

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 persons in its bargaining unit employed by the University of British Columbia; and
- to act as the bargaining agent for all persons in its bargaining unit with the University of British Columbia and to regulate relations between the persons in its bargaining unit 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;

"Bargaining Unit" means the group consisting of all persons appointed by the University of British Columbia on a full-time or part-time basis as Professor, Associate Professor, Assistant Professor, Acting Assistant Professor, Professor of Teaching, , Assistant Professor of Teaching, Associate Professor of Teaching, , Lecturer, Sessional Lecturer, Librarian or Archivist, Program Director in UBC Extended Learning, 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 and Membership Dues

2.1 Subject to Section 2.3, a person appointed by the University to a full-time or part-time position within the Association's Bargaining Unit as a:

- a. Professor, Associate Professor, Assistant Professor, Acting Assistant Professor, Professor of Teaching, , Assistant Professor of Teaching, Associate Professor of Teaching, , Lecturer, Librarian or Archivist, Program Director in UBC Extended Learning, or equivalent position, is eligible for membership in the Association, during the period of the appointment;

- b. Sessional Lecturer is eligible for membership in the Association during:
 - i. the period of the appointment; and
 - ii. the 8 months following the period of appointment, if they have a right of reappointment under the Collective Agreement between the Association and the University.

2.2 Despite Section 2.1(b), the eligibility for membership in the Association of a person appointed as a Sessional Lecturer shall cease upon termination of both their appointment and their right of reappointment.

2.3 Persons appointed by the University to positions excluded from the Association's Bargaining Unit pursuant to the Collective Agreement between the Association and the University are not eligible for membership in the Association.

2.4 Subject to Section 2.5, the Association shall admit to membership a person eligible for such membership, upon receiving notice from the University that the person has been appointed to a position within the Bargaining Unit.

2.5 Despite Section 2.4, the Association shall not admit to membership a person eligible for membership who has directed the University not to deduct membership dues from their salary, and to instead deduct an amount equivalent to the membership dues and to pay that amount to a recipient agreed upon by the University and the Association.

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

- a. delivering to the secretary a resignation in writing;
- b. directing the University not to deduct membership dues from their salary, and to instead deduct an amount equivalent to the membership dues and to pay that amount to a recipient agreed upon by the University and the Association; or
- c. ceasing to be eligible for membership.

2.7 Members shall pay dues for each pay period calculated as a percentage of their total salary received in the pay period. The percentage will be the amount recommended by the Executive and approved by a majority of those members voting in an electronic ballot. Membership dues may be collected from member salaries on a regular basis by an arrangement with the University.

2.8 Under the above dues structure, members not receiving salary during a pay period do not owe dues for that period.

2.9 A member is not in good standing during any portion of a leave of absence from the University longer than 24 months for which they do not receive salary from the University.

2.10 A member who is not in good standing is not entitled to:

- a. vote; or
- b. hold any position on the Executive of the Association.

3.0 Executive of the Association

3.1 The members of the Executive are the Association's Directors.

3.2 Only members in good standing may be members of the Executive.

3.3 The Executive of the Association shall consist of the following members:

- a. the Officers of the Association;

- b. the Standing Committee Chairs; and
- c. the members-at-large.

3.4 The Officers of the Association shall be:

- a. the President;
- b. the Vice-President;
- c. the Secretary; and
- d. the Treasurer.

3.5 The Standing Committee Chairs of the Executive shall be:

- a. the Chair of the Member Services and Grievance Committee;
- b. the Chair of the Equity Committee;
- c. the Chair of the Contract Faculty Committee;
- d. the Chair of the Librarians & Archivists Committee;
- e. the Chair of the Okanagan Faculty Committee; and
- f. the Chair of the Anti-Racism & Indigenous Initiatives Committee

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

3.7 The term of office for all members of the Executive shall be two years, and shall start on July 1 of the calendar year in which they were elected.

3.8 The following members of the Executive shall be elected in even-numbered years:

- a. the Officers;
- b. the Chair of the Contract Faculty Committee;
- c. the Chair of the Librarians & Archivists Committee;
- d. the Chair of the Anti-Racism & Indigenous Initiatives Committee; and
- e. three of the members-at-large.

