

CONSTITUTION

Name

The name of the Society is the "Faculty Association of the University of British Columbia."

Purpose

The purposes of the Society are:

- to promote the welfare of faculty members employed by the University of British Columbia and the welfare of the University of British Columbia; and,
- to act as the bargaining agent of all faculty members employed by the University of British Columbia and to regulate relations between the faculty members and the University through collective bargaining.

BYLAWS

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1.0 Interpretation

1.1 In these bylaws: "Association" means the Faculty Association of the University of British Columbia;

"Association" means the Faculty Association of the University of British Columbia;

"faculty member" means a person appointed by the University of British Columbia on a full-time or part-time basis as Professor, Associate Professor, Assistant Professor, Professor of Teaching, Senior Instructor, Instructor, Instructor I, Instructor II, Lecturer, Sessional Lecturer, Librarian or Archivist, Program Director in Continuing Studies, or equivalent position;

"University" means the University of British Columbia.

1.2 Words importing the singular in number shall include the plural in number and a body corporate wherever the context so requires.

2.0 Membership

2.1 Members shall be of three types: honorary life members, honorary members, and active members.

2.2 Active members shall have voting rights. Other members shall not have voting rights.

2.3 Honorary life membership may be offered to:

- i. the Chancellor and Chancellors Emeriti;
- ii. Presidents Emeriti;
- iii. former active members of the Association;
- iv. others whom the Association may also wish to honour for outstanding service to the University.

2.4 Honorary membership may be offered to:

- i. the President, Vice-Presidents, Bursar, Registrar, Librarian, Deans of Faculties, and Director of the Centre for Continuing Education;
- ii. persons on the University faculty not employed by the University; and,
- iii. former active members of the Association.
- iv. retired faculty members

2.5 Active membership shall be open to all current faculty members who pay the required membership dues.

2.6 A member shall cease to be a member of the Association:

- a. upon resignation in writing delivered to the secretary;
- b. upon failure to pay the required membership dues; or,
- c. upon ceasing to satisfy any other requirements of membership.

2.7 All members are in good standing except a member who has failed to pay any required membership fee and that member is not in good standing so long as the required fee is not paid.

2.8 A member in good standing shall not be expelled from membership of the Association.

3.0 Executive of the Association

3.1 The Executive of the Association shall consist of the officers of the Association, the Chair of the Okanagan Faculty Committee, the members-at-large, and ex-officio members of the Executive. The officers, members-at-large and Chairs of Standing Committees shall be elected for two-year terms, three of the Executive's six members-at-large to be elected in odd-numbered years, and all other officers and members-at-large to be elected in even-numbered years.

- a. The officers of the Association shall be:
 - i. the President;
 - ii. the Vice-President;
 - iii. the Secretary;
 - iv. and the Treasurer

The president shall preside at all meetings of the Association and of the Executive.

The president is the chief executive officer of the Association and shall supervise the other officers in the execution of their duties and shall issue notices of meetings of the Association and Executive.

The vice president shall carry out the duties of the president during his/her absence.

The secretary shall conduct the correspondence of the Association; keep minutes of all meetings of the Association and Executive; have custody of all records and documents of the Association except those required to be kept by the treasurer; and maintain the register of members.

The treasurer shall keep the financial records, including books of account, necessary to comply with the Society Act; and render financial statements to the Executive, members and others when required.

In the absence of the secretary from a meeting, the directors shall appoint another person to act as secretary at the meeting.

- b. There shall be six members at large of the Executive.

- c. The ex-officio members of the Executive shall be:
 - i. the Chair of the Member Services and Grievance Committee;
 - ii. the Chair of the Status of Women Committee;
 - iii. the Chair of the Contract Faculty Committee;
 - iv. the Chair of the Librarians & Archivists Committee

3.2 Only an active member of the Association may be an officer of the Association or a member at large or ex-officio member of the Executive.

