



BYLAW ALTERATION APPLICATION

BC Society • Societies Act

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NAME OF SOCIETY: **THE UNIVERSITY OF THE FRASER VALLEY FACULTY & STAFF ASSOCIATION**

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SUMMARY OF BYLAW ALTERATION APPLICATION

Special Resolution Date: April 30, 2018

Our Society is altering a provision that was either a previously unalterable provision or a reporting society provision.

NOTE: The complete Bylaws, as uploaded, appear at the end of this report.

CERTIFICATION

I, Harmandeep Dhaliwal, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.



NOTE: The complete Bylaws, as uploaded, continue on the next page



UNIVERSITY OF THE FRASER VALLEY

FACULTY & STAFF ASSOCIATION

CONSTITUTION

and

BY-LAWS

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UNIVERSITY OF THE FRASER VALLEY
FACULTY & STAFF ASSOCIATION

CONSTITUTION

1. The name of the Society is "The University of the Fraser Valley Faculty and Staff Association".
2. The objective of the Society is to promote and protect the welfare and professional interests of the Association membership in the University.
3. The operations of the Society are to be chiefly carried on in the University of the Fraser Valley region.
4. In the event that the Association should at any time be dissolved, the remaining assets after payment of all debts and liabilities shall be turned over to a recognized charitable organization in the province or elsewhere in Canada as directed by the members. This provision is unalterable.

BY-LAWS

1. Membership

- 1.1 a) Membership in the Association is open to all members of the bargaining unit as defined by the Collective Agreement between the Association and the University of the Fraser Valley.
- b) A member in good standing shall be any person who is qualified for membership as stated in a) above and who has paid the required membership fee, and who has not been dismissed from the Association as provided for in 1.2.

- c) A person ceases to be a member of the UFV Faculty and Staff Association when his/her rights under the Collective Agreement have expired and dues are no longer paid.
- d) Honourary Lifetime Membership status for FSA Executive members who are retired. Although this status is honorary, it does carry with it some privileges. This may be given out to one member in a given year.

Criteria:

- i. Has served on the FSA Executive for at least 3 years
- ii. Has made a significant contribution to the membership through union activities
- iii. Is nominated by 3 members of the FSA and accepts
- iv. Is recommended by the FSA Executive by majority vote and brought to the next Annual General Meeting for ratification by the membership.

This status permits the person to attend FSA Executive meetings, Annual General Meetings, and other functions of the FSA by invitation from the FSA Executive. While in attendance at meetings, the person with Honourary Lifetime Membership status has a voice in all debate, but shall be without a vote.

- 1.2 Any member whose actions, behavior, or activities are deemed to bring discredit or damage to the Association may be dismissed by special resolution of the membership present and entitled to vote, at a properly convened general meeting, provided:

- a) The member in question has been informed in writing and in detail of the nature of the charges against him/her;
- b) The member has been invited to attend a meeting with the Association President and respective Contract Administrator and given the opportunity to reply to the charge that he/she has acted in a manner calculated to bring discredit or cause damage to the Association;
- c) The member has been invited to attend a meeting of the Executive Committee and given the opportunity to reply to any and all charges levied against him/her;
- d) The member is allowed the opportunity of being represented.

2. General Meetings

- 2.1 The Annual General Meeting of the Association will be held in April, May or June of each year at a time and place to be designated by the Executive Committee, in accordance with the Societies Act.
- 2.2 Every general meeting, other than an annual general meeting, shall be called an extraordinary general meeting.
- 2.3 The Executive Committee may, whenever they consider it necessary, convene an extraordinary general meeting.
- 2.4 Notice of a general meeting shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business. The accidental omission to give notice of any meeting to, or the non-receipt of any notice by, any of the members entitled to receive notice shall not invalidate any proceedings.
- 2.5 The minutes of all meetings and general meetings shall be made available to members in the main Faculty & Staff Association office and on the FSA website.

3. Proceedings at General Meetings

- 3.1 No business, other than the election of a Chairperson and the adjournment of the meeting, shall be conducted at any general meeting at any time when a quorum is not present. If at any time during a general meeting there ceases to be a quorum present, any business then in progress shall be suspended until there is a quorum present, or until the meeting is adjourned or terminated as the case may be.
- 3.2 For the purpose of these By-Laws, a quorum of the Association shall consist of thirty (30) members in good standing of the Association present and entitled to vote at a general meeting of the Association.
- 3.3 The President of the Association, or in his/her absence, one of the Vice-Presidents, or in the absence of all of them, any member of the Executive Committee present, shall preside as Chairperson of every general meeting.
- 3.4 When all those in attendance decide by a majority vote a general meeting shall be conducted according to procedures as outlined in Roberts' Rules of Order.