3.9 The following members of the Executive shall be elected in odd-numbered years:

- a. the Chair of the Member Services and Grievance Committee;
- b. the Chair of the Equity Committee;
- c. the Chair of the Okanagan Faculty Committee;
- d. three of the members-at-large.

3.10 The Chair of the Okanagan Faculty Committee shall be a member in good standing employed by the University at the Okanagan campus.

3.11 Candidates for the position of President must have prior service on the Executive Committee. Candidates for the position of Chair of the Member Services and Grievance Committee must have prior service on that Committee

3.12 No member may hold the position of President, Vice President or one of the Standing Committee Chairs for more than two consecutive terms.

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

3.14 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 the Executive.

3.15 The Vice President shall carry out the duties of the President during their absence.

3.16 The Secretary or designate shall record minutes of all meetings of the Executive and general meetings of the membership, and shall work with the Executive Director to ensure those minutes are properly maintained in the Association's Office.

3.17 In the absence of the Secretary from a meeting, the members of the Executive present shall appoint another person to act as Secretary at the meeting.

3.18 The Treasurer shall keep the financial records, including books of account, necessary to comply with the *Societies Act*, and shall render financial statements to the Executive, members, and others when required.

3.19 The Executive has 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.

3.20 The Executive Committee shall carry on the business of the Association between general meetings, and investigate and report on matters of interest to the Association.

3.21 To assist in the performance of these duties, the Executive may employ an Executive Director and may select and hire other staff to be employed by the Association.

3.22 The Executive Director is the senior manager of the Association pursuant to the *Societies Act*.

3.23 The Executive Director may attend and participate at Executive Committee meetings, but shall not have a vote at such meetings.

3.24 Quorum for meetings of the Executive shall be a majority of members of the Executive.

3.25 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 by electronic ballot.

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.

4.4 The nominations period for the election shall be closed at 4:30 pm on March 1.

4.5 The Chair of the Okanagan Faculty Committee shall be elected by the members of the Association employed by the University at the Okanagan Campus.

4.6 Despite Section 9.6(a), an electronic ballot for the election of the Chair of the Okanagan Faculty Committee shall be sent only to those members of the Association in good standing employed by the University at the Okanagan Campus.

4.7 If a by-election is called pursuant to sections 5.2 or 5.5 of these bylaws, the Executive Committee shall appoint a Nomination Committee pursuant to section 4.2. The Nominations Committee shall have three weeks to complete its work prior to the close of nominations.

4.8 Pursuant to section 4.7, a notice shall be sent to all members advising of the by-election. This notice will confirm the nominations period and specify the date and time upon which nominations will close.

4.9 If a by-election is called for the position of the Chair of the Okanagan Faculty Committee, notice shall only be sent to those members of the Association in good standing employed by the University at the Okanagan Campus in keeping with 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 a position on the Executive other than President shall become vacant, the Executive may appoint a member of the Association in good standing to fill the position until a successor is elected to fill the remainder of the two-year term. The Association will endeavor to hold the election as soon as is reasonably possible. If a position becomes vacant with 9 months or less remaining on the two-year term, the Executive will appoint a successor to fill the remainder of the term.

5.3 The members in good standing may remove any member of the Executive from office before their term expires by a special resolution, as defined in the *Societies Act*. A 2/3 voting threshold will apply in respect of special resolutions passed at a general meeting or by electronic ballot in that regard.

5.4 In addition to the method for the removal of a member of the Executive set out in Section 5.3 above, the Chair of the Okanagan Faculty Committee, may also be removed from office before their term expires, by a resolution approved by at least 2/3 of the votes cast in an electronic ballot of only the members in good standing employed by the University at the Okanagan Campus.

5.5 When a member of the Executive has been removed pursuant to Sections 5.3 or 5.4, the members in good standing may elect a successor to complete the term of office, except that only the members in good standing employed by the University at the Okanagan campus may elect a successor to the Chair of the Okanagan Faculty Committee who has been removed.

5.6 The Executive may remove any member of the Executive before the expiry of their term of office, under the following conditions:

- i. if they are convicted of an indictable offence;
- ii. if they cease to be qualified to act as a Director of the Association and does not promptly resign pursuant to the *Societies Act*; or
- iii. for cause.

