

# **CONSTITUTION AND BYLAWS OF THE FACULTY ASSOCIATION OF THE UNIVERSITY OF WINDSOR**

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## **ARTICLE I**

### **NAME**

- I.1 The name of this Association is the Faculty Association of the University of Windsor herein after referred to as the Association.

## **ARTICLE II**

### **AFFILIATION**

- II.1 The Association is an affiliate of the Canadian Association of University Teachers and the Ontario Confederation of University Faculty Associations, without prejudice to any future disaffiliation. The Association is a member of the CAUT Defence Fund.

## **ARTICLE III**

### **AIMS**

- III.1 The aims of the Association shall be:

- (a) to assert the integrity of the academic profession by fostering high standards of excellence in teaching and scholarship;
- (b) to defend academic freedom including but not limited to: independence of thought, of teaching, and of research, creative activity and the relevant provisions of the Collective Agreement;
- (c) to uphold the guidelines and the policy statements of the CAUT and to work with the Canadian Association of University Teachers towards the achievement of our common aims, as well as with other national or international associations of university professors, lecturers, and research workers, or any other organizations having similar aims;
- (d) to promote, foster and advance the interests and welfare of the faculty, professional librarians, sessionals and ancillary academic staff of the University of Windsor and to preserve and perpetuate the Association and traditions of the said University as a community of scholars through its faculty;
- (e) to promote, support, and protect the status and interests of the University as a community of scholars and the general well-being and welfare of the faculty, professional librarians, sessionals and ancillary academic staff thereof; including the regulation of employment relations between the Board of Governors and the faculty of the University of Windsor, and to this end to negotiate a Collective Agreement;

- (f) to bring into common association the faculty, professional librarians, sessionals and ancillary academic staff of the University of Windsor and thereby to promote the bonds of friendship, good fellowship, and mutual understanding;
- (g) to provide a forum for the full and free discussion of all matters affecting the interests of the University of Windsor and its faculty, professional librarians, sessionals and ancillary academic staff;
- (h) to collect monies by way of donations, dues or otherwise, and to hold and expend the same in furtherance of the objects of the Association;
- (i) to accept donations, gifts, legacies and bequests for use in promoting the aims and carrying on the work of the Association and
- (j) to take political action, where necessary, in defense of the above stated aims and in support of these principles.
- (k) to ensure that the conduct of its members in relation to the office staff are respectful of providing a workplace that is free of harassment and violence, in compliance with the *Ontario Human Rights Code* and all other employment related legislation that applies to its workplace.

## ARTICLE IV

## DEFINITIONS

- IV.1 **A**     Member(s)/Membership  
when used in this Constitution means all persons referred to under Article V.1 of this Constitution. A sessional employed for one or more semesters shall be a member of the Faculty Association from September 1 to August 31 of the year in which s/he is employed.
- IV.2 **B**     Associate (retired) Members  
are all persons retired from this University who were members of the Faculty Association.
- IV.3 **C**     Honorary Members  
are other persons who the Association may wish to admit in accordance with Article V. 3 of this Constitution.
- IV.4 **D**     Pensioners  
are retired faculty, librarians, certain others (sessionals, administration) and surviving spouses.

## ARTICLE V

## MEMBERSHIP

- V.1 **A**             **(Active) Members**  
Membership under Article IV.1 shall be open to all persons engaged in teaching at the University, including professional librarians, sessionals and ancillary

academic staff and excluding persons coming within the definitions set out in Section 1 (3) (b) of the Labour Relations Act, 1995, Chapter 1, Schedule A, which states “*who, in the opinion of the Board, exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations*”, as amended from time to time.

**B Associate (retired) Members**

V.2 Associate membership is extended automatically to all persons retired from the University who were members of the Faculty Association.

The Faculty Association of the University of Windsor recognizes the University of Windsor Retirees’ Association (WURA) as the organized voice of retired faculty, librarians, certain others (sessionals, administration), and surviving spouses.

**C Honorary members**

V.3 Honorary membership shall be open to others whom the Association might wish to admit upon the recommendation of the Executive Committee and/or Council, but again excluding persons coming within the definitions set out in Section 1, (3) (b) of the Labour Relations Act, 1995, Chapter 1, Schedule A, which states “*who, in the opinion of the Board, exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations*”, as amended from time to time, but shall not, in any event, have voting rights as set out in this Constitution.

**ARTICLE VI**

**VOTING**

VI.1 Either Council or Executive has the authority to determine whether a concern or matter before the Association is of sufficient importance that it should be decided by the membership by mail or **electronic** ballot.

VI.2 Matters submitted to the membership by means of a mail or electronic ballot shall be decided by a simple majority of those members voting, subject to Article XVI.2.

VI.3 Decisions made by mail or electronic ballot shall be final.

**ARTICLE VII**

**COUNCIL**

VII.1 (a) Council shall have representation from all Faculties, Libraries or approved Units in which the Association members are employed.

Arts & Social Science  
Business Administration  
Education  
Engineering  
Human Kinetics  
Law

Library  
 Nursing  
 Science  
 Sessionals (approved unit)  
 Ancillary Academic Staff (approved unit)  
 Associate Member  
 (plus up to six members-at-large from the Executive who are not already from the Council elect)

- (b) The Associate member on Council is in addition to the Associate member on the Executive Committee (who is automatically a member of Council).
- (c) Associate members, even when entitled to vote, shall not count towards a quorum and shall not be included in calculating the quorum requirement for Council.

VII.2 Each Faculty, Library or approved Unit shall elect one Council representative for each twenty-five, or part thereof, members in each Faculty, Library or approved Unit in accordance with Bylaw 7.

VII.3 The President of the Association shall be the Chairperson of Council. In his/her absence or upon vacating the Chair, the Vice-President, Grievance shall assume the Chair. In the event the Vice-President, Grievance is not present at the meeting, the Officer of the Association next in line shall preside (the Vice-President, Internal, Vice-President, External).

## **ARTICLE VIII PERMANENT COMMITTEES/TEAMS**

VIII.1 VIII.1 At least one-half of the membership of the Association's Permanent Committees/Teams shall constitute a quorum for meetings of those Committees/Teams with the exception of VIII.2 (m).

In so far as possible, balanced representation is required in the composition of all Committees provided for in this Constitution, including Aboriginal peoples, persons with disabilities, women, and visible minorities.

VIII.2 The following shall be Permanent Committees/Teams:

- (a) Executive Committee
- (b) Grievance Committee
- (c) Nominating Committee
- (d) Negotiating Committee
- (e) Negotiating Team
- (f) Contract Committee
- (g) Special Action Committee
- (h) Retirement and Benefits Committee
- (i) Sessional Committee
- (j) Status of Women, Diversity and Equity Action Committee
- (k) AAS Committee
- (l) Occupational Health and Safety Committee
- (m) Racial Justice Committee

**A Executive Committee**

- VIII.3 (a) The Executive Committee of the Association shall normally consist of the following Officers:  
President  
Vice-President, Grievance  
Vice-President, Internal  
Vice-President, External  
Vice-President, Status of Women, Diversity and Equity  
Secretary-Treasurer  
Chair of the Contract Committee  
Communications Director  
Sessional Director (must be a sessional member)  
Director-at-Large  
An Associate member  
The Past President (ex-officio and voting)
- (b) The members of the Executive Committee shall be the Chief Officers of the Association and shall have a seat on Council.
- (c) All members of the Executive Committee, except the Past President of the Association, shall be elected bi-annually in accordance with Bylaw 8 A, with no more than three consecutive renewals in the same executive office, equaling six years maximum in the same position. Renewals of executive office under Bylaw 8 A shall apply only to executive office commencing subsequent to the ratification Bylaw. In the event that the Past President is unable to serve on the Executive Committee, an additional Director shall be elected by and from the Council.
- (d) The Executive shall act on behalf of the Association, subject to the direction of the Council and the general membership. The main function of the Executive Committee is to implement the general policies of the Association and to act as liaison between the Association and other persons/organizations as required.

