



**| LUFA BY-LAWS**  
2023



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## **ARTICLE- 1. EXECUTIVE COMMITTEE**

### **1.1. DUTIES AND RESPONSIBILITIES OF EXECUTIVE OFFICERS**

The Executive Committee shall:

- a) Be charged with the general management and supervision of the affairs and operations of the Association.
- b) Fulfill obligations related to their role, in conjunction with support staff, as outlined below.
- c) Prepare the agenda for the meetings of the Board and the General Membership Meetings.
- d) Ensure that all members are properly notified in advance of any meeting of the Association.
- e) Serve as the Board's Nominating Committee.
- f) Recommend the Chief Negotiator and Bargaining team to the Board.
- g) Manage the Association's Negotiating Committee.
- h) Report to Board on Executive meetings.
- i) Attend the AGM and present reports.
- j) Handle issues that are sent to it by the Board.
- k) Sit as a voting member on both the Executive and the Board and shall keep both bodies apprised of their activities.
- l) Provide reports on the committee meetings attended.
- m) Provide written reports on the conferences attended.
- n) Select a Chair to preside over various LUFA meetings.
- o) Ensure its responsibilities are met as outlined below.
- p) Ensure the Executive Director is properly informed on all matters relevant to their duties.
- q) Ensure the Executive Director is copied on all LUFA correspondence.
- r) Be responsible for keeping confidential all matters of a sensitive nature that come to their attention in their capacity as Executive members including personnel matters and in-camera items. Sign and abide by the LUFA Confidentiality Agreement.
- s) Shall agree that all documents are the property of LUFA and are legally required to be in the possession of LUFA. To that end, Executive Officers shall ensure that all documents are copied to LUFA and kept confidential.
- t) Perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

### **1.2. COMPOSITION**

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

### **1.3. CHAIR**

The Executive shall select the chair of the Executive Committee.

### **1.4. QUORUM**

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

### **1.5. MEETINGS AND VOTES**

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

### **1.6. THE PRESIDENT**

The President shall:

- a) Supervise the staff of the Association.
- b) Be the representative and primary contact person for staff bargaining. Sit on the employer bargaining team.
- c) Be an ex-officio member of all committees of the Association, whether standing or special and shall have the same rights and privileges as any other member of those committees and shall constitute part of the quorum.
- d) Be a member of the following University Committees: Board of Governors, Senate, University Accounts, Finance Committee, Joint Labour Management Committee, and Teaching and Learning Committee.
- e) Attend the Ontario Confederation of University Faculty Associations (OCUFA) Board meetings and attend the Canadian Association of University Teachers (CAUT) Councils and the CAUT forum for Presidents. As well as attend the meetings of the Sudbury and District Labour Council (SDLC).
- f) Sign all documents which require the President's signature and shall possess and may exercise such other duties or powers as are from time to time assigned to the President by the Board or the membership of the Association.
- g) Sign all collective agreements once ratified by the members of a bargaining unit.
- h) Draft, as necessary, collect information, bring to the Executive for decision and sign all Memoranda of Agreement reached with an employer during the term of a collective agreement. The Executive may choose to bring substantive MOA's for Board approval.
- i) Ensure that the Executive Director and Chief Grievance Officer is copied on all of the correspondence with the Administration.
- j) The President of the Association or her/his delegate, after consultation with the Executive, shall be responsible for public statements regarding negotiations.
- k) Be the chief spokesperson for the Association including correspondence with the media.

### **1.7. THE VICE PRESIDENT**

The Vice- President shall

- a) Assume, when a temporary vacancy occurs in the Office of the President, all of those duties normally discharged by the President.
- b) Assume, in the event of a vacancy in the Office of the President, other than a temporary vacancy, the Office of the President for the unexpired term. Members of the Board shall choose from amongst themselves a replacement for the Vice-President for the unexpired term of that Officer.
- c) Be the primary liaison with all the Association's representatives on various committees and shall ensure that representatives report regularly on the activities of these committees and shall ensure the executive is apprised of committee activities.

### **1.8. THE CHIEF STEWARD**

The Chief Steward shall:

- a) Oversee the intake process for grievance-related matters. Including meeting with the members and providing collective agreement advice.
- b) Be responsible for familiarizing themselves with the provisions of the Collective Agreement
- c) Be a member of the Joint Labour Management Committee.
- d) Delegate files to the stewards as required.
- e) Assist stewards with the roles identified in Article 3.1. Nothing in Article 3.1 precludes the Chief Steward from dealing with any issues arising from the collective agreement.
- f) Ensuring files are properly maintained.
- g) Coordinate with the Chief Grievance Officer on all grievance-related matters.

- h) Ensure the Chief Grievance Officer has all the necessary information to perform their duties for adjudication of all step 1 and grievance files. Attend meetings with the Chief Grievance Officer, as required.
- i) Assist the Chief Grievance Officer with mediation and arbitration preparation and attend hearings as needed.
- j) Provide annual training to the steward regarding duties, obligations, the grievance process, and complaint intake. Schedule other training as deemed necessary.
- k) Record any deficiencies in the Collective Agreements for use in future contract negotiations and bring such deficiencies to the attention of the Executive.

### **1.9. THE TREASURER**

The Treasurer shall:

- a) Ensure the timely payment of all invoices and dues.
- b) Oversee, the recording of all financial transactions of the Association in accordance with accepted accounting practices and procedures, including the receipt and prompt deposit of all money with a chartered bank or credit union.
- c) Render to the Board on a semester basis a statement of receipts and disbursements as well as a statement of year-to-date transactions.
- d) Make recommendations to the Executive on all investments of the Association and manage and report on these investments.
- e) Monitor the current budget and prepare annually a draft budget for the coming year.

### **1.10. THE COMMUNICATIONS OFFICER**