5.7. The removal of a Director by the Executive Committee for cause pursuant to 5.6 iii above requires a two-thirds vote of all Directors then in office at a regular meeting of the Executive Committee or at a special meeting.

6.0 Committees

6.1 The Bargaining Preparation Committee is a committee whose Chair shall be appointed by the Executive no later than 18 months prior to the expiration of the Collective Agreement and shall report to the Executive. 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 its final form. 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 In addition to the members of the Bargaining Preparation Committee specified by these Bylaws, the Executive may appoint to the Committee members of the Association volunteering to be on the Committee.

6.3 The Executive shall appoint the members of the following Standing Committees, except for the Chairs of the Standing Committee and any other persons specified to be on a Standing Committee by these Bylaws. The Executive shall appoint the members of the Standing Committees from among the members of the Association volunteering to be on the Committee, and may also appoint any member of the Executive to any Standing Committee.

- a. The Member Services & Grievance Committee is responsible for overseeing the processing and resolution of complaints and grievances, and recommending for or against arbitration proceedings. The Committee reports to the Executive and carries out its activities to the approval of the Executive. Normally, a member from the Okanagan campus shall be on the Committee.
- b. The Equity Committee whose duties shall include identifying structural sources of ableism, bias, inequity and exclusion within policies, procedures or practices, and providing input and recommendations to the Executive Committee on how to reduce and eliminate these systemic barriers. The Committee shall facilitate and engage in networking, advocacy, and developing events and workshops that promote and advance social justice, equity, diversity, accessibility and inclusion within the Faculty Association, the University and the UBC Community more broadly. The Committee will consult with the Anti-Racism and Indigeneity Committee when appropriate and to identify areas for collaboration. The structure of the Committee will include working groups formed for the most common equity seeking groups with room to expand to new constituencies as they arise. The working groups shall also work collaboratively to ensure intersectional approaches to equity work and when convened in the larger Committee. Initial working groups of the Equity Committee shall include the Disability Working Group, Status of Women Working Group, 2SLGBTQIA+ Working group, and BIPOC Working Group. The working groups will report to the Chair of the Equity Committee. The Committee reports to the Executive and carries out its activities to the approval of the Executive.
- c. The Contract Faculty Committee whose duties shall include monitoring the status of contract members of the Bargaining Unit. The Committee shall bring to the attention of the Association matters which directly concern contract members of the Bargaining Unit and the implementation of Collective Agreement provisions concerning such members of the Bargaining Unit. The Committee shall promote the awareness of issues affecting contract members of the Bargaining Unit at the University of British Columbia. The Committee reports to the Executive and carries out its activities to the approval of the Executive.
- d. The Librarians and Archivists Committee whose 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. The Committee reports to the Executive and carries out its activities with the approval of the Executive.
- e. The Okanagan Faculty Committee which shall be composed of members of the Association employed by the University 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 the Association's members employed on the Okanagan Campus on all matters within the Association and carries out its activities to the approval of the Executive.

- f. The Anti-Racism and Indigenous Initiatives Committee whose duties shall include identifying sources of structural racism, anti-Blackness and colonialism within policies, procedures, or practices and providing input and recommendations to the Executive Committee on how to reduce and eliminate systemic barriers and other forms of anti-Blackness/anti-Indigenous/racial bias and discrimination. The Committee shall assess how to implement insights or issues arising from anti-racism and Indigenous initiatives such as, but not limited to, reports, strategic plans and surveys at the University and/or the Faculty Association. The Committee shall also engage in networking, advocacy, and developing educational activities, events and workshops that promote and advance anti-racism, social justice, reconciliation and decolonization within the Faculty Association, the University, and the UBC Community more broadly. The Committee will consult with the Equity Committee and/or working groups when appropriate and to identify areas for collaboration. The Committee reports to the Executive and carries out its activities to the approval of the Executive.

6.4 The Chairs of the Standing Committees shall submit a report to the annual general meeting of the Association.

6.5 The Executive may appoint such other committees and the Chairs thereof as it shall see fit, and may delegate to such committees such powers as it may see fit.