- 3.5 Voting by proxy will be allowed at a general meeting, with the understanding that:
- a) The proxy is not permanent and entitles a member to vote at only one meeting. Adjournment will void the proxy; and
 - b) The recording secretary of the general meeting has received written notice prior to the meeting including the name and signature of the person authorized to vote in the member's place, and the date of the general meeting where the member wishes to vote by proxy.
- 3.6 If a vote of **two-thirds** of the members at a general meeting deems it necessary, a mail ballot shall be held
- 3.7 All balloting will be conducted as per the Faculty & Staff Association Policy on Voting Procedure. **(See Appendix A)**
- 3.8 Votes on revenue and expenditure initiatives will be conducted in accordance with FSA Policy on Revenue and Expenditure Initiatives. **(See Appendix B)**
- 3.9
- a) The results of a vote, including the number of ballots cast and the number of votes for, against, and spoiled, shall be made available to both the members and the employer.
 - b) All employees in a bargaining unit, whether or not they are members of the union, may participate in votes held by a trade union of its members on a question of whether to strike or whether to accept or ratify a proposed collective agreement.

4. Appointment and Removal of Directors and Officers and Their Duties and Powers

- 4.1 The Executive Committee shall consist of: the President, the Staff and Faculty Vice-Presidents, the Staff and Faculty Contract Administrators, the Secretary-Treasurer, the Chief Negotiator, the Agreements Chair, the Communications Chair, the Past President and the following chairpersons or representatives of standing committees including Professional Development, Job Classification Audit, Occupational Health & Safety, Status of Women, Human Rights, Non-Regular Employees, Social Committee, and Decolonization, Reconciliation and Indigenization.

- 4.2 Procedures for nomination and election and the term of office for all officers of the Association except as noted shall be as follows:
- a) Nominations for an office shall be open three weeks prior to the Annual General Meeting and shall close at the Annual General Meeting. Following confirmation of validity by the Returning Officer, the names of nominees and their respective nominators are to be made available to members as they are received.
 - b) Election of officers shall be conducted by a secure ballot within one week after the Annual General Meeting; or, when only one nominee is put up, the Chair shall declare that the nominee is elected, thus effecting the election by unanimous consent or “acclamation”;
 - c) Officers of the Executive shall be elected for a term of two years. The President, VP Staff, Faculty Contract Administrator, Secretary-Treasurer, FPSE Status of Women Representative, FPSE Non-Regular Employees Representative, Social Committee Chair, and the Communications Chair will be elected in years alternate to the election of the VP Faculty, Agreements Chair, Staff Contract Administrator, FPSE Human Rights & International Solidarity Representative, FPSE Decolonization, Reconciliation, and Indigenization Representative, Professional Development Committee Chair, Occupational Health and Safety Committee Co-Chair, and Chief Negotiator. This is to ensure some continuity of knowledge and experience on the executive committee.
 - d) The Job Classification Audit Committee Co-Chairperson shall be elected by the FSA representatives on that respective committee for a term of three years.
 - e) The position of Past President, if declined by the outgoing President, may be filled by appointment of a previous President by the incoming Executive Committee.
 - f) To allow a transition period after the elections in May, newly elected officers of the FSA will normally take office on June 1st (except in the event of replacement).
- 4.3 Any candidate for office as an officer of the Association must be a member in good standing at the time of nomination, and his/her nomination must be made by a member in good standing at such time of nomination. A member cannot accept a nomination for more than one position on the executive within the same election.

- 4.4 The Executive Committee has power to appoint any person as an officer to fill a casual vacancy in the Executive Committee.
- a) A casual vacancy arises when a member of the Executive Committee:
- i) Dies,
 - ii) Resigns mid-term,
 - iii) Is on leave and unable to execute their duties or has not attained approval for the leave from the Executive Committee.
 - iv) Is no longer a member in good standing, as described in 1.1,
 - v) Has been removed from the Executive Committee for failure to regularly attend meetings without the permission of the Executive or has not responsibly carried out the assigned duties of the position to which they were elected, as provided for in 5.18,
 - vi) Has been removed or stepped down from the Executive Committee as a result of a perceived or material conflict of interest, as described in 5.19.
- b) Any officer so appointed may hold office only until the conclusion of the next following Annual General meeting of the Association, but is eligible for election at that meeting.
- c) If it becomes necessary that a person hold more than one position on the Executive, then there will be only one vote allowed for the person holding those positions.
- 4.5 The Executive Committee may meet at such places as it sees fit for the dispatch of business. A quorum for the Executive meeting shall be seven (7) executive members. The President shall call meetings of the Executive Committee as required and at least quarterly. In addition, the President must call a meeting upon receipt of a request in writing by no less than three members of the committee requiring that a meeting be held.
- 4.6 The membership may remove any elected officer by a special resolution in accordance with the BC Society Act.

