

BY-LAWS

Adopted on May 4, 2018

ARTICLE 1—EXECUTIVE OFFICERS

1.1 Duties and Responsibilities of the President

The President shall:

- a) Be charged with the general management and supervision of the affairs and operations of the Association;
- b) Supervise the staff of the Association;
- c) Sit as a voting member on both the Executive and the Board and shall keep both bodies apprised of presidential activities;
Be an ex-officio member of all committees of the Association, whether standing or special, and shall have the same rights and privileges of any other member of those committees and shall constitute part of the quorum;
- d) Sign all documents which require the President's signature and shall possess and may exercise such other duties or powers as are from time to time assigned to the President by the Board or the membership of the Association;
- e) Sign all collective agreements once ratified by the members of a bargaining unit;
- f) Sign all Memoranda of Agreement reached with an employer during the term of a collective agreement. All but routine Memoranda of Agreements, routine to be defined by the Board, must be approved by the Board;
- g) Be chief spokesperson for the Association;
- h) Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

1.2 Duties and Responsibilities of the Vice-President

The Vice-President shall:

- a) Assist the President with the general management and supervision of the Association;
- b) Sit as a voting member on both the Executive and the Board and shall keep both bodies apprised of Vice-Presidential activities;
- c) Assume, when a temporary vacancy occurs in the Office of the President, all of those duties normally discharged by the President;
- d) Assume, in the event of a vacancy in the Office of the President, other than a temporary vacancy, the Office of the President for the unexpired term. Members of the Board shall choose from amongst themselves a replacement for the Vice-President for the unexpired term of that Officer;
- e) When present, preside at all meetings of LUFA, except as provided herein;
- f) Act as Chief Returning Officer in a secret ballot vote on any matter other than in the votes prescribed in Article 9;
- g) Be the primary liaison with all the Association's representatives on various committees and shall ensure that representatives report at least annually on the activities of these committees;

- h) Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

1.3 Duties and Responsibilities of the Secretary/Treasurer

The Secretary/Treasurer shall:

- a) Oversee, in conjunction with the staff, the recording of all financial transactions of the Association in accordance with accepted accounting practices and procedures, including the receipt and prompt deposit of all money with a chartered bank or credit union;
- b) Shall sit as a voting member on both the Executive and the Board and shall keep both bodies apprised of their activities;
- c) Render to the Board, in conjunction with the staff, both a monthly statement of receipts and disbursements as well as a monthly statement of year-to-date transactions;
- d) Manage all investments of the Association;
- e) Monitor the current budget and prepare annually a draft budget for the coming year in conjunction with the staff;
- f) Be the official custodian of all books, papers, records, correspondence, contracts, indentures and other documents belonging to the Association in conjunction with the staff. All books, papers, records, correspondence, contracts, indentures and other documents belonging to the Association shall be kept available at all reasonable times for the information of the membership of the Association upon request;
- g) Attend all meetings of the Board and all meetings of the membership of the Association, excluding committee meetings, and oversee the recording of all acts and minutes of the proceedings in the books kept for that purpose;
- h) Oversee the upkeep of an up-to-date file of all incoming and outgoing mail pertaining to the affairs of the Association or otherwise for each business year during the term of Office for the Secretary/Treasurer;
- i) Ensure that all members are properly notified in advance of any meeting of the Association;
- j) Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

1.4 Duties and Responsibilities of the Chief Steward

The Chief Steward shall:

- a) Manage and aid in the investigation of grievances through both the informal and formal stages of the settlement discussion; where necessary, prepare and present step 1 issues and formal grievances to the Administration in accordance with all Collective Agreements;
- b) Schedule and attend mediation and arbitration hearings;
- c) Assign duties to the Stewards;
- d) Assist stewards with the roles identified in Article 3.1. Nothing in Article 3.1 precludes the Chief Steward from dealing with any issues arising from the collective agreement;

- e) Provide annual training to the steward regarding duties, obligations, the grievance process, and complaint intake. Schedule other training as deemed necessary;
- f) Sit as a voting member on both the Executive and the Board and keep both bodies apprised of current grievances and make recommendations where appropriate;
- g) Record any deficiencies in all Collective Agreements for use in future contract negotiations and bring such deficiencies to the attention of the Executive;
- h) Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