6.6 The members of all committees of the Association shall be members of the Association.

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

6.8 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.

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 The Association shall give members at least 14 calendar days' notice of all general meetings and of any special resolution to be put before a general meeting.

7.4 The Association shall send notice of a general meeting or a special resolution to a member by email to the member's University email account, in which case notice shall be deemed to have been received on the day it was sent.

7.5 No error or omission in giving notice of any meeting shall invalidate such meeting or make void any proceedings taken thereat.

7.6 The members of the Association may add a matter to the agenda of the annual general meeting or fall general meeting by providing the Executive with written notice of the matter (the "Proposal") at least three (3) weeks in advance of the meeting. Subject to the *Societies Act*, the Proposal must contain the names of, and be signed by, at least two and a half (2.5) percent of the Association's members.

- a. Subject to Section 7.6(b) below, if the Executive receives a Proposal meeting the above requirements, it shall include the Proposal and any other information required by the *Societies Act*, in the notice of the general meeting.

- b. The Executive is not required to comply with Section 7.6(a) if substantially the same Proposal was considered at any general meeting held during the two calendar years before the calendar year in which the meeting referenced in that Section is to be held.

7.7 Special general meetings of the Association shall be called:

- a. At the President's discretion; or
- b. At the written request of ten percent (10%) or more of the members, in accordance with the *Societies Act*.

7.8 The Association will hold its general meetings simultaneously for the Vancouver and Okanagan campuses of the University, through the use of electronic conferencing or such other means as determined by the Executive, which may include conducting the meeting online through an appropriate platform

7.9 In order to participate in a general meeting that is held exclusively in-person, a member must attend in person at either the Vancouver or the Okanagan meeting location. Participation in an in-person general meeting by telephone or other communications media, other than the electronic conferencing between the two meeting locations, is not permitted.

7.10 At any general meeting, the following business is ordinary business:

- a. the adoption of the agenda for the meeting;
- b. the approval of the minutes of a prior general meeting;
- c. the appointment of an auditor;
- d. consideration of the Treasurer's Report;
- e. consideration of the financial statements and the report of the auditor thereon, if any; and
- f. consideration of the Executive's Report to the members.

8.0 Quorum

8.1 No business, other than the adjournment or termination of the meeting, will be conducted at any general meeting at a time when a quorum is not present.

8.2 For all meetings of the Association a quorum of 20 members in good standing shall be required.

8.3. If, within 15 minutes from the time set for holding a general meeting, except when the meeting is for the purposes of dissolving the society, a quorum of members is not present,

- a. in the case of a meeting convened on the requisition of members, the meeting is terminated;
- b. in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the voting members who are present constitute a quorum for that meeting.

8.4. If a general meeting of the membership is held for the purposes of dissolving the society, the time to allow for a quorum is 30 minutes.

8.5 If, at any time during any general meeting there ceases to be a quorum of voting members present, business then in progress must be suspended until there is quorum present or until the meeting is adjourned or terminated.

9.0 Voting

9.1 The methods in which a vote of the members may be conducted are limited to the following:

- a. a show of hands at a general meeting; and
- b. an electronic ballot conducted outside of a general meeting.

9.2 Subject to the *Societies Act* and to Bylaw 9.3 and 9.5, the Executive shall decide the method by which a vote on a particular matter will be conducted.

9.3 If the Bylaws specify the method of vote for a particular matter, the vote shall be conducted by the method specified in the Bylaws.

9.4 Subject to Bylaws 9.2 and 9.3, the normal method of voting at a general meeting shall be by show of hands.

9.5. At a general meeting, the members in good standing present may by ordinary resolution decide that any question before the meeting which is set for a vote by show of hands shall not be decided at that meeting, but shall be decided later by an electronic ballot.

9.6 An electronic ballot shall be conducted in accordance with the following procedures:

- a. Subject to Section 4.6, the Association shall send to all members in good standing by email to each such member's University email account notice of:
 - I. the text of the resolutions to be voted on, or the names of members nominated for Executive positions;
 - II. the open and closing dates for casting a vote; and
 - III. instructions on how the member may cast a vote.
- b. The notice will be deemed to have been received by the member on the day it was emailed.
- c. A member in good standing shall have until 4:30 pm of the 14th calendar day following the date the vote opens to submit their vote.
- d. The person designated by the Executive shall determine the results of the electronic ballot and report the results to the Executive.