**B Grievance Committee**

- VIII.4 (a) The Grievance Committee shall consist of
- (i) the Vice-president, Grievance, as Chairperson having a two year term, elected in accordance with Bylaw 8 A;
  - (iii) four other members, each having a two year term, elected in accordance with Bylaw 8 B.
- (b) No more than two members of the Grievance Committee shall simultaneously serve on the Executive Committee.
- (c) A member of the Grievance Committee shall not be eligible to serve as a Grievance Officer.

- (d) The Chairperson of the Grievance Committee shall have full voting privileges in that Committee.

**C Nominating Committee**

VIII.5 (a) The Nominating Committee shall be elected in accordance with Bylaw 8 C. It shall consist of:

- (i) the Vice-President, Internal, Chairperson;
- (iii) the immediate Past President;
- (iii) four Council members representing different Faculties, Libraries and approved Units,

(b) In the year preceding a contract year, the Nominating Committee shall report by March 1 to the Council.

**D Negotiating Committee**

VIII.6 (a) The Negotiating Committee shall consist of:

- (i) Negotiating Team;
- (ii) Contract Committee;
- (iii) President of the Association (ex-officio);
- (iv) Industrial Relations Consultant.

(b) The responsibility for negotiating a Collective Agreement lies with the Negotiating Committee.

**E The Negotiating Team**

VIII.7 (a) The Negotiating Team shall consist of:

- (i) the Chief Negotiator and
- (ii) six members, including one sessional and one librarian member, elected in accordance with Bylaw 8 E.

(b) The Negotiating Team shall collaborate with the Negotiating Committee as a whole.

**F Contract Committee**

VIII.8 The Contract Committee shall consist of:

- (i) one member as Chairperson elected in accordance with Bylaw 8;
- (ii) one Executive member;
- (iii) one Professional Librarian;
- (iv) one sessional member;
- (v) three members-at-large;
- (vi) one Associate member.

- G Special Action Committee**
- VIII.9 (a) The Special Action Committee shall consist of:
- (i) the Vice-President, Internal, as Chairperson;
  - (ii) Communications Director;
  - (iii) one Councillor;
  - (iv) one member from the membership-at-large.
- (b) The Special Action Committee shall be elected at the same time as the Contract Committee.
- (c) The election of the Special Action Committee shall be in accordance with Bylaw 8 G.
- H Retirement and Benefits Committee**
- VIII.10 (a) The Retirement and Benefits Committee shall consist of the following members:
- (i) The Chair, elected annually by and from members of the Retirement and Benefits Committee;
  - (ii) One member appointed, as a liaison, from the Executive Committee;
  - (iii) members of the Association who are appointed annually in the fall by Council;
  - (iv) Three Associate members of WUFA who are appointed annually in the fall by Council on the recommendation of WURA and
  - (v) Association representatives on any committee concerned with pension and retirement benefits established by the Collective Agreement, the Retirement Plan, the Board of Governors, or the Association.
  - (vi) In any event, there shall be no more than three associate members on the Retirement and Benefits Committee.
- I Sessional Committee**
- VIII.11 (a) The Sessional committee shall consist of the following members:
- (i) The Chair, elected annually by and from members of the Sessional Committee;
  - (ii) One member elected as Director in accordance with Bylaw 8, and
  - (iii) Sessional members of the Association, the list of members to be received annually in the fall by Council.

**J Status of Women, Diversity and Equity Action Committee**

VIII.12 (a) The Status of Women, Diversity and Equity Action Committee shall consist of the following members:

- (i) the Chair(s) elected annually by members of the Status of Women, Diversity and Equity Action Committee (SWDEAC);
- (ii) The Vice-President, Status of Women, Diversity and Equity (SWDE), to serve as a liaison between the SWDEAC and the Executive Committee and
- (iii) members of the Association who volunteer and the Administrative Officer, *ex officio*, who involve themselves in the business of the Status of Women, Diversity and Equity Action Committee.

The list of members is to be received annually in the fall by Council.

**K AAS Committee**

VIII.13 (a) The AAS Committee shall consist of the following members:

- (i) The Chair, elected annually by and from members of the AAS Committee;
- (ii) AAS members of the Association. The list of members is to be received annually in the fall by Council.

**L Occupational Health and Safety Committee**

VIII.14 (a) The OHS Committee shall consist of the following members:

- (i) The Chair, elected annually by and from members of the OHS Committee;
- (ii) Members who submit their names for committee membership during a given school year;
- (iii) A representative appointed from the Executive Committee with responsibilities for reporting and liaising on OHS committee activities and decisions.

**M Racial Justice Committee**

VIII.15 (a) The Racial Justice Committee shall consist of the following members:

- i) The Chair who, during the first year the committee is formed, will be elected by and from the members of the Racial Justice Committee. Thereafter, the Chair will be succeeded by the Vice Chair at the beginning of each academic year. The Chair must be Black, Indigenous or a Person of Colour (BIPOC) WUFA member. The Chair will serve as the liaison between the Racial Justice Committee and the WUFA Executive.

- ii) The Vice-Chair who, during the first year the committee is formed, will be elected by and from the members of the Racial Justice Committee. Thereafter, the Vice Chair will be elected annually at the start of the academic year by and from the members of the Racial Justice Committee. The Vice Chair may also serve as a liaison between the Racial Justice Committee and the WUFA Executive Committee. The Vice-Chair should be a BIPOC faculty member.
- iii) Notwithstanding members of WUFA who volunteer, Administrative Staff, and ex officio members who involve themselves in the business of the Racial Justice Committee, at least 66% of the Racial Justice Committee members must be BIPOC. The Committee will require at least 50% of attendees to be BIPOC members to achieve quorum at any scheduled meeting. If 50% of attendees are not BIPOC, the chair will postpone the meeting. Prior to the next scheduled meeting, an email will be sent to Committee members, reminding them about the importance of attendance since the committee's purpose is to support BIPOC members and have their voices heard.

## **ARTICLE IX            GRIEVANCE OFFICERS**

- IX.1 Council shall appoint Grievance Officers in accordance with Bylaw 9, normally at its May and September meetings.
- IX.2 The function and duties of the Grievance Officer shall be in accordance with the *Grievance Officer's Handbook* as approved and amended by Council.
- IX.3 Grievance Officers are authorized by Council to act on behalf of any member of the bargaining unit.

## **ARTICLE X            MEETINGS**

- X.1 Except where explicitly superseded by this Constitution, all meetings of the Faculty Association, including meetings of the Council and its permanent committees, shall be conducted according to Bylaw 10 of this Constitution and *WUFA's Rules of Order* (1987). On any matters not covered by these *Rules of Order*, *Bourinot's Rules of Order* shall apply.
- A            General Meetings**
- X.2 (a) At least two General Meetings of the Association shall be held annually, the Spring Meeting normally to be held during the first five working days of April and the Fall Meeting normally to be held during the five working days of the second week of October.