3.3

- a. The Executive shall carry on the business of the Association between general meetings, and investigate and report on matters of interest to the Association.
- b. The officers of the Association shall have the duties that are assigned to them by the Executive from time to time or as described by these By-Laws.
- c. The Executive shall have the power to carry on the business of the Association in all respects except those matters required to be dealt with by the members in a general meeting.

3.4 To assist in the performance of these duties, the Executive may employ an Executive Director and other staff.

3.5 No member of the Executive shall be remunerated for being or acting as a member of the Executive but may be reimbursed for expenses reasonably incurred while engaged in the Association's affairs.

4.0 Election of the Executive

4.1 Election of the officers of the Association, the members-at-large of the Executive, and Chairs of Standing Committees shall take place at the annual general meeting.

4.2 The Executive shall appoint a Nominations Committee comprising the President, the immediate past President, and three other active members representative of the university community. The Nominations Committee shall seek out persons willing to accept nomination for office in the Association. It shall endeavour, to the best of its ability, to ensure that there are more candidates nominated than the total number of positions to be filled on the Executive.

4.3 With the written consent of the nominee, two members in good standing of the Association may nominate a candidate for office in the Association. Such nominations must be submitted in writing to the Association no later than 11:59pm on March 1.

4.4 Ballots containing the names of all persons nominated under sections 4.2 and 4.3 shall be circulated with the agenda for the annual general meeting.

4.5 A member may cast his/her ballot at the annual general meeting or by mail in accordance with section 4.6.

4.6 A member who is unable to attend the annual general meeting may send to the Secretary prior to the meeting his/her ballot duly marked but not signed in a sealed and unidentified envelope, itself enclosed in a separate envelope which clearly identifies the member.

4.7 The Secretary shall hand to the scrutineers for counting at the annual general meeting any ballots received prior to the annual general meeting in the manner set out in section 4.6.

5.0 Vacancies in the Executive

5.1 If, at any time, the office of President shall become vacant, the Vice-President shall become President.

5.2 If the position of an officer of the Association, other than President, or of a member-at-large of the Executive, or a Chair of a

Standing Committee shall become vacant, the Executive may appoint an active member of the Association to fill the position until the next annual general meeting of the Association.

5.3 With the exception of the Chair of the Okanagan Faculty Committee, the members may, by special resolution, approved by at least 75% of the votes cast in respect of the resolution through a mail ballot, remove a member of the Executive before his/her term of office expires, and where they have removed a member of the Executive in this way, they may elect a successor to complete the term of office. The Chair of the Okanagan Faculty Committee may be removed by special resolution approved by at least 75 percent of the votes cast in respect of the resolution through a mail ballot of only the members of the Okanagan Faculty Committee, before his/her term of office expires, and where they have removed the Chair of the Okanagan Faculty Committee in this way, they may elect a successor to complete the term of office.

6.0 Committees

6.1 The Bargaining Preparation Committee is a committee whose Chair shall be appointed by the Executive Committee no later than 18 months prior to the expiration of the Collective Agreement and shall report to the Executive Committee. The position of Chair of the Bargaining Preparation Committee is not an Executive position. The term of the Chair shall end once a new Collective Agreement is in force. The Chair shall submit a report to the annual general meeting of the Association. The duties of the Bargaining Preparation Committee shall include technical preparation for bargaining (research and data collection), building bargaining proposals for the Executive and the Negotiating Team and the provision of advice for negotiations and arbitrations. Normally, a member from the Okanagan campus shall be on the committee.

6.2 Chairs of the following standing committees shall be elected at the annual general meeting of the Association and shall submit a report to the next annual general meeting of the Association. Chairs of standing committees shall be elected for terms of two years.