5. Duties of Officers

Unless otherwise noted below, all Officers listed below are voting members of the FSA executive and are expected to attend executive and relevant committee meetings and make regular reports to the executive and to the membership.

- 5.1 **Duties of the Past President:** The Past President shall serve in a non-voting, ex-officio capacity and shall provide background information to the Executive Committee on matters previously discussed, and shall provide any necessary assistance as requested by the current President.
- 5.2 **Duties of the President:** The President shall preside over meetings of the Executive Committee and over all general meetings of the Association. The President is empowered to ensure compliance with the Constitution and to uphold rules of order. He/she shall, in collaboration with Executive Committee members, exercise a general care over and supervision of all matters of the Association, including the FSA office, and the supervision and performance appraisal of FSA staff. The President may be an ex-officio member of all Faculty & Staff Association committees. The President is expected to attend all UFV Board of Governors meetings, Labour and Management committee meetings, Federation of Post Secondary Educators (FPSE) Presidents' Council meetings and will delegate other FPSE duties and responsibilities as required. The President will also serve as a signing officer for FSA financial matters.
- 5.3 **Duties of Faculty Vice-President:** The Faculty Vice-President may assume all the responsibilities and duties of the President in his/her absence, including chairing meetings, setting agendas, attending meetings, etc. He/she shall serve as a liaison between faculty constituency and the FSA Executive. The Faculty Vice-President shall be an active participant in the committee work of the Association, in particular, shall be a member of the Finance Administration Committee, the Contract Committee, and the Communications Committee, and shall actively assist and support the Faculty Contract Administration Chair as required. He/she will be a signing officer for FSA financial matters.
- 5.4 **Duties of Staff Vice-President:** The Staff Vice-President may assume all the responsibilities and duties of the President in his/her absence, including chairing meetings, setting agendas, attending meetings, etc. He/she shall serve as a liaison between staff constituency and the FSA Executive. The Staff Vice-President shall be an active participant in the committee work of the Association, in particular, shall be a member of the Finance Administration Committee, the Contract Committee, and the Communications Committee, and shall actively

assist and support the Staff Contract Administration Chair as required. He/she will be a signing officer for FSA financial matters.

5.5 **Duties of the Agreement Chair:** On the recommendation of the Executive Committee, and where necessary when ratified by the membership, the Agreement Chair will discharge Memoranda of Understanding and Letters of Agreement related to the Collective Agreement. As a member of the joint Agreement Committee, he/she deals with questions of clarification of language in the Collective Agreement. In consultation with other members of the Executive Committee, he/she shall review ongoing policy initiatives for compliance with the Collective Agreement. The Agreement Chair will call meetings of the Agreement Committee to clarify, interpret, and recommend Memoranda's of Understanding, Letters of Agreement, or policy initiatives. The Agreement Chair must communicate all decisions of the Agreements Committee to the Contract Administration Chairs and the Chief Negotiator. (See article titled 'Agreement Committee' in the Collective Agreement for duties of this committee)

5.6 **Duties of the Secretary-Treasurer:**

- a) The Secretary-Treasurer shall be the Chief Financial Officer of the Association. All cheques drawn on the Association's accounts will be signed by the Secretary-Treasurer and the President or by two of four signing officers with one signer being either the Secretary-Treasurer or the President. The two additional signers are named as signing officers by the Executive Committee. The Secretary-Treasurer shall be in charge of books, documents, files and effects of the Association which shall reasonably be subject to inspection by the President and the Executive Committee or any Association member in good standing, subject to the Association's duty to remain compliant with the Personal Information Protection Act (PIPA).
- b) The Secretary-Treasurer shall prepare a financial statement of the Association for each meeting as required by the Executive Committee. The Secretary-Treasurer shall have the books of the Association reviewed each year by a registered accountant selected and approved by the Executive Committee. Such reviews shall be furnished annually to the Executive Committee and published to the membership.
- c) The Secretary-Treasurer will represent the FSA in bargaining with CUPE regarding the FSA office staff. He/she will also supervise the FSA Administrative Assistant – Financial including conducting performance appraisal.