1.5 Duties and Responsibilities of the Communications Officer

The Communications Officer shall:

- a) Develop and maintain a greater awareness amongst audiences in each University and the wider Sudbury community of the issues affecting LUFA members;
- b) Sit as a voting member on both the Executive and the Board and keep both bodies apprised of their activities;
- c) Facilitate communication between the Officers and the Board of the Association and its members;
- d) Inform the membership regarding the relevant activities of other organizations;
- e) Identify key decision-making and influential groups and establish and maintain good working relationships with them;
- f) Fulfill an advisory role to the Association President, Executive Committee and the Board in terms of communications;
- g) Shall perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

ARTICLE 2—EXECUTIVE COMMITTEE

2.1 Composition

The Executive Committee shall be composed of the Executive Officers listed in clause 12.1 of the Constitution.

2.2 Duties and Responsibilities of the Executive Committee

The Executive Committee shall:

- a) Prepare an agenda for the meetings of the Board and the General Membership;
- b) Serve as the Board's Nominating Committee;
- c) Recommend Chief Negotiators to the Board;
- d) Manage the Association's Negotiating Committees;
- e) Recommend Memoranda of Agreements to the Board;
- f) Handle issues that are sent to it by the Board;
- g) Conduct annual evaluations of each member of the office staff;
- h) Negotiate employee contracts on behalf of Board, to be submitted to Board for information;

- i) Report to the Board about each of its meetings through the circulation and approval of its Minutes at the next scheduled the Board meeting.

2.3 Chair

The chair of the Executive Committee shall be the President.

2.4 Quorum

A quorum of the Executive Committee shall consist of a majority of the members of the Executive Committee.

2.5 Meetings and Votes

The Executive Committee shall meet as required. An agenda for the meetings will be circulated in advance by the staff. Decisions shall be taken by majority vote. A member of the Executive Committee shall be recused from discussion or voting on any issue where the member is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.

ARTICLE 3—STEWARDS

3.1 Duties and Responsibilities of Stewards

The Stewards shall:

- a) Be responsible for familiarizing themselves with the provisions of the Collective Agreement in their specific assigned areas;
- b) Attend training pertaining to their assigned area and general training sessions;
- c) Perform duties consistent with the grievance procedures as assigned from time to time by the Chief Steward;
- d) Be responsible for attending all Board meetings and meetings of the general membership;
- e) Be responsible for keeping confidential all matters of a sensitive nature that come to their attention in their capacity as Stewards;
- f) Be responsible for meeting and signing up new members and submitting their applications to the Secretary/Treasurer;
- g) Be responsible for informing members in their employee group of matters concerning the Association and of representing the concerns of such members;
- h) Ensuring that all correspondence with members is copied to the admin@lufappul.org account;
- i) Ensuring that all documents and files are kept in the LUFA Office and not in personal offices. All documents are the property of LUFA and legally required to be in the possession of LUFA;
- j) Stewards shall report to the Chief Steward.

The primary role of the steward is to meet with the members to answer questions relevant to their assigned areas and work as intake person for possible grievances in those areas. This information will be forwarded to the Chief Steward on the appropriate intake form.

Stewards shall take one of the following roles and may perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