(b) One-quarter or fifty (whichever is the lesser) of the members of the Association in good standing shall constitute a quorum for General Meetings of the Association.

**B Special General Meetings**

X.3 Special General Meetings are subject to the same provisions as General Meetings, except that they may be called on two working days' notice. (See Bylaw 10.5)

**C Council**

X.4 (a) The President of the Association shall call a meeting of the Council at least once every month during the period September through June. Two working days' notice shall normally be given for any meeting.

(b) One-third of the Council members shall constitute a quorum for Council meetings.

(c) At least one-half of the membership of the Committees of Council shall constitute a quorum for meetings of those Committees.

**ARTICLE XI COLLECTIVE AGREEMENTS**

XI.1 Any Collective Agreements negotiated shall take force only upon ratification in accordance with the relevant provisions of the Ontario Labour Relations Act. All members of the bargaining unit are entitled to vote on the ratification of a Collective Agreement or whether or not to take strike action. Associate members/pensioners have no right to vote in ratification votes.

**ARTICLE XII RETURN TO WORK**

XII.1 In the event of a strike, no return to work shall be agreed to except with the agreement of the majority of the members of the bargaining unit who are present at a meeting at which the back-to-work agreement is considered.

**ARTICLE XIII FINANCES**

XIII.1 The annual dues for all members of the bargaining unit shall be calculated as a percentage of the individual member's gross salary including overload and all other stipends.

XIII.2 The mill rate shall be ratified by the Council and by the General Membership at the Spring General Meeting preceding the fiscal year for which the dues are to be levied.

XIII.3 Any other general assessments approved by a meeting of Council shall be ratified by the membership at the subsequent General Meeting.

## **ARTICLE XIV**

## **DISSOLUTION OF ASSOCIATION**

XIV.1 In the event of the dissolution of the Association, all assets shall be assigned to a successor organization of faculty, professional librarians, sessionals and ancillary academic staff members at the University of Windsor. In the event that a successor organization is not in existence at the time of dissolution, the assets shall be transferred to a person or corporation designated by the Association Council as trustee. The trustee shall pay all liabilities and hold all remaining assets on terms and conditions set by the Association Council pending the establishment of a successor organization. Should no successor organization be established within two years of dissolution of the Association, such assets shall be returned to the membership, active and associate, as at the date of dissolution, pro-rated on the basis of the active or associate members' best five year's average gross salary.

## **ARTICLE XV**

## **INDEMNIFICATION**

XV.1 Save and except in the case of gross negligence or willful misconduct, the Association shall indemnify and save harmless, out of the funds of: the Association, Councilor's, members of the Executive, the Administrative Officer, the Administrative Assistant, and every director or officer of the Faculty Association and other person who has undertaken or is about to undertake any liability on behalf of the Association or any company controlled by it, and their heirs, executors and administrators, and estate and effects respectively, from and against:

- (a) all costs, charges and expenses which a Councilor, member of the Executive, the Administrative Officer, the Administrative Assistant, a director, officer or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against them, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them, in or about the execution of the duties of their office or respect of any such liability;
- (b) all other costs, charges and expenses which a Councilor, member of the Executive, the Administrative Officer, the Administrative Assistant, a director, officer or other person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by wilful neglect or default.

## **ARTICLE XVI**

## **AMENDMENTS**

XVI.1 Issues that affect amendments to the Constitution shall be introduced at the Fall or Spring General Meeting; shortly thereafter, an electronic ballot will be sent for a vote by the membership.

XVI.2 Assent of two-thirds (2/3) of the members of the Association voting will be required for the adoption of any amendments to this Constitution.

**ARTICLE XVII                      BYLAWS**

- XVII.1            The Council shall submit to a General Meeting for approval such Bylaws as it may deem necessary; shortly thereafter, an electronic ballot will be sent for a vote by the membership.
- XVII.2            Notice of proposed amendments to the Bylaws shall be given in the notice of the meeting.
- XVII.3            Bylaws shall require for their adoption, assent of a simple majority of the members of the Association voting.

**ARTICLE XVIII                      CONFLICT OF INTEREST**

- XVIII.1           A conflict of interest may exist when a member of WUFA must decide or vote on an issue before any Committee, Council or membership meeting, and there is a reasonable presumption that the member stands to benefit preferentially as an individual, directly or indirectly, or be harmed financially, or otherwise, as a result of a certain resolution of the issue.

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# **BYLAWS OF THE CONSTITUTION**

## **BYLAW 5 CATEGORIES OF MEMBERSHIP**

### **A Active Members**

5.1 All members shall be entitled to the following rights and benefits:

- (a) members on sabbatical or paid leave shall retain the rights and privileges of Association membership. If members on sabbatical or paid leave wish to receive mail from the Faculty Association at a location other than their university address, they must provide their mailing address to the Administrative Officer each July;
- (b) members who go on long-term disability or take an unpaid leave shall retain the rights and privileges of Association membership. If members on long-term disability or unpaid leave wish to receive mail they must provide their mailing address to the Administrative Officer each July;
- (c) to attend, participate, make motions and resolutions and vote at general meetings;
- (d) to be nominated and/or elected to the standing committees under the Constitution and to be appointed to ad hoc committees as established from time to time by the Council or the Executive Committee;
- (e) to vote on strike action and on ratification of the Collective Agreement;
- (f) to receive communications from the Association;
- (g) to be eligible for membership in any Associations and Clubs that duly recognize individual membership by reason of affiliation with the Faculty Association of the University of Windsor;
- (h) to enjoy such other rights as may be conferred by this Constitution and Bylaws.

### **B Associate (retired) Members**

5.2 Associate membership under Article IV.2 shall be open to all persons retired from the University who were members of the Faculty Association. Associate members shall be entitled to the following rights and benefits:

- (a) the right to be represented on the Faculty Association Retirement and Benefits Committee;
- (b) the right to receive the Faculty Association News; and

- (c) the right to file grievances on grievance matters relating to the University of Windsor Retirement Plan for Faculty and Certain Employees under Article D of the Collective Agreement.
- (d) Associate members shall not have any voting rights except as specifically set out in this Constitution and Bylaws.
- (e) The Council may, on the recommendation of the Executive Committee, appoint Associate members to serve as Grievance Officers for a one-year, renewable term of office.

**C Honorary members**

- 5.3 Honorary members shall be entitled only to the rights and privileges proposed by the Executive or Council and approved by Council in their admission to membership.

Withdrawal from Membership in Association

- 5.4 (a) Members who do not wish to participate in the affairs of the Association may voluntarily waive their membership to the Association by written notice to the President of the Faculty Association. Members shall, however, continue to have union dues deducted under the terms of the Collective Agreement. When members elect to waive their Association membership they will be deemed to have resigned from all elected/appointed Association positions.
- (b) Members may elect to rejoin the Faculty Association at any time by written notification to the Faculty Association.