- d) The Secretary-Treasurer shall, subject to the approval of the Executive Committee, invest the surplus funds of the Association in the name of the Association, in accordance with the relevant laws of British Columbia.
- e) The Secretary-Treasurer shall be bonded in such amount as shall be determined by the Executive Committee.
- f) The Secretary-Treasurer shall act as Privacy Officer and shall be responsible for ensuring compliance with PIPA.
- g) The Secretary-Treasurer shall be responsible for submitting from revenue any affiliation fees.
- h) The Secretary-Treasurer shall act as Returning Officer for all voting that takes place pursuant to Article 3.7. In the event that the Secretary-Treasurer is unable to perform this function, the Executive committee shall appoint another Executive member in his/her place.
- i) The Secretary-Treasurer shall submit a written report on the administration of his/her office to the Annual General Meeting.
- j) The Secretary-Treasurer will chair the Finance and Administration Committee.

5.7 **Duties of the Chief Negotiator:** The Chief Negotiator shall represent the Faculty & Staff Association and lead the negotiations team in matters related to the Collective Agreement. He/she will negotiate the local Collective Agreement with UFV Board Representatives. He/she will convene and chair the Contract Committee (see committees below), survey the membership to determine bargaining priorities, and prepare contract language. He/she shall report on a regular basis to the Executive Committee and to the general membership as required, on all matters relating to contract negotiations.

5.8 **Duties of the Communications Chair:** The Communications Chair will maintain and work to improve regular and effective communications between officers and members, and among members. He/she will assist the President in maintaining good communication between the Association and the surrounding communities as need be. He/she will review and edit printed and electronic communications issued by the FSA Executive to members and the surrounding communities. The Chair will direct the management of content on the FSA website. He/she will consult with the Communications Committee as needed.

5.9 **Duties of the Faculty Contract Administrator:** The Faculty Contract Administrator will be responsible for handling individual faculty matters related

to contract and workplace administration. He/she must be familiar with the terms of the Collective Agreement, and with the decisions of the Agreements Committee, and will provide relevant information and advice to any Association faculty member who has concerns about workplace issues. In consultation with other members of the Executive and/or Faculty Stewards, he/she will initiate grievances when appropriate according to the Collective Agreement and the internal FSA grievance process (See Appendix D for Internal Grievance Procedure). The Faculty Contract Administrator may engage the participation and assistance of the Vice Presidents in any contract administration work. The Faculty Contract Administrator will represent the FSA on SACs and perform the observer role in SACs. He/she will also supervise and provide training for Faculty Stewards.

- 5.10 **Duties of the Staff Contract Administrator:** The Staff Contract Administrator will be responsible for handling individual staff matters related to contract and workplace administration. He/she must be familiar with the terms of the Collective Agreement, and with the decisions of the Agreements Committee, and will provide relevant information and advice to any Association staff member who has concerns about workplace issues. In consultation with other members of the Executive and/or Staff Stewards, he/she will initiate grievances when appropriate according to the Collective Agreement and the internal FSA grievance process (See Appendix D for Internal Grievance Procedure). The Staff Contract Administrator may engage the participation and assistance of the Vice Presidents in any contract administration work. The Staff Contract Administrator will represent the FSA on SACs and perform the observer role in SACs. He/she will also supervise and provide training for Staff Stewards.
- 5.11 **Duties of the Social Committee Chair:** The Social Committee Chair will be responsible for organizing FSA social events. He/she shall also make regular reports to the Executive Committee.
- 5.12 **Duties of the Professional Development Committee Chair** shall co-chair the Joint Professional Development Committee and ensure that divisional allocations for professional development reflect the Association's and the University's commitment to professional development for all employees of the University. The Committee will consist of members outlined in the Terms of Reference. He/she shall make regular reports to the Executive members on the proceedings of the P.D. Committee.
- 5.13 **Duties of the Occupational Health and Safety Committee Co-Chair** shall co-chair the Joint Occupational Health and Safety Committee(s) to ensure that unsafe, hazardous, or dangerous conditions within the work environment are reported to the University and to respond to and investigate members' complaints about

such conditions. The OH&S Co-Chair shall make regular reports to the Executive Committee. In consultation with the FSA executive, the OH&S Co-Chair may delegate responsibility to another FSA member for participation in OH&S sub-committees, as well as related FPSE committees.