- a) **Leaves Steward:** The leaves officer shall be responsible for assisting members and responding to their questions regarding leaves permitted through the CA under Article 7. This includes vacation, study leaves, leave of absence without pay, sabbatical leaves, political leaves, court leaves, pregnancy, parental and adoption leaves. The Chief Steward shall be responsible for dealing with questions regarding medical leaves and accommodation.
- b) **Workload Steward:** This steward shall be responsible for the general provision in Article 5 excluding, Tenure and Promotion, which shall be assigned to the Tenure and Promotion Steward, and discipline files, which will be handled by the Chief Steward.
- c) **Salary and Benefits Steward:** The Salary and Benefits steward shall be responsible for assisting members and responding to their questions regarding matters covered in Article 8 of the Collective Agreement.
- d) **Tenure and Promotion Steward (2):** The steward shall be responsible for assisting members with their tenure and promotion questions and their applications, pursuant to Article 5.
- e) **Sessional Steward:** The Sessional Steward shall be responsible for assisting members and responding to their questions regarding sessional matters covered in Article 4 of the Collective Agreement.
- f) **Senate Steward:** The Senate Steward shall assist members with general questions regarding Senate policies and procedures involving students such as the appeal process and misconduct policy. The steward shall also assist members in their preparation for appeals.
- g) **Human Rights Investigation Stewards (3):** Stewards shall be assigned to this role to deal with member to member conflict arising in the workplace. LUFA will provide the necessary training which will be mandatory. It is expected that stewards will work closely with the Chief Steward. Stewards shall be prepared to deal with at least 3–5 files per year. Where possible two stewards will be assigned to each file.
- h) **Research Officer (1):** The Research Steward shall be responsible for assisting members and responding to their questions regarding research matters covered in Article 6 of the Collective Agreement.
- i) **Health and Safety Officer (1):** Steward shall be responsible for the Article 3.25 and sit as a representative on our health and safety committee. The steward shall be required to take the required training from the Ministry of Labour.
- j) **Federated Universities' Officers: (3)** The Federated representatives shall be responsible for the assisting members and responding to their questions regarding their respective collective agreements. They [officers] may access from stewards, resources on human rights as well as health and safety. Stewards may also be required to assist officers.

ARTICLE 4—GRIEVANCE PROCESS

The Executive shall:

- a) Administer and monitor the grievance and arbitration procedures in accord with any Collective Agreement as amended from time to time;

- b) Endeavour to give fair and effective representation to all bargaining unit members in accordance with Section 74 of the Ontario *Labour Relations Act* which states that “A trade union ... shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of employees in the unit.”
- c) In its deliberations, assess the requirement for a grievance by considering such factors as:
 - (i) Whether the issue in question violates one or more of the provisions of any Collective Agreement, Federal or Provincial law, past practice or employee rights;
 - (ii) Whether there has been an injustice;
 - (iii) Legal duty of fair representation;
 - (iv) Economic significance for the individual;
 - (v) Political significance within the Association or the University community or administration;
 - (vi) Probability of success and economic significance for the Association.
- d) Report to the Board through the Chief Steward at each meeting of the Board and include in its report
 - a. a summary of all outstanding complaints and grievances;
- e) Not communicate with any member of the administration about any specific issue pertaining to any grievance or potential grievance unless requested to do so by the Chief Steward.

ARTICLE 5—BOARD

5.1 Composition

The Board shall be composed of the members of the Executive and the Stewards Committee. The past president will be an ex-officio non-voting member of the Board.

5.2 Duties and Responsibilities of the Board

The Board shall:

- a) Oversee the proper and efficient functioning of the affairs of the Association, including its committees so as to ensure that the interests of all members of the Association are served fairly;
- b) Approve all but routine Memoranda of Agreements presented to it by the Executive Committee before the President signs on behalf of the Association. The Board must define routine Memoranda of Agreements that the President may sign on her/his own;
- c) Approve monthly statements of receipts and disbursements as well as the year to date monthly transactions as prepared by the Secretary—Treasurer;

- d) Approve the annual budget of the Association before it is presented to the general membership for approval;
- e) Work closely with each Negotiation Committee to set the Association's bargaining priorities and make a recommendation concerning contract ratification to the appropriate membership;
- f) Call special meetings of the Association;
- g) Appoint committees to deal with matters not falling within the terms of reference of a standing committee or the Officers of the Association.

5.3 Chair

The chair of the Board shall be the vice—President. In the absence of the chair, the duties of the chair shall be performed by such other members of the Board present as the Board may from time to time appoint for such purpose.

5.4 Quorum

A quorum of the Board shall consist of a majority of the members of the Board.