**BYLAW 6  
ELECTRONIC & MAIL BALLOT VOTING**

- 6.1 Electronic ballots shall be used to conduct votes on:
- (a) elections to Council and the Executive Committee; and
  - (b) resolutions to add, amend or delete portions of the Constitution and Bylaws of the Faculty Association.
- 6.2 Procedures for mail balloting and electronic voting shall be as outlined in the Rules of Order, as amended and approved from time to time by Council. A statement may be included on a ballot that: The views about the motion/amendment expressed herein do not necessarily represent those of the WUFA Executive Committee.

**BYLAW 7**  
**DUTIES/ELECTION TO COUNCIL**

- 7.1 The duties and responsibilities of the Councillors shall be in accordance with this Constitution, and the Councilor's Handbook, as approved and amended by Council.
- 7.2 **Council shall:**
- (a) provide a forum for regular discussion of matters affecting the Association;
  - (b) develop new policies for the Association;
  - (c) ratify reports to be transmitted to the General Meetings;
  - (d) have the right and responsibility to be fully informed of the state of negotiations at any time that a majority of members see fit;
  - (e) have the right to establish and appoint members to ad hoc Association Committees from the general membership;
  - (f) act on behalf of the Association between Membership Meetings; and
  - (g) be accountable to and responsible to the general membership which is sovereign in all the Association's decision-making.
- 7.3 If a position remains unfilled during the initial election or a vacancy occurs after the initial election period on either Council or on one of the permanent Committees cited in Article VIII, the Council shall elect a member to serve out the term. In the case of tie votes in elections, Council shall resolve the issue. If, as a result of elections to Permanent Committees under Article VIII, one gender is not represented, Council shall resolve the issue.
- 7.4 In the event that Council members are unable to attend a Council meeting or are ineligible to participate in a grievance matter before Council, they shall be entitled to send an alternate delegate from their constituency to participate in the discussion and to vote.
- 7.5 A member of Council may be removed from Council for cause. Council may, by a two-thirds majority vote, remove a member, provided written notice of motion is given thirty days in advance of the Council meeting. The notice of motion shall include the reasons for removal and corroborating documentation as appropriate. A Council member, who is the subject of a motion to remove, retains the right to be present and voting at all Council meetings dealing with the Motion. Otherwise, in the event of illness or extenuating circumstances which render a Council member unable to fulfill his or her duties for a brief period of time, but not to exceed three months, Bylaws 7.3 and 7.4 shall apply. The member

appointed under Bylaw 7.3, or the alternate delegate sent under Bylaw 7.4 shall have the same rights as other Council members and shall assume the responsibilities associated with that position under this Bylaw.

- 7.6 The Associate member is to have voice and vote on issues related to pensions and pension benefits, excluding a vote on the entire package of bargaining proposals.

### **Elections**

- 7.7 Councillors shall be elected by electronic ballot vote from the Faculty, the Library, or approved Unit they represent. They shall assume office on the July 1 following their election.

The Associate member is to be elected by all pensioners from all Associate members. WURA shall conduct the mail balloting process for the election of an Associate member to Council.

- 7.8 Where a Faculty, Library or approved Unit is entitled to an even number of Councillors according to Article VII of the Constitution, one-half shall be elected in alternate years. Where a Faculty, Library or approved Unit is entitled to an odd-number of Councillors according to Article VII, a simple majority shall be elected in an even-numbered year and the remainder in an odd-numbered year. Where a Faculty, Library or approved Unit is entitled to only one representative, s/he shall hold office for a one-year term, renewable.

- 7.9 Seven working days shall be allowed between the date of delivery and the deadline for return to the Association Office for all mailed and electronic nomination forms and ballots. A brief profile of the nominee should accompany his/her acceptance to be nominated to the position.

- 7.10 Nominations to Council shall close on the Friday of the first full week of February.

- 7.11 In the event that a second call for nominations to Council is required, nominations shall close by the Friday of the third week of February.

- 7.12 Election to Council shall close on the Friday of the second full week of March.

- 7.13 A list of the Councillors-elect shall be distributed to the membership five working days following their election.

- 7.14 When any of the above dates fall within the spring break, that date and subsequent dates shall each be postponed by five working days.

## **BYLAW 8 ASSOCIATION COMMITTEES**

- 8.1 The Faculty Association shall, where appropriate, make a public call for volunteers to serve on Association Committees. The Executive shall be provided with a list of Association Committees to be filled and the names of members who have volunteered to serve on the Committees, if any. The Executive shall forward the list of volunteers to Council together with its recommendations, if any, for approval.
- 8.2 All members appointed to represent the Association on committees concerned with pension and retirement benefits established by the Collective Agreement, the Retirement Plan, the Board of Governors or the Association are automatically voting members of the Retirement and Benefits Committee.

### **BYLAW 8 A Duties/Election of Executive Committee Duties and Responsibilities**

- 8.1 The Executive and the Collective Bargaining Committees (Negotiating Committee and Contract Committee) are responsible to Council. Council can act on behalf of the Association between General Meetings.
- 8.2 A member of the Executive Committee may be removed from the Executive Committee for cause. Council may, by a two-thirds majority vote, remove a member of the Executive Committee, provided written notice of motion is given thirty days in advance of the Council meeting. The notice of motion shall include the reasons for removal and corroborating documentation as appropriate. An Executive member, who is the subject of a motion to remove, retains the right to be present and voting at all Council meetings dealing with the Motion. Otherwise, in the event of illness or extenuating circumstances which render an Executive member unable to fulfill his or her duties for a brief period of time, but not to exceed three months, the Executive Committee shall be responsible for filling the temporary vacancy. The member appointed shall have the same rights as other Executive members and shall assume the responsibilities associated with that position under this Bylaw.
- 8.3 In the event that an Executive member anticipates his or her absence to be more than three months in length, Council shall elect a member to serve out the term under Bylaw 7.3 of the Constitution.
- 8.4 The Executive Committee should be guided by the following criteria in their selection of members to the Negotiating Team: experience, academic credentials, knowledge of labour relations, of the University and the Ontario scene; financial expertise, negotiating skills and leadership abilities.

- 8.5 A presentation of a slate of candidates for the Negotiating Team shall be made to Council in accordance with Bylaw 8 E.
- 8.6 (a) The President shall preside at meetings of the General Membership, the Council and the Executive Committee. Normally s/he shall be appointed, on behalf of WUFA, as the delegate to the Council of the Canadian Association of University Teachers. S/he shall also exercise such powers as are conferred upon him/her by the Council, or as are necessary to properly conduct the duties of his/her Office.
- (b) The Vice-President, Grievance shall be responsible for supervising and monitoring all matters pertaining to grievances, chair the Grievance Committee and shall, in the absence of the President, fulfill the duties of the President.
- (c) The Vice-President, Internal shall monitor and bring to the attention of the Executive, where appropriate, information which pertains to the Senate and act as a liaison with other internal governing agencies of the University of Windsor which may impinge on the aims of the Association. The Vice-President, Internal shall normally serve as the Faculty Association representative on Senate.
- (d) The Vice-President, External shall monitor and bring to the attention of the Executive, information on developments outside the University of Windsor which may impinge on the aims of the Association. S/he shall normally be appointed, on behalf of WUFA, as the Director to the Board of the Ontario Confederation of University Faculty Associations
- (e) The Vice-President, Women, Diversity and Equity shall be responsible in conjunction with the Status of Women, Diversity and Equity Action Committee for identifying, investigating and recommending action on the issues which affect members. S/he shall sit on the Status of Women, Diversity and Equity Action Committee and serve as the liaison between the Status of Women, Diversity and Equity Action Committee and the Executive.
- (f) The Secretary/Treasurer shall be responsible for supervising the books of account of the Association in which shall be recorded all receipts and disbursements. S/he shall render an account of the financial position of the Association whenever required by Council and shall present a duly audited financial report at each Fall General Meeting. S/he shall also prepare and present to Council, and subsequently to the membership at the Spring General Meeting, a budget for the following July 1 to June 30 fiscal year. The Treasurer, together with two other members appointed by the Executive (the Investment Committee), shall follow the policy as approved by Council, and, where appropriate, recommend investments to the Executive Committee.
- (g) The Chairperson of the Contract Committee shall be responsible for ensuring the duties of the Contract Committee are carried out in accordance with the terms of reference outlined in Bylaw 8 F. S/he shall normally serve as the representative on the OCUFA Collective Bargaining Committee.