5.14 **Duties of the Job Classification Audit Committee Co-Chair** shall serve in a non-voting capacity and shall co-chair the Job Classification Audit Committee to ensure that the Faculty & Staff Association commitment to the job evaluation system is carried out. The JCAC Co-Chair shall make regular reports to the Executive Committee on the proceedings of the JCAC, and from time to time establish suitable forums for providing informational workshops on the classification system to member staff.

5.15 **Duties of the FPSE Representatives:**

- **Non-Regular Employees Rep** shall promote the interests and needs of non-regular employees and, when feasible, chair a committee to address both the current and future needs of non-regular employees and shall make regular reports to the Executive Committee.
- **Human Rights & International Solidarity Rep** shall promote human rights protection and education among the faculty, staff, students and administrators and, when feasible, chair a committee including faculty and staff and shall make regular reports to the Executive Committee.
- **Status of Women Rep** shall promote activities which contribute to an improvement in the status of women. Such activities should address both the current and future needs and interests of women. The Chairperson shall, when feasible, chair a committee including faculty and staff and shall make regular reports to the Executive Committee.
- **Decolonization, Reconciliation and Indigenization Committee Rep** shall work towards the strategic goal of supporting decolonization, reconciliation and Indigenization on university campuses. They shall, when feasible, chair a committee including faculty and staff and make regular reports to the Executive Committee.

5.16 **Standing Committees:**

Standing committees of the Association shall be established for the following purposes, and the chairpersons of such standing committees shall assume the duties as described:

- a) **The Finance and Administration Committee** shall normally consist of the Secretary-Treasurer, President, and Faculty and Staff Vice Presidents. This

committee shall consider and report to the Executive in all matters involving the Association expenditures and income and all matters related to office personnel and administration.

- b) **The Contract Committee:** In addition to the Chief Negotiator, the Contract Committee shall ordinarily include the Faculty and Staff Vice-Presidents, Faculty and Staff Contract Administrators, and one representative of non-regular employees, and other such members as the Chief Negotiator and Executive Committee deem appropriate.
- c) **The Communications Committee** shall include the Communications Chair (chair), President, Faculty VP and Staff VP, and shall formulate and revise communications policy.
- d) **The Stewards Committee** shall consist of all the Faculty and Staff stewards and will be chaired jointly by the Faculty and Staff Contract Administrators, and shall enable the work of the stewards as outlined in the Steward Policy (See Appendix D).
- e) **The Agreement Committee** is composed of two (2) representatives of the University and two (2) representatives of the Association, and is co-chaired by the FSA Agreement Chair. The terms of the committee are outlined in Article 32 of the Collective Agreement.
- f) **The Social Committee:** In addition to the Social Committee Chair, the Social Committee shall include both faculty and staff representatives, who will promote social functions within the UFV community. The Social Committee will make recommendations to the Finance and Administration Committee regarding plans and expenditures relating to social events. Expenditures for social events must be pre-approved by the Finance and Administration Committee.
- g) **Constitution Review Committee:** The Constitution Review committee is responsible to ensure that proposed changes to the constitution are brought forward to the membership for ratification at the Annual General Meeting each spring. Members of this committee will be appointed by the executive each year.

- 5.17 It is the expectation that all Executive members attend Executive meetings, and submit reports to the Executive Committee as well as to the Communications Chair for *Words & Vision*. It is also expected that members attend relevant FPSE committee meetings and report back to the Executive Committee at the next Executive meeting.

- 5.18 Any member of the Executive Committee not attending meetings on a regular basis and/or not responsibly carrying out assigned duties will be given advice and assistance from the President. If the neglect of duties continues, a majority of the Executive may vote to replace the officer for the remainder of his/her term.
- 5.19 A conflict of interest arises when an Executive member of the Association engages in any activities which interfere with his or her efficient and independent performance of Association duties, or may be so perceived by a reasonable person. If any member acting on behalf of the Association is faced with a situation involving a conflict of interest, or is in any doubt that a conflict of interest exists, he or she is advised to discuss the circumstances with the Executive Committee.

An Executive member who finds him or herself in a perceived or material conflict of interest regarding his or her union duties should report this to the FSA Executive and make any arrangements that are deemed necessary.