5.5 Meetings and Votes

- a) The Board shall normally meet once per month and may hold its meetings at such times and at such places as it may, from time to time determine; such meetings regular or special may be held without written notice;
- b) Questions arising at any meeting of the Board shall be decided by a majority of votes cast;
- c) A member of the Board shall be recused from discussion or voting on any issue where the member is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy;
- d) In the case of the equality of votes, the chair shall have the deciding vote;
- e) All votes cast at meetings of the Board shall be taken by secret ballot if so demanded by any member of the Board present, but if no demand is made, the vote shall be taken in the usual way by assent or dissent;
- f) All meetings of the Board shall be open to members in good standing except when discussing personnel matters and other such times as the Board votes by resolution to meet in the camera: Notice of upcoming meetings shall be posted on the Association website at least five (5) working days in advance of said the meeting;

ARTICLE 6—COLLECTIVE BARGAINING

6.1 Organization

The Board through the Executive is accountable to the membership for all aspects of collective bargaining. On the recommendation of the Executive, the Board shall appoint a bargaining team, and any other necessary committees for the negotiation of each collective agreement, and have the authority over them.

6.2 Chief Negotiator

In June of the year preceding the last year of any Collective Agreement, a Chief Negotiator shall be appointed by the Board on the advice of the Executive Committee.

6.3 Composition of the Negotiating Committee

The Executive shall recommend to the Board for approval members to serve on each Negotiating Committee, according to the following procedure: after circulating a notice to bargaining unit members for volunteers and after consultation with the Chief Negotiator, shall propose to the Board the members of the Negotiating Committee for approval. In the event of a resignation or incapacitation of a member of a Negotiating committee, the Executive after consultation with the Chief Negotiator shall recommend a replacement to the Board for approval.

6.4 Term of Office of the Chief Negotiator and the Negotiating Committee

Unless extended by resolution of the Board, the term of office of all members of a Negotiating Committee including the Chief Negotiator shall cease one month after the ratification and publication of the Collective Agreement negotiated by that Committee.

6.5 Resignation of the Chief Negotiator

In the event of the resignation, long-term illness, or death of the Chief Negotiator, the Executive after consultation with any affected Negotiating Committee shall recommend to the Board a new Chief Negotiator for approval.

6.6 Duties and Responsibilities of the Chief Negotiators

Each Chief Negotiator shall:

- a) Act as chair of a Negotiating Committee and as the voice of LUFA at the negotiating table. The Executive will appoint from amongst Committee members an acting chair in the event of a temporary illness or absence of a Chief Negotiator;
- b) Have overall responsibility for membership consultation, the demand-setting process, and research in preparation for the negotiations as directed by the Executive;
- c) Advise the Executive Committee and the Board on matters of interpretation of the Collective Agreement;
- d) Have responsibility, with the assistance of Association staff, for ensuring recordkeeping for the negotiations and representing the Association in the final editing and publication of the Collective Agreement once it has been ratified.

6.7 Duties and Responsibilities of Negotiating Committees

Negotiating Committees shall:

- a) Through the Chief Negotiator, draft the Bargaining Unit's proposals and present them to the Executive for recommendations to the Board and approval before entering into negotiations with the Employer;
- b) Through the Chief Negotiator, keep the Executive regularly informed on preparations for and progress in the negotiations;
- c) Through the Chief Negotiator, present any Memorandum of Settlement to the Board for its recommendation to the membership of the bargaining unit which is responsible for ratification;

- d) Be present and available to provide information and respond to questions at membership ratification meetings or other membership meetings concerning the negotiations;

6.8 Public Statements regarding Negotiations

The President of the Association or her/his delegate, after consultation with the Chief Negotiator, shall be responsible for public statements regarding negotiations.

6.9 Strike Pay

As a matter of principle, strike pay ought not to be higher than the salary loss incurred by a member during a lockout or a strike. Strike pay for full-time and for sessional members shall be proportional to the level of LUFA contributions to the CAUT Defence Fund for each category of members.

ARTICLE 7—COMMITTEES OF BOARD

7.1 Establishment of Committees

- a) The Board shall by resolution establish, or dissolve, as the need arises, such standing and special committees not defined herein;
- b) Any resolution passed by the Board for the purpose of establishing a committee shall set out its terms of reference, name its membership, name its chair and fix the dates on which the committee must report its findings, recommendations or conclusions back to the Executive.