(h) The three Directors on the Executive are the Communications Director, the Sessional Director, and the Director-at-Large.

(i) The Communications Director shall be responsible for monitoring and managing the communications platforms of the Association to facilitate communication with the membership, including the Newsletter and social media accounts, serving on the Special Action Committee as defined in Article G of the Constitution, and assisting and advising the President on external communications of the Association to the media and wider public.

(ii) The Sessional Director shall be responsible for participating in meetings of the Sessional Committee as defined in Article I of the Constitution, serving as liaison between the Executive and the Sessional Committee, and monitoring and reporting on trends and issues affecting and related to sessional members of the Association.

(iii) The Director-at-Large shall be responsible for holding a Portfolio covering one or more activities of the Association, as defined by Council and assigned by the Executive Committee.

(i) The Executive shall include one Associate member who is automatically a member of Council. The Associate member is to have voice and vote on issues related to pensions and pension benefits, excluding a vote on the entire package of bargaining proposals.

## **Elections**

8.7 Members of the Executive shall be elected bi-annually in accordance with the procedures set out in this Bylaw, with no more than two consecutive full terms in the same executive office, equaling four years maximum in the same position. At least five Executive members shall be elected from the Council-elect; the remaining seats may be from Council-elect or the membership-at-large. The Associate member is to be elected by all pensioners from all Associate members. WURA shall conduct the mail balloting process for the election of the representative of retirees to the Executive Committee. The Executive Committee shall assume office on the July 1 following the Spring General Meeting.

8.8 A written call for nominations shall be made prior to the Spring General Meeting. Seven working days shall be allowed between the date of delivery and the deadline for return to the Association Office for all mailed and electronic nomination forms.

8.9 A list of nominees to the Executive Committee shall be circulated to the Association members prior to the Spring General Meeting. A brief profile of the nominee should accompany his/her acceptance to be nominated to the position.

- 8.10 Additional nominations may be made from the floor at the Spring General Meeting. Acceptance by the member to be nominated to the Executive Committee must be secured by the nominee, prior to, or concurrent with making such nomination.
- 8.11 An electronic ballot vote shall be conducted, if applicable, following the Spring General Meeting. Five working days shall be allowed for the return of ballots.
- 8.12 Two members of the Association shall be selected by the Administrative Officer and ratified by Council to count the ballots.
- 8.13 In the event that there are more than two candidates for any position other than that of Director or more than four candidates for the position of Director, the ballot for any such position shall be in preferential form.
- 8.14 To be elected, the candidate receiving the most votes must have more than fifty percent (50%) of the ballots being counted.
- 8.15 Where a ballot is in preferential form, the members shall vote by marking their most preferred candidate with the number 1 and by marking as many other candidates as they wish in order of preference by the numbers 2, 3, etc. Nonetheless, a ballot marked with an "X" or other mark clearly indicating the most preferred candidate or a ballot for Directors with no more than three such marks shall be counted for the candidates indicated by such marks, with equal weights assigned to each of the candidates indicated, such that each gets an equal share of the same total weight.
- 8.16 Preferential ballots shall be counted and recounted as may be necessary until a candidate, or three candidates in the case of Directors, can be declared elected. Each ballot shall first be counted as a vote for the most preferred candidate, or the three most preferred candidates in the case of Directors. Following each count, the candidate receiving the least votes shall be eliminated and the ballot for the candidate shall be recounted as votes for the next preferred candidate who has not been eliminated. When a ballot only shows preferences for candidates who have been eliminated, that ballot shall no longer be counted.
- 8.17 In the event that the same person runs for more than one position and is elected, the order of precedence among positions shall be as outlined in Article VIII.3 (a) of the Constitution. A person elected to the position higher in precedence is ineligible for positions which are lower in precedence.
- 8.18 In the event that the total number of candidates from the membership at large is more than five, the order of precedence among positions shall be that listed in Article VIII.3 (a) of the Constitution. If five positions which are higher in precedence are filled by such candidates, any such candidates are ineligible for positions which are lower in precedence.

- 8.19 In the event that a position is unfilled following an electronic ballot because of the application of Bylaw 8.17 and 8.18, a further written call for nominations for the position and a further electronic ballot, if necessary, shall be conducted.
- 8.20 In the event that a position(s) on the Executive Committee remains open, Council shall appoint a member to fill the vacancy either from the membership-at-large or from Council, as appropriate.

## **BYLAW 8 B**

### **Election/Duties of the Grievance Committee**

- 8.21 At least two members shall be nominated from the general membership by the Council elected in an even-numbered year. At least two other members shall be nominated from the general membership by the Council elected in an odd-numbered year.
- 8.22 The membership shall elect members to the Grievance Committee at the Fall General Meeting from among the nominees presented by Council. The Committee member's term of office begins immediately following the Fall General Meeting at which s/he was elected.
- (a) The Grievance Committee shall review all formal grievances submitted in writing to the Faculty Association and determine the action to be taken to resolve the grievance within the Collective Agreement.
  - (b) The Grievance Committee may initiate the action it deems necessary except that
    - (i) recommendations of the Grievance Committee with respect to grievances deemed to be policy grievances shall be referred to the Council for its approval before proceeding;
    - (iii) all recommendations to go to arbitration must be approved by the Executive Committee. Should the Executive decide not to approve the recommendation, either the Grievance Committee or the grievor may appeal to Council.
  - (c) Appeals
    - (i) to Executive Committee  
Should the Grievance Committee decide against taking action on a particular complaint that has been informally discussed at Step One of the Grievance Procedure or a grievance filed under the Collective Agreement, the complainant/grievor may appeal to the Executive Committee by notifying the Association within seven working days of receiving the decision. The Vice-President, Grievance, or his/her delegate, shall explain the decision of the Grievance Committee to the Executive Committee. The complainant/grievor may make an oral and/or a written presentation to the

Executive Committee. At the discretion of the complainant/grievor, he/she may be accompanied by an advocate during an oral presentation. The advocate shall be a member of the Association and shall enjoy all rights accorded to the complainant/grievor during the presentation. Prior to the presentation, the complainant/grievor, or his/her advocate, shall be privy to all documents that were available to the Grievance Committee when they rendered their decision on the complaint/grievance. Both the Vice-President, Grievance, or his/her delegate, and the complainant/grievor, and his/her advocate, shall be present to respond to all questions raised. The complainant/grievor, and his/her advocate, the Vice-President, Grievance, or his/her delegate, and any members who took part in either the discussion or the voting on the matter at the Grievance Committee shall then withdraw from the room. The Executive shall continue its discussion and vote on the appeal by secret ballot. Members of the Grievance Committee who are on the Executive may participate in the discussion and may vote only if they did not take part in either the discussion or the vote on the matter at the Grievance Committee.