6. Functions and Powers of the Executive Committee

- 6.1 The Executive Committee shall determine and interpret Association policy and shall transact all business of the Association.
- 6.2 The Executive Committee may, from time to time, delegate the discussion and resolution of Association business to a smaller group of officers. In any event, authority over all Association business shall remain with the Executive Committee as accountable to the general membership.
- 6.3 The Association representatives to the Labour and Management Committee (LAM) shall normally consist of the President and Agreements Chair, accompanied by such other Executive members as may be needed to ensure representation of both faculty and staff. Other Association members may be invited for the discussion of a particular issue. The LAM Committee shall provide a joint labour management forum for the discussion of emergent issues of mutual concern.
- 6.4 The Executive has the authority to poll faculty or staff separately on matters that affect only the faculty or only the staff.
- 6.5 No officer shall sign agreements without approval of the Executive Committee. The Executive Committee determines whether such agreements require ratification by membership.

7. Area Stewards

- 7.1 Area Stewards shall represent fellow members under the guidance of the relevant Contract Administrator and promote union consciousness and values in the workplace. They will communicate and disseminate official union policy, communications, and directives to members in their area. (see Appendix D for Steward Policy)

8. Borrowing Powers

- 8.1 The Association shall have such borrowing powers as may be determined by special resolution of a general meeting of the membership.

9. Alteration of By-Laws

- 9.1 The Association, by special resolution, may change its Constitution (its name, objects or locality of operations), so as to include some object or objects that may conveniently or advantageously be combined with the existing objects of the Association, or so as to restrict or abandon any object specified in the Constitution and/or By-Laws.
- 9.2 No change pursuant to 8.1 shall take effect unless it is approved in writing by the Registrar of Companies.
- 9.3 For purposes of 8.1, a special resolution is a resolution passed by not less than **three-fourths** of the members in good standing of the Association present at a general meeting of the Association.

VOTING PROCEDURE

PUBLICITY OVER VOTES

Members will be notified in writing about all votes to take place, well in advance. At the beginning of the voting period as far as practical, members will be again notified in writing about a vote taking place. It is the responsibility of the Returning Officer [Secretary-Treasurer, see 5.5 h)] to report to the Executive Committee and to the membership about the turnout of all votes during the year.

VOTERS LIST

A voters list will be maintained of all eligible voters on any matter brought to a vote.

BALLOTS

Association voting for annual elections, contract ratification, or possible job action will be administered both by paper ballot and electronically. Members will have the choice to vote electronically or with a paper ballot, but not both. All other votes including by-elections may be administered electronically.

POLLING PERIOD

Voting is to take place over three business days. Advance polling may take place for an additional three days prior to the regular poll. The Returning Officer may extend a vote in exigent circumstances, such as inclement weather or other factors leading to an unusually poor turnout. Such variations are to be reported to the Executive Committee.

Polls are open during regular University business hours (8:30 - 16:00 hours) and in the evenings as required.

POLLING STATIONS

For regular day-time voting, polling stations will be established in Abbotsford, Chilliwack and Mission.

BALLOT COUNTING AND VERIFICATION

Once the vote is completed, Faculty & Staff Association Executive and/or Faculty & Staff Association staff will verify that all those who cast votes were eligible to vote. If there are a number of ineligible voters or irregularities sufficient in number to affect the outcome of the vote, then this is to be reported by the Returning Officer to the Executive Committee with recommendations for an appropriate action. Such actions might include, among others, setting aside the results, or calling for a new election. Vote results are to be published by the Returning Officer.

REVENUE AND EXPENDITURE INITIATIVES

1. The Finance and Administration Committee will consider and recommend to the Executive Committee all revenue and expenditure matters of the Association.
2. Revenue and expenditure decisions covered by an existing policy may be discharged by the Finance and Administration Committee without further consideration by the Executive Committee. All decisions of the Finance and Administration Committee are recorded in minutes, and reported to the Executive Committee. The Finance and Administration Committee may submit any matter for review and or decision by the Executive Committee and the Executive Committee may review and alter any recommendation or decision of the Finance Administration Committee following a notice of motion.
3. Association members may initiate any revenue or expenditure proposal but must enable sufficient time for full consideration by the Finance and Administration Committee and the Executive Committee prior to a vote by the membership. Such initiatives require a minimum of 30 days' notice.
4. All revenue or expenditure initiatives outside the existing budget with a value greater than 1% of the previous year's gross revenues require approval by vote of the membership. Such initiatives of lesser value may be considered by normal policy under 1 above.

Internal Grievance Procedure Policy

Grievances are among the most important means of protecting and asserting the rights of our members.

The steps in a grievance are delineated in the Collective Agreement, Article 7. However, these steps are described in terms of the interaction between the FSA and the UFV Administration. The FSA must also take internal steps to decide when it will begin a grievance and how it will respond to Administration's offers during the grievance process.

This document outlines the grievance process as it occurs within the FSA in order:

- To ensure consistent and professional handling of grievances
- So that our members can understand how their union handles complaints/grievances.

Principles and/or Assumptions:

1. Grievances will be handled according to the Collective Agreement, following the process as outlined in Article 7.
2. Confidentiality is crucial in handling grievances. Stewards and Contract Administrators will protect the identity of individuals whose cases they are handling. However, members involved in grievances should be informed at the beginning of a consultation that other members of the FSA Executive may be involved in the discussion and resolution of grievances. The member can then make an informed decision on what information to share. The whole Executive must be aware of the need for confidentiality, and all discussion of grievances will be conducted in camera.
3. The decision to pursue a grievance belongs to the FSA, not to individual members. Although always protecting the rights of individual members, the FSA is responsible for choosing to pursue a grievance, based on evidence of violation of the collective agreement, and of the ramifications for the membership at large. It is usually beneficial to work problems out before initiating a formal grievance, so the FSA needs to remain both reasonable and flexible. However, the FSA will not shy away from grievances either of an individual or a policy concern if a grievance is needed to protect our members' rights or to propel a long-standing dispute to resolution.

4. Grievances should not be handled in isolation; this would leave the contract administrators too vulnerable, and would bypass the opportunity to garner suggestions that might resolve the issues. Opportunities for consultation should be available throughout the process.
5. The contract administrators will make regular reports to the FSA executive, including grievances, at what stage they are, and what general principles and/or contract violations are guiding the grievance(s). This will be done in a way which protects the identity of the members involved.
6. Contract administrators or the President should feel free to consult with the FPSE representative (or other outside legal counsel if necessary) at any point in the process, if assistance is needed.
7. Faculty and staff contract administrators should consult with each other before proceeding to the formal stage of any grievance and during the various stages of a grievance.
8. Before deciding to recommend that a grievance should proceed to arbitration, the contract administrators should have the support of an FSA Grievance Review Committee (GRC) to make the decision.

FSA Process for Handling Grievances or Potential Grievances:

1. An individual query may be handled by either an area steward or the faculty or staff contract administrator. As stipulated in the FSA Constitution, the Contract Administration Chairs “are responsible for handling individual membership matters related to contract and workplace administration . . . and will provide relevant information and advice to any Association member who has concerns about workplace issues.”
 - If other members of the executive or of the FSA office staff are approached with an issue, they should refer the individual (or the question) to the appropriate contract administrator.
 - In cases where a potential conflict of interest might exist with a particular contract administrator, the other contract administrator will deal with the case or else an area steward or another executive member may handle the case through Step 1. Note that in the case of a conflict of interest, contract administrators have the ability to delegate their role to the appropriate staff or faculty vice-president.
 - Stewards or other designate who are handling Step 1 of a formal grievance must always do so in consultation with one of the Contract Administrators.
 - Consultation between the Contract Administrators will normally take place at this stage.
2. When an issue is considered for a grievance, either by an individual member or by the Executive itself, the two contract administrators (or designates) and the president will decide whether a grievance is the best option for dealing with the concern. Where the issue has been raised by a member with a steward, or raised directly by a steward, the steward can attend meeting with voice but no vote. The advice of the FPSE Labour representative should be sought at this or any stage of the grievance process.

The decision of this committee will be conveyed to the FSA Executive as a whole in the Contract Administrator's regular report.

3. When the decision is to proceed with a grievance, written notice of the grievance should be sent to the FSA president as well as the other parties identified in the Collective Agreement.
4. Before proceeding to Step 2 of the grievance process as outlined in Article 7, the two contract administrators, or in the case of a conflict of interest, one contract administrator and the other's designate and, if relevant, the area steward, should consult with the FSA president to discuss the grievance and the difficulties with resolution.

If there is no agreement within this group on proceeding with a grievance, the contract administrator will consult with the FPSE representative, and will make the decision about whether to proceed.

It is understood that if the grievance proceeds to Step 2, the steward will turn the case over to one of the contract administrators.*

5. Before proceeding to Step 3, the Grievance Review Committee (GRC) will meet to discuss the case and make a decision about whether to proceed to Step 3. The GRC will consist of two contract administrators, or in the case of a conflict of interest, one contract administrator and the other's designate, the two FSA Vice-Presidents and the FSA President, as chair. The contract administrator should also consult with the FPSE representative, and convey his or her opinion before the committee makes a decision about whether to proceed.

If the GRC recommends that the grievance not be pursued to Step 3, the member has the right to appeal this decision. The member may make a request to the president to convene a review panel and review the decision. See below for appeal process.

6. As required by FPSE protocol, prior to any decision to pursue a grievance to Step 4, or arbitration, the FSA executive must approve this action.
 - a. Such approval is required when FPSE takes a grievance to the GARC (FPSE's grievance arbitration review committee) for their assessment.
 - b. The FSA Grievance Review Committee will meet to consider the case and prepare a formal recommendation for the FSA Executive. To preserve the anonymity of any individuals involved, the recommendation will be limited to which general principles and/or contract violations are guiding the grievance(s) and whether the case appears strong enough to have a chance of success at arbitration.
 - c. The FSA executive will meet in camera and will review the recommendation of the Grievance Review Committee before voting on approval.

- d. If the FSA votes to approve the recommendation, the grievance will be forwarded to the FPSE GARC (Grievance Assessment Review Committee). The decision of GARC is binding on the FSA and cannot be appealed by the FSA or the member.

* The Collective Agreement lays out timelines for each step of a grievance. It is understood that any stage of this process may be streamlined by the FSA if necessary to complete the grievance steps on time.

Appeal Process:

If the GRC decides not to pursue a grievance to Step 3, the member may appeal the decision according to the steps below. However, deadlines imposed by the Collective Agreement must be considered and adhered to, and the FSA President will be responsible for ensuring that Collective Agreement deadlines are met or can be extended through agreement with UFV's management.

1. The member should contact the FSA president in person or by email within three business days of receiving notice that the grievance will not be pursued, and ask that this decision be reviewed by an FSA Grievance Appeal Panel (GAP). If the President is not available to convene a panel, he or she will appoint an executive member as a designate. The panel will consist of at least three (3) executive members or stewards, and will be chaired by an executive member who has had experience in handling grievances. The importance of confidentiality will be stressed to the GAP members.
2. The president or designate will be responsible for the panel's organization and will designate a chair and schedule the GAP hearing. The president will also request written submissions from the appellant (the griever) and the respondent (contract administrator or designate), and will forward these to the GAP members. The president will ensure the timelines of the Collective Agreement grievance articles are met and will provide appellant, respondent, and GAP members with suitable deadlines. The president will provide the GAP with procedural guidance to ensure the hearing is conducted according to principles of administrative law and natural justice.
3. The GAP will hear and discuss the case, and a decision will be made either by consensus or by majority vote to uphold or overrule the contract administrator's recommendation.
4. Within two business days of the GAP hearing, the GAP's decision will be written by the panel chair and submitted to the FSA president who will forward it to the appellant and respondent. The decision will be binding on the member and the FSA.

Members will be made aware of further possibilities of appeal through the BC Labour Code.

STEWARD POLICY

Staff Stewards / Faculty Stewards

Stewards are elected to represent specific areas for a period of one year with an option to renew for a second year. Any candidate for election as a steward of the Association must be a member in good standing at the time of nomination, and their nomination must be made by a member in good standing at such time of nomination. A member may not accept a nomination for more than one steward position in the same election and may not hold more than one steward position simultaneously. Stewards do not hold executive office but may attend FSA Executive meetings with voice but no vote.

1. Compensation:

The stewards will receive a stipend of \$350 per year for expenses such as internet connections at home, printer cartridges, stationery supplies, mileage and travel. In addition, members are able to submit requests for extraordinary items to the Finance Committee.

2. Expectations

Stewards are required to participate in a short training workshop with respect to the Collective Agreement, the role of the steward in contract administration, and what to do when approached by a colleague with questions. This workshop is conducted annually. In addition, the FSA may provide other workshops on topics of interest to Stewards from time to time. The FSA will cover replacement costs when required.

3. Duties of Stewards

- Respond to inquiries from fellow members about their rights and responsibilities under the Collective Agreement.
- Represent fellow members under the guidance of the relevant Contract Administrator.
- Be informed of official union policy and be prepared to answer members' questions under the guidance of the relevant Contract Administrator.
- Identify emerging issues and/or possible contract violations and report them to the Contract Administrators.
- Promote union consciousness and values in the workplace.
- Meet with the Contract Administrators as required.
- Prepare preliminary "case" documents for the Contract Administrators and/or the FSA executive.
- Act as an advocate -- "helpful friend" -- to those involved in informal and formal grievance procedures.