9.7 The Executive may place on the agenda of a general meeting for debate by the members present matters for which an electronic ballot will be held.

9.8 Voting by proxy is not permitted.

9.9 The voting threshold for an ordinary resolution passed:

- a. in general meeting a simple majority of the votes cast in person by the members in good standing; or
- b. in an electronic ballot shall be a simple majority of the votes cast by the members in good standing.

9.10 A $\frac{3}{4}$ voting threshold shall apply for special resolutions passed at a general meeting or in an electronic ballot, unless a different voting threshold is specified in the *Societies Act* or these Bylaws for a special resolution in respect of a particular matter, in which case that specified voting threshold shall apply.

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 Auditors

11.1 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 their examination.

12.0 Borrowing Powers

12.1 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 (2/3) majority of members in good standing voting at a general meeting or in an electronic ballot. No debenture shall be issued without the sanction of a special resolution with a two-thirds (2/3) voting threshold.

13.0 Records

13.1 In accordance with the *Societies Act* and subject to Section 13.2, members may inspect and obtain copies of the records of the Association is required by that *Act* to keep.

13.2 Members are not permitted to inspect or obtain copies of the following records:

- a. subject to Section 13.3, the portions of Executive meeting minutes and Executive consent resolutions that contain the personal information of any individual other than the applicant member; and
- b. the Association's accounting records, other than the Association's budgets and financial statements.

13.3 Despite Section 13.2(a), a member is entitled to inspect or obtain a copy of any portion of Executive meeting minutes and Executive consent resolutions which evidence a disclosure or interest by a member of the Executive or the Executive Director.

13.4 The Association may impose a reasonable period of notice before which, and reasonable restrictions on the times during which, a member may inspect a record.

13.5 The Association may impose a reasonable fee, which must be paid by a member before obtaining a copy of a record.

14.0 Collective Bargaining

14.1 The Association may negotiate a master agreement and subsidiary collective agreements on behalf of all persons in the Bargaining Unit. A master agreement means a collective agreement that governs generally, for all persons in the Bargaining Unit, matters such as salaries, conditions of appointment, economic benefits, and other matters relating to their professional position.

14.2 No collective agreement shall take effect until it has been ratified by a majority of those voting in an electronic ballot conducted among all persons in the Bargaining Unit covered by the agreement.

15.0. Minority Protection

15.1 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 the Bargaining Unit 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 members of the Bargaining Unit 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.

15.2 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.

16.0 Amendments to the Constitution and Bylaws

16.1 The Association's Constitution or Bylaws will not be altered except by a special resolution.

16.2 A $\frac{3}{4}$ voting threshold shall apply for special resolutions approving the alteration of the Constitution or Bylaws passed at any general meeting, or in an electronic ballot.

16.3 If a proposed special resolution for the alteration of the Constitution or Bylaws will be submitted to an electronic ballot, it must be placed before the membership for debate at a general meeting, before the opening date of the voting period.

16.4 The text of any proposed special resolution altering the Constitution or Bylaws shall be included in the notice of a general meeting at which the resolution will be put to a vote, or at which the resolution will be debated prior to an electronic ballot on the resolution.

16.5 Any alteration of the Constitution or Bylaws will take effect on the date an alteration application is filed with the Registrar of Companies of the Province of British Columbia in accordance with the *Societies Act*.

16.6 The right to decline membership in the Association or not to continue as a member conferred by Section 15.1 of these Bylaws shall not be removed or abridged.

16.7 The protection to minority rights conferred by Section 15.2 shall not be amended or removed from the Bylaws:

- a. without the approval of a majority of members voting in each Faculty at a meeting called for that purpose; and
- b. 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.

16.8 If by electronic ballot, the membership of the Association should at any time reject collective bargaining, the restrictions on amendment to the Bylaws contained in Sections 16.6 and 16.7 above shall cease to have effect.