(ii) to Council

Should the Executive Committee decide not to proceed with the complaint or grievance under 8.22(b)(ii) or 8.22(c)(i), the complainant/grievor or the Grievance Committee may appeal to Council by notifying the Association within seven working days of receiving the decision. The Vice-President, Grievance, or his/her delegate, shall explain the decision of the Grievance and Executive Committees to Council. The complainant/grievor may make an oral and/or written presentation to Council. At the discretion of the complainant/grievor, he/she may be accompanied by an advocate during an oral presentation. The advocate shall be a member of the Association and shall enjoy all rights accorded to the complainant/grievor during the presentation. Prior to the presentation, the complainant/grievor, or his/her advocate, shall be privy to all Association documents that relate to the complaint/grievance. Both the Vice-President, Grievance, or his/her delegate, and the complainant/grievor, and his/her advocate, shall be present to respond to all questions raised. The complainant/grievor, and his/her advocate, the Vice-President, Grievance, or his/her delegate, and any members who took part in either the discussion or voting concerning the matter at either the Executive or Grievance Committee shall then withdraw from the room. The Council shall continue its discussion and vote on the appeal by secret ballot. Members of the Grievance Committee or the Executive may participate in Council's discussion and vote on an appeal of a decision taken at the Executive or Grievance Committees only if they did not take part in either the discussion or the vote on the matter at the Executive or Grievance Committees. For purposes of voting on the appeal, the quorum of Council members shall be taken from those members eligible to vote on this matter ((the full membership of Council = 39 minus the number of members of the Executive Committee = 12) divided by three). The minimum number will therefore fluctuate around nine depending on the size of Council.

## **BYLAW 8 C**

### **Election/Duties of Nominating Committee**

- 8.23 The Councillors to serve on the Nominating Committee shall be elected from and by Council by February 1 on an annual basis prior to the Spring General Meeting. The Committee takes office immediately upon its election.
- 8.24 The Nominating Committee shall be responsible for receiving nominations and developing a list of nominees for consideration and approval by Council for each of the Permanent Committees/Teams listed in Article VIII.2, (a-b) and (d-l). In developing a list of nominees, the Committees should recognize the principle of equity as set forth in Article VIII.1.

## **BYLAW 8 D**

### **Mandate of Negotiating Committee**

- 8.25 The Negotiating Committee shall:
- (i) be responsible for negotiating strategies
  - (ii) report to the Executive and Council
  - (iii) be accountable to Council and Membership

## **BYLAW 8 E**

### **Election/Duties of Negotiating Team**

- 8.26 Following July 1, the Executive Committee shall publicly request names for consideration to the Negotiating Team. Names can be received by:
- (i) nomination
  - (ii) volunteer
  - (iii) recommendation
  - (iv) recruitment
- 8.27 The Executive shall present to Council:
- (a) the number of names; and
  - (b) a slate with at least two more names than required for membership on the Negotiating Team. A brief profile indicating the nominee's abilities, as set forth in Bylaw 8.4, should accompany his/her acceptance to be nominated to the position.
- 8.28 The vote by Council shall be by secret ballot.
- 8.29 The Negotiating Team shall, in its collective bargaining deliberations, refer to the Report of the Committee on guidelines for negotiations (Council, April 14, 1997) and the Report of the Committee on Recommendations on Negotiations (February 22, 1999).

- 8.30 The Negotiating Team shall communicate and consult with, and provide regular confidential updates about progress on negotiations with the Negotiating Committee as a whole. The Retirement and Benefits Committee is invited to be available for consultation during bargaining on issues concerning pensions and pension benefits.

## **BYLAW 8 F**

### **Election/Duties of Contract Committee**

- 8.31 The Nominating Committee shall publicly request names for consideration to the Contract Committee except for the Contract Chairperson who shall be elected by the membership. Names can be received by:
- (i) nomination
  - (ii) volunteer
  - (iii) recommendation
  - (iv) recruitment
- 8.32 The Nominating Committee shall present to Council:
- (a) the number of applicants considered;
  - (b) a slate with at least two more names than the positions available, excluding the position of Associate member.
- 8.33 Council shall elect the members to the Contract Committee by secret ballot, except that the Associate member shall be elected by all pensioners from all Associate members. WURA shall conduct the mail balloting process for the election of the Associate member to the Contract Committee.
- 8.34 In contract years the Contract Committee shall:
- (a) poll the membership of the Association as to their concerns relating to the Collective Agreement;
  - (b) develop a contract proposal to be presented to the Executive, Council and the Membership of the Association; the appropriate members shall have access to the Contract Committee's proposals two weeks in advance of discussing the proposals at the meeting(s) under section 8.36;
  - (c) provide data for the Negotiating Team;
  - (d) function as a component of the Negotiating Committee for the Negotiating Team.
- 8.35 The Associate member is to have voice and vote on issues related to pensions and pension benefits, excluding a vote on the entire package of bargaining proposals.
- 8.36 Amendments to Contract Proposals
- (a) Executive members shall submit amendments to the Contract Committee's proposals, on the Proposal Form, one week in advance of the Executive meeting.
  - (b) Council members shall submit amendments to the Contract Committee's proposals, on the Proposal Form, one week in advance of the Council meeting.

(c) The membership-at-large shall submit amendments to the Contract Committee's proposals, on the Proposal Form, one week in advance of the Special General Meeting.

**BYLAW 8    G**  
**Election/Duties of Special Action Committee**

- 8.37 Procedures for election of members to the Special Action Committee are as outlined in the election of members to the Contract Committee, Bylaw 8 F, *mutatis mutandis*. The Chairperson of the Special Action Committee shall be the Association's Vice-President, Internal. In the event that a member of the Special Action Committee is elected to the Negotiating Team, Council shall elect a replacement.
- 8.38 In the event the Special Action Committee is not convened prior to July 1 of the following year, Executive and Council member(s) shall be replaced when either or both no longer sit on the Executive or Council.
- 8.39 The Special Action Committee shall:
- (a) plan strategy with respect to Association actions from the beginning of negotiations;
  - (b) co-ordinate activities;
  - (c) establish internal and external communications systems;
  - (d) organize action;
  - (e) report and make recommendations to the Executive Committee.

**BYLAW 8    H**  
**Duties of Retirement and Benefits Committee**

- 8.40 The Retirement and Benefits Committee shall address issues relating to:
- (a) the University of Windsor Retirement Plan for Faculty and Certain Employees;
  - (b) benefits for members under the Collective Agreement;
  - (c) providing advice and/or recommendation to the Contract Committee, the Executive Committee and/or Council.
- 8.41 The Retirement and Benefits Committee has the responsibility for coordinating the work of the Association Committees concerned with pension and retirement benefits and shall report annually to the membership regarding these activities.

## **BYLAW 8 I**

### **Mandate of Sessional Committee**

8.42

The mandate of the Sessional Committee shall be:

- (a) to investigate the ways and means by which sessional members have been or may be treated unfairly in the University community and the implications of such unfair treatment for sessional members;
- (b) to survey sessional members regarding the special needs, concerns, and problems of sessionals;
- (c) to monitor the activities of the University community with respect to contract compliance, policies, etc., that concern sessionals;
- (d) to make representations and/or recommendations to the Contract Committee, Grievance Committee, and other Committees of the Association on behalf of sessional members; and
- (e) to work with other unions and Associations, as appropriate, to advance the concern of sessional members.