- a. The Member Services & Grievance Committee whose duty shall be to investigate complaints by individuals concerning their employment, tenure, salaries, and other conditions of service. The Committee reports to the Executive Committee and carries out its activities to the approval of the Executive Committee. Normally, a member from the Okanagan campus shall be on the committee.
- b. The Committee on the Status of Women whose duties shall include facilitating and engaging in networking, advocacy and policy development for women members. The Committee reports to the Executive Committee and carries out its activities to the approval of the Executive Committee.
- c. The Contract Faculty Committee whose duties shall include monitoring the status of contract faculty members. The Committee shall bring to the attention of the Association matters which directly concern contract faculty members and the implementation of Collective Agreement provisions concerning contract faculty. The Committee shall promote the awareness of issues affecting contract faculty at the University of British Columbia. The Committee reports to the Executive Committee and carries out its activities to the approval of the Executive Committee.
- d. The Librarians and Archivists Committee's duties shall include keeping informed of the affairs of the Library and bringing to the attention of the Association matters that directly concern Librarians and Archivists on the implementation of the Collective Agreement. The Committee shall also act as a forum for ideas regarding internal library matters put forth by Librarians and Archivists, and promote and encourage means of continuing education and professional development for Librarians and Archivists.
- e. The Okanagan Faculty Committee shall be composed of members of the Association employed by the University of British Columbia at the Okanagan campus. The Mandate of the Okanagan Faculty Committee shall be to consider matters and develop local activities specific to the Okanagan campus; to bring to the attention of the Association matters which directly concern and assist in implementing the Collective Agreement in respect of Association members employed at the Okanagan campus. The committee will provide a forum for expression of the views of its members on all matters within the Association and carries out its activities to the approval of the Executive Committee.

6.3 The Executive may appoint any member of the Executive to any standing committee.

6.4 The President shall be an ex-officio member of all standing committees, ad hoc committees, joint committees, subcommittees and negotiating teams of the Association.

6.5 The Executive Director shall be entitled, ex-officio, to be a non-voting member of all standing committees, ad hoc committees, joint committees, subcommittees and negotiating teams of the Association.

6.6 The Chairs of the Member Services & Grievance Committee and the Status of Women Committee shall be elected in odd-numbered years, and the Chairs of the Contract Faculty Committee the Librarians and Archivists Committees shall be elected in even-numbered years.

6.7 The Okanagan Faculty Committee shall include at least the following officers, who shall be elected in odd-numbered years by the members of the Association employed by the University of British Columbia at the Okanagan campus, in accordance with a procedure approved by the Association:

- a. Chair, who shall thereby be a member of the Executive of the Association in accordance with By-law 3.1; First Vice-Chair; Second Vice-Chair.
- b. The terms of office of the officers of the Okanagan Faculty Committee referred to in 6.7(a) shall be for a period of two years

7.0 Meetings

7.1 The annual general meeting of the Association shall normally be held on the first Thursday in April each year. The Executive shall place before the meeting the Treasurer's Report and financial statements, the auditors' report, and the Executive's report to the members.

7.2 A general meeting of the Association shall be held in the fall term not later than October 31.

7.3 At least fourteen days' written notice shall be given for all general meetings of the Association and for any special resolution to be put before a general meeting.

7.4 Members wishing to move any substantive motion must give at least three weeks' notice of motion in writing to the Executive, which shall cause the motion to be printed and distributed in advance of the meeting at which it will be debated.

7.5 Special general meetings of the Association shall be called by the President at his/her discretion or at the written request of or ten percent (10%) or more of active members.

7.6 Participation in all general meetings by members of the Okanagan Faculty Committee members shall be provided for by means of electronic conferencing or such other means as determined by the Executive after consultation with the Executive of the Okanagan Faculty Committee.

8.0 Quorum

8.1 For all meetings of the Association held between the first day of lectures and the last day of lectures for the Faculties of Arts and Science, a quorum of 70 shall be required. For all other meetings, and the annual general meeting, the quorum shall be 100.

9.0 Ballots

9.1 For purposes of these by-laws, "mail ballot" includes balloting by secure electronic transmission.

9.2 A procedural motion for a secret ballot on any question before a meeting of the Association shall be held at the call of any member.

