots cast, the name of the candidate receiving the least number of votes shall be removed and voting shall continue until the required simple majority is reached.
- 11.10** Candidates shall be entitled to appoint scrutineers for the period of balloting and counting.
- 11.11** The Communications Officer shall be non-voting except in the case of a tie. A ballot signed by the Communications Officer constitutes a legal ballot.
- 11.12** Should an election result in a vacant position not being filled, the Executive Board may appoint a member or leave the position vacant until the next feasible regularly scheduled General Meeting.

ARTICLE 12 EXTRAORDINARY RESOLUTION

- 12.1** For an Extraordinary Resolution to be passed, 50% of the Membership must vote and of that, there must be a simple majority of 50% plus one vote.

- 12.2** Notice of the Extraordinary Resolution must be given at least one week prior to the vote.
- 12.3** Amendments to the Constitution and Bylaws shall be conducted as follows:
- a) The Constitution and Bylaws may not be rescinded or amended, except by Extraordinary Resolution.
 - b) Members may give written notice of Extraordinary Resolution to amend the Constitution and Bylaws to the Secretary.
 - c) Amendments to an Extraordinary Resolution concerning the Constitution and Bylaws must be given in writing to the Secretary at least 2 weeks prior to the vote.
 - d) Copies of the proposed amendment to the Extraordinary Resolution concerning the Constitution and Bylaws must be given to the Membership at least 1 week prior to the vote.
- 12.4** Removal of officers shall be conducted as follows:
- a) Removal of members of the Executive Board, with the exception of the Chief Negotiator or any member elected or appointed to an Association committee, may only be removed from office by an Extraordinary Resolution.
 - b) An Extraordinary Resolution to remove an officer must be initiated by way of a Notice of Petition delivered to the Secretary and signed by not less than 20% of the Membership.
 - c) A Notice of Extraordinary Resolution to remove an officer shall be given within one week of receipt of the Notice of Petition.
 - d) Ratification of the Extraordinary Resolution will occur no later than two weeks after notice is given. Ratification follows the procedure outlined in 12.1.

ARTICLE 13 BORROWING POWERS

- 13.1** For the purposes of carrying out its objectives, the Association may borrow or raise or secure the payment of money in such a manner as it thinks fit, and in particular by the issue of debentures.
- 13.2** The powers of the Association under Article 13.1 shall only be exercised by a three quarters (75%) majority of voting Members, provided that notice is given to the Membership at least 10 days prior to the vote and provided that such a notice contains particulars of the proposed action.

ARTICLE 14 WIND-UP OF THE ASSOCIATION

- 14.1** In the event of the dissolution or wind-up of the Association, all assets shall be assigned to a successor organization of academic staff at the University. In the event that a successor organization is not in existence at the time of

dissolution or wind-up, the assets shall be transferred to a person or corporation designated by the Executive Board as trustee. The trustee shall pay all liabilities and hold all remaining assets on terms and conditions established by the Executive Board pending the establishment of a successor organization. Should no successor organization be established within 2 years of dissolution or wind-up of the Association, assets of the Association shall be returned to the Membership, as at the date of dissolution or wind-up, on a pro-rata basis.