## **BYLAW 8 J**

### **Mandate of Status of Women, Diversity and Equity Action Committee**

8.43

The mandate of the Committee shall be:

- (a) to advocate for the fair treatment of all members of the University community, building and expanding upon the work of WUFA's previous Status of Women Committee and its advocates who worked for decades on behalf of women members to secure fair and equitable hiring and promotion practices within this institution;
- (b) to communicate with, consult, and represent women and members of other equity seeking groups and to provide a forum for discussion;
- (c) to work towards the eradication of sources of inequity and systems that discriminate against women and other equity seeking members;
- (d) to engender a culture of inclusiveness which promotes respect, understanding, fairness and an appreciation of fundamental human rights within the entire University of Windsor academic community;
- (e) to inform and empower female members and other equity seeking groups to exercise their rights, including those under the law as well as mechanisms set out in the Collective Agreement, to better their lives at work;
- (f) to continue to work to improve systems and structures within the administration of the University and the Faculty Association so as to

support measures to ensure equity, fairness, and justice in decision making for women and other equity-seeking members;

- (g) to hold leaders of the University of Windsor and the Faculty Association accountable for improving the systems and structures on campus that promote equity, with a particular focus on, but not limited to, implementing changes recommended by various reports such as the Coulter, Allen and Working Group on Equity Review (WGER) Reports endorsed by WUFA and other bodies;
- (h) to make representations and/or recommendations to the Contract Committee, Grievance Committee, and other Committees of the Association on behalf of members who are women or members of other equity seeking groups;
- (i) to make representations and/or recommendations to the Board of Governors, Senate, or other University committees after written notification to, and/or consultation with the Executive;
- (j) to work actively with student leaders and leaders of other unions on campus to achieve an ethos of equity and a culture of respect and understanding towards diversity on campus; and
- (k) to develop strategies and alliances, both on and off campus, that promote and achieve the goal of a culture of respect and inclusive and equitable participation in the academic community.

**BYLAW 8 K**  
**Mandate of the AAS Committee**

8.44

The mandate of the Committee shall be:

- (a) to work to clarify the roles, duties, and responsibilities of AAS members within the University community;
- (b) to survey AAS members regarding their special needs, concerns, and problems;
- (c) to investigate the ways and means by which AAS members have been or may be treated in the University community and the implications of such treatment;
- (d) to monitor the activities of the University community with respect to contract compliance, policies, etc., that concern AAS members;
- (e) to make representations and/or recommendations to the Contract Committee, Grievance Committee, and other Committees of the Association on behalf of AAS members; and

- (f) to work with other unions and Associations as well as the general membership, as appropriate, to advance the concern of AAS members.

## **BYLAW 8 L**

### **Mandate of the Occupational Health and Safety Committee**

8.45 The mandate of the Committee shall be:

- (a) to assist and support the WUFA Joint Health and Safety Committee representative in fulfilling the responsibilities of representation under the Occupational Health and Safety Act;
- (b) to advise WUFA Executive and Council on matters of University health and safety policy and practices;
- (c) to monitor the activities of the university community with respect to contract compliance, policies and practices that impact on the health and safety of WUFA members;
- (d) to assess educational needs and to provide health and safety education and training for members and health and safety committee members;
- (e) to make representations and recommendations to the contract committee regarding bargaining proposals;
- (f) to make representations and recommendations to the grievance committee regarding health and safety related grievances; and
- (g) to work with other unions and associations to advance the health and safety conditions of WUFA members and other workers.

## **BYLAW 8 M**

### **Mandate of the Racial Justice Committee**

8.46 The mandate of the Committee shall be:

- (a) to ensure racial justice, inclusion, substantive equality, and equity in the workplace and in the Association for Black, Indigenous, and Persons of Colour (BIPOC) WUFA members, regarding teaching, research, librarianship, hiring, administrative services, any other types of work performed by the BIPOC WUFA members, and resources. Its mandate consists of fighting for just and fair treatment, transparency and challenging racism, white privilege, and all forms of oppression on behalf of all BIPOC WUFA members.
- (b) The Racial Justice Committee will make recommendations concerning equity, substantive egalitarianism, and social justice for BIPOC faculty to the WUFA Executive Committee, contract, and grievance, hiring, and

other committees of the Association, within the context of the collective agreement and the collective bargaining process.

**BYLAW 9**  
**APPOINTMENT OF GRIEVANCE OFFICERS**

- 9.1 Grievance Officers shall be appointed by Council for a one-year, renewable term of office.
- 9.2 Council shall review the list of names submitted by the Executive. Council shall endeavour to appoint at least one member for each body as defined in Article VII.1.
- 9.3 A list of Grievance Officers shall be distributed to the membership five working days following their appointment.
- 9.4 A Grievance Officer Workshop shall normally be scheduled during the five working days of the third week of September.

**BYLAW 10**  
**PROCEDURES FOR MEETINGS**

**A General**

- 10.1 In the event that it is necessary to reschedule the Fall General Meeting because of a lack of a quorum under Article X.2 (b), and a quorum is still not reached, Council shall have the authority to conduct all business outlined in the general meeting agenda. A written report from Council to the membership shall be put in a Newsletter upon the conclusion of any such business.
- 10.2 The membership is to be notified of upcoming General Meetings approximately one month in advance of the meeting. For any General Meeting, written notice with an agenda shall be distributed to the members of the Association at least ten days in advance of such meeting. Members wishing to place an item on the agenda for a General Meeting shall provide notice to the Administrative Officer at least twenty-one days in advance of such meeting. The Executive Committee shall be responsible for setting the date and giving notice of the annual Spring and Fall General Meetings. Members who miss the deadline for placing items on the agenda may do so at the General Meeting through a vote of approval by the membership to waive the normal rules of procedure.
- 10.3 Annual reports of the Executive shall be made at the Spring General Meeting and at this time the members of the Association shall have the responsibility of reviewing the previous year's activity and policy and of outlining activity and policy for the coming years.

**B Special General Meetings**

- 10.4 An Agenda and (if applicable) any Notices of Motion shall be included with the Notice of the Special General Meeting. An outline of the issue to be discussed at the meeting as well as details of how the meeting will be conducted shall be

included with the Notice of the Meeting. Only matters which are on the agenda shall be discussed at Special General Meetings.

10.5 Special General Meetings are subject to the same provisions as outlined in Article X for General Meetings, except that they may be called on two working days' notice.

10.6 Special General Meetings  
(a) may be called as deemed advisable by the Executive Committee;  
(b) shall be called by the Executive within ten days of the written request of any twenty members of the Association;  
(c) may be called by Council.

**C Council**

10.7 Special Council meetings shall be convened:  
(a) as deemed advisable by the Executive Committee;  
(b) at the written request of ten members of the Council, within three working days' notice of the receipt of such request.

**BYLAW 11 A**  
**COLLECTIVE AGREEMENT/STRIKE ACTION**

11.1 Procedures for voting on the ratification of a Collective Agreement and/or to take strike action shall be determined by Council upon the recommendation of the Executive Committee. Effective January 1, 1999, future changes to this Bylaw shall not take effect for six months from the date of their passage.