7.2 Applications for Committee Membership

For all vacancies, the Secretary/Treasurer shall advise the membership in writing when applications for committee memberships will be accepted by the Board.

7.3 Reports

- a) The report, findings, recommendations or conclusions from standing or special committee is the Report as determined by the committee as a whole or a majority thereof;
- b) All reports, findings, recommendations, conclusions, records, papers, things and other miscellaneous material gathered, collected and utilized by any committee shall, at the termination of the committee, be forwarded by its chair to the Secretary/Treasurer.

7.4 Vacancies

Any vacancy of a member of any committee may be filled by the appointment of a member of the Association by the Board.

7.5 Removal of a Committee Member

A committee member may, by resolution adopted by at least two thirds (2/3) of the votes cast at a meeting of the Board, be removed from office before the expiration of her/his term.

ARTICLE 8—OTHER DELEGATES AND REPRESENTATION

8.1 *Appointment Procedures*

- a) The President shall have the first option to represent the Association as a delegate to OCUFA and/or CAUT and as a representative to any and all Employer Committees including Senate and the Board of Governors of Laurentian University;
- b) The Chief Negotiator shall normally be the Association's delegate to OCUFA's Collective Bargaining Committee;
- c) Subject to the President's rights as stated above, all other representatives of the Association shall be elected by, and normally from, the Board.

8.2 *Reporting*

The Association representatives to other organizations and to University committees shall submit to the Vice-President a year-end report of activities as they relate to the Association's interests by May 15 of each year. Representatives shall seek the Board's direction on issues directly affecting the Association's interests.

8.3 *Vacancy*

Any vacancy of a representative, however, caused, shall be filled by the appointment of a member in accord with procedures above.

8.4 *Term of Office*

Circumstances permitting, representatives shall serve one-year terms and the reappointment of incumbents shall be permitted.

8.5 *Removal of a Representative*

A representative may, by resolution adopted by at least two thirds (2/3) of the votes cast at a meeting of the Board, be removed from office before the expiration of her/his term.

ARTICLE 9—REMUNERATION

9.1 *Course Releases for Elected Officials and Bargaining Team*

- a) Those members of the Association elected to executive positions or appointed to the position of Chief Negotiator shall be entitled to receive, during their term of office, course releases in order to increase the work time available to them for carrying out their responsibilities on behalf of the Association;
- b) The elected officer listed below shall be given course releases as follows:
President: 9 credits per academic year
Chief Steward: 6 credits per academic year
- c) Negotiating teams may be given course release at the discretion of the executive;

- d) In exceptional circumstances, if an executive officer is unable to take the course release, and the officer's work must be compensated as an overload, this arrangement shall require the concurrence of the Board by a two thirds (2/3) majority vote. Such an exceptional arrangement is limited to one academic year;
- e) In the event that an executive officer is a sessional member and working less than a full-time equivalent teaching load, the sessional member shall be compensated at the sessional rate of pay in accordance with their respective establishment status.

9.2 Release Time, Other

The Executive may occasionally recommend to the Board that a member receives special compensation for a special assignment carried out at the request of the Board.

9.3 Reimbursements—Convention, Seminars, Committees

Registration fees and travel expenses shall be carried by the Association at a rate in conformity with the Association travel expense policy and shall not exceed economy rates.

9.4 Unbudgeted Expenditures

From time to time, the Board may authorize tokens of compassion for deceased members, or special charitable donations, including to other unions in need of special assistance. Such expenditures shall be made according to the Association's Donation Policy.

ARTICLE 10—EXECUTIVE OR BOARD MEMBERS SERVING PRO TEM ADMINISTRATIVE POSITIONS

Any member of the LUFA Executive and/or Board taking on a temporary Administrative position with one of the LUFA Bargaining units or affiliated institutions (Hearst University, NOSM-Sudbury, NOSM Thunder Bay) shall be automatically suspended from the Executive/Board for the duration of the Administrative appointment. With respect to negotiations, these members who remain a member of the bargaining unit will be eligible to vote for ratification of the collective agreement of their bargaining unit but will not be included in negotiation discussions or email updates.