9.3 A mail ballot shall be held:

- a. to conduct a ratification vote on any agreement between the Association and the University; and
- b. such ballot shall be a secret ballot sent to the campus addresses of all members entitled to vote on the question

9.4 Voting by proxy is not permitted.

9.5 An ordinary resolution must be passed:

- a. in general meeting by the members by a simple majority of the votes cast in person; or
- b. in a mail ballot, by a simple majority of the votes cast in respect of the resolution

9.6 A special resolution must be passed:

- a. by at least 75% of the votes cast in person; or
- b. in a mail ballot, by at least 75% of the votes cast in respect of the resolution

10.0 Finances

10.1 The President, Vice-President, Treasurer and Secretary shall be the authorized signing officers of the Association. Cheques shall be signed by any two of the authorized signing officers.

10.2 The Treasurer shall submit a detailed report to the annual general meeting of the Association.

10.3 Members wishing to propose donations of Association funds must give advance notice in accordance with section 7.4 above.

11.0 Membership Dues

11.1 Honorary life members and honorary members shall be exempted from paying membership dues.

11.2 Active members shall pay dues in the amount set by the Executive and approved by a majority of those members voting in a mail ballot. Membership dues may be collected from salary cheques on a monthly basis by an arrangement with the University.

12.0 Auditors

12.1 An auditor or auditors shall be appointed at the general meeting in the fall term to examine the books of the Association and the Treasurer's financial statement prior to its presentation at the annual general meeting, and to report on his/her examination.

13.0 Borrowing Powers

13.1 For the purpose of carrying out the objects of the Association, the Association may borrow or raise or secure payment of money in such manners as it deems fit, provided that exercise of the powers provided in this section shall require approval by a two-thirds majority of members entitled to vote present at a special meeting called for that purpose. No debenture shall be issued without the sanction of a special resolution.

14.0 Records

14.1 Members of the Association may inspect any accounts, books, or records of the Association at any reasonable time at the Association's offices.

14.2 Minutes of General Meetings and of Executive Meetings shall be prepared by the Secretary or designate and shall be in the custody of the Secretary for safe-keeping.

15.0 Collective Bargaining

15.1 The Association may negotiate a master agreement and subsidiary collective agreements on behalf of all faculty members.

A master agreement means a collective agreement that governs generally, for all faculty members, matters such as salaries, conditions of appointment, economic benefits, and other matters relating to the professional position of members of the bargaining unit.

15.2 No collective agreement shall take effect until it has been ratified by a majority of those voting in a mail ballot conducted among all members of the bargaining unit covered by the agreement.

16.0. Minority Protection

16.1 Membership in the Association shall not be a condition of employment, but the Association reserves the right to negotiate a collective agreement under which

- a. all members of Faculty shall be or shall become members unless by notice in writing to the Association they object to joining or continuing as members
- b. dues shall be deducted from salary by the University and paid to the Association; and
- c. an amount equivalent to dues shall be deducted by the University from the salary of those Faculty who have objected to membership in the method described above, and shall be paid to the Association or at the discretion of the individual to an alternative recipient agreed to by both the Association and the University

16.2 Subsidiary Agreements

- a. Interpretation

In this section:

- i. "subsidiary agreement" means an agreement covering any matter which is or could be covered by the master agreement;
 - ii. "Faculty or Department" means those members of the Association employed in a particular Faculty or Department, and shall include members of the Association employed in the University Library, the Centre for Continuing Education or a School;
 - iii. "Request" means a request in writing specifying the matters to be covered by a proposed subsidiary agreement and approved by a majority of the Faculty or Department at a meeting called for the purpose. A majority in this context means a majority of those voting.
- b. Requests under this section may be made to the Executive at any time, provided that a Faculty or Department that has been refused the right to bargain for subsidiary agreement may not make a further request within six months.
 - c.
 - i. Upon receipt of a request the Executive may permit the Faculty or Department to bargain with the University for a subsidiary agreement. A request may be granted subject to conditions provided that no condition shall be imposed in derogation of the right established in paragraph (j) below.
 - ii. The Executive's decision shall be communicated to the Faculty or Department within 2 months of receipt of the request.
 - iii. The Executive's decision under this section may be appealed by the Faculty or Department concerned to an arbitration board. The intention to appeal must be communicated to the Executive within 7 days of receipt of the Executive's decision.
 - d.
 - i. An arbitration board under this section shall consist of one person nominated by the Executive, one nominated by the Faculty or Department concerned, and a chairman agreed on by the two nominees.
 - ii. Nominations to the arbitration board shall be made within 7 days of notice of appeal being received by the Executive, and the nominees shall select a chairman within a further 7 days.
 - iii. If the nominees are unable to agree on a chairman within the prescribed period, a chairman shall be chosen at random by the President of the Association from a panel previously established by the Executive.
 - iv. The panel referred to in (iii) above shall consist of 12 members of the Association and shall be drawn up by the Executive on an annual basis. No member of the Executive shall be eligible for the panel.

- v. If a Faculty or Department fails to nominate a person to the arbitration board within the prescribed period, its request shall be deemed to have been withdrawn.
- vi. If the Executive fails to nominate a person to the arbitration board within the prescribed period, the request shall be deemed to have been approved.
- e. The Faculty or Department appealing and the Executive shall have the right to appear before the arbitration board.
- f. The board shall, within 3 weeks of being consulted, decide whether the Faculty or Department is or is not entitled to bargain for a subsidiary agreement.
- g. A Faculty or Department entitled to bargain for a subsidiary agreement may allow the Executive to negotiate on its behalf or may set up a separate bargaining committee which shall include at least one member nominated by the Executive.
- h. Any subsidiary agreement shall be subject to ratification by the Faculty or Department concerned.
- i. Except with the approval of the Executive, no subsidiary agreements shall be executed until the Master Agreement is executed.
- j. Authority to bargain for a subsidiary agreement under this section shall continue until terminated in accordance with the following provisions. Where two successive Master Agreements have been executed without the Faculty or Department being able to conclude or maintain a subsidiary agreement the Executive may appeal that Faculty or Department's right to bargain for a subsidiary agreement to an arbitration board constituted and operating in accordance with paragraphs (d), (e) and (f) above.
- k. Once a subsidiary agreement has been executed, the Executive shall not seek to remove that subsidiary agreement by subsequent negotiations in that or future years without the consent of the Faculty or Department concerned.

17.0 Amendments to the Constitution and Bylaws

17.1

- a. Subject to sections 17.2 and 17.3, the constitution or by-laws may be amended or revised by special resolution at the annual general meeting or at a special general meeting called for the purpose of amending the constitution or by-laws, provided that any amendment or revision is approved by three-quarters of those members present and voting. All proposed changes shall be sent to the active members at least fourteen days prior to the date of the meeting.
- b. In the event that the annual general meeting or special general meeting lacks a quorum in accordance with section 8.1 of the by-laws, the special resolution may be put to the members by mail ballot.
- c. For purposes of (b) above, the special resolution must be approved by at least three-quarters of the votes cast in respect of the resolution.

17.2 The right to decline membership in the Association or not to continue as a member conferred by Section 16.1 of this constitution shall not be removed or abridged.

17.3 The protection to minority rights conferred by section 16.2 shall not be amended or removed from the constitution

- i. without the approval of a majority of members voting in each Faculty at a meeting called for that purpose, and
- ii. without the approval of a majority of members voting in a meeting of any Department to which at the particular time a subsidiary agreement applies or to which a subsidiary agreement has applied within the previous year if the master agreement is no longer in force.

17.4 If by mail ballot, the membership of the Association should at any time reject collective bargaining the restrictions on constitutional amendment contained in sections 17.2 and 17.3 above shall cease to have effect.