11.2 Revisions to the Collective Agreement, Letters of Understanding or Memoranda of Agreement negotiated during the period of the Collective Agreement which have an effect on terms or conditions of employment or an effect on policy shall be presented by the Executive Committee to Council for approval. Approval shall be by an affirmative vote of a majority of members of the Council who are present and voting at the meeting.

(a) By a one-third (1/3) vote in favour, Council shall direct that such negotiated revisions to the Collective Agreement, Letters of Understanding or Memoranda of Agreement which have an effect on terms or conditions of employment or an effect on policy be submitted to a binding vote by secret ballot by members of the bargaining unit.

(b) Revisions to the Collective Agreement, Letters of Understanding or Memoranda of Agreement negotiated during the period of the Collective Agreement and approved by Council shall be reported to the bargaining unit within two weeks of Council's approval.

**BYLAW 11 B  
PROCEDURES**

**for Ratification Vote and taking Strike Action**

- 11.3 During a strike, Bargaining Unit Meetings shall be called by the President on his/her own initiative or on the request of the Executive or Council
- 11.4 The President shall make every reasonable effort to provide members of the bargaining unit with as much notice of a Ratification or Strike Action Meeting as possible.
- 11.5 Prior to taking a vote to take strike action or to ratify a Collective Agreement, the Executive Committee and Council shall meet independently to consider the issues and to vote on recommendations to the membership. An information meeting open to all members of the bargaining unit, for which no quorum is required, shall then be held. Immediately following this meeting, the members of the bargaining unit shall vote by secret ballot whether to take strike action or to ratify the proposed agreement. A majority of the votes cast shall decide the question.
- 11.6 The Chief Negotiator, or his/her delegate, shall provide the members with the highlights of the proposed Agreement, and the Return to Work protocol in the event of a strike, at a Ratification Meeting. There shall be an opportunity to respond to questions or concerns from the floor. Members of the bargaining unit who are not members of the Association shall have the right to speak.
- 11.7 The Council shall authorize a minimum of two individuals to supervise the voting process and to count the ballots. A master voting list of all members of the bargaining unit shall be prepared for the purposes of recording all votes cast:
- (i) at an advance poll
  - (ii) following the meeting of the members; and
  - (iii) by absentee ballot.
- Members of the bargaining unit may be asked to provide one piece of identification prior to receipt of the secret ballot and their names shall then be crossed off the voting list. Members will cast their votes and place their ballots in the ballot box.
- 11.8 The Council shall determine the times and number of working days the ballot box shall be open before and after the membership meeting.
- 11.9 Advance Poll
- (a) The Executive Committee of the Association shall make available an advance poll to members of the bargaining unit who cannot be at the meeting of the membership to discuss ratification of a Collective Agreement or whether or not to take strike action. Any such advance poll shall not be open more than thirty-six hours before the time called for the meeting.

### Absentee Ballots

- (b) In the event a member wishes to vote and anticipates not being able to attend the meeting or to vote in the advance poll or participate in the post-meeting balloting called to vote on the ratification of a Collective Agreement or to decide on strike action, he/she shall be entitled to vote by absentee ballot subject to the restriction listed in clause (d) below.
- (c) A member wishing to cast his/her vote by absentee ballot shall leave a mailing address with the Association Office and the Association shall notify the member as soon as possible in advance of the date set for the Ratification or Strike Action Meeting through official notice of such Meeting. In the case of a Ratification Meeting, members shall receive a copy of the contract proposals and a ballot form; in the case of a Strike Action Meeting, a summary regarding the proposed strike action and a ballot form shall be made available to members. Ballots shall be marked, place in the envelope provided by the Association and returned to the Faculty Association by the date and time set by the Executive Committee, which shall not be later than the time set for the voting to end.

### Restrictions

- (d) Absentee ballots shall not be permitted where the vote will result in an immediate decision by the Association to begin, continue or terminate a strike.

- 11.10 Minutes shall be recorded and approved at the next regularly scheduled General Meeting, after prior circulation to non-Association members of the bargaining unit for their comment.
- 11.11 Bargaining unit members who are on sabbatical leave will be afforded the option to vote electronically on strike votes and ratification votes.

## **BYLAW 12**

### **PROCEDURES FOR RETURN TO WORK**

- 12.1 On his/her own initiative or on the request of the Executive Committee or Council, the President shall call a meeting to consider the question of returning to work. However, prior to such meeting, the Executive Committee and Council shall meet independently and consider the question and then vote whether or not to recommend that the Association agree to return to work. A majority of the members present shall decide the question.
- 12.2 The President shall make every reasonable effort to provide all members of the bargaining unit with at least twelve hours notice of a Return to Work Meeting.
- 12.3 In advance of such meeting, the Council shall authorize at least two individuals to supervise the voting procedure and to count the ballots. A master voting list of all

members of the bargaining unit shall be prepared for the purpose of recording all who are given ballots.

- 12.4 At the Return to Work Meeting, the President, or the Chief Negotiator or his/her delegate, shall outline the proposed agreement to return to work, inform members of the recommendations from the Executive Committee and Council, and respond to questions or concerns from the floor. All members of the bargaining unit shall have the right to speak. Quorum for the meeting shall consist of one quarter of the membership of the bargaining unit or fifty members, whichever is less.
- 12.5 Following the outline of the proposed agreement and discussion, those present at the meeting shall vote by secret ballot on whether or not to return to work. A majority of the votes cast shall decide the question.
- 12.6 Members of the bargaining unit shall be asked to provide one piece of identification prior to receiving a ballot and their names shall then be crossed off the voting list. The members themselves will cast their votes and place their ballots in the ballot box.

### **BYLAW 13 FINANCIAL RESPONSIBILITIES**

- 13.1 The Association, after approval in advance by the membership at a Special General Meeting, shall have the discretion to borrow, or raise, or secure the payment of money in such manner as it deems fit for the purpose of carrying out its objectives. The total amount of such borrowing shall not exceed three-quarters (3/4) of the value of membership dues received during the immediately preceding twelve (12) months.

### **BYLAW 16 CONSTITUTIONAL AMENDMENTS**

- 16.1 Proposed amendments to the Constitution shall be given in the Notice of the General Meeting.
- 16.2 Notice of motion for Constitutional Amendments at a Special General Meeting is to be distributed to the membership at least ten working days in advance of the meeting.
- 16.3 Amendments to the Constitution may be made by members at a General Meeting provided ten working days' notice is given to the membership.
- 16.4 Amendments to a duly circulated notice of motion to change the Constitution may be made at the General Meeting unless the effect of said amendment is to nullify the original motion.

**BYLAW 17**  
**CONSTITUTIONAL BYLAWS**

- 17.1 Amendments to a duly circulated notice of motion to change the Bylaws may be made at the General Meeting unless the effect of said amendment is to nullify the original motion.

**BYLAW 18**  
**PROCEDURES ON CONFLICT OF INTEREST**

- 18.1 The normal resolution of a real or perceived conflict of interest will be made by a declaration of a member. In the absence of such disclosure, the next step is for the assembly to determine whether a compromise to fairness exists; if this is the case, the assembly shall rule whether the member is in a conflict of interest and shall determine the extent of the participation, i.e. the capacity to debate the relevant issue, vote, move motions, and the member's participation in the discussion of the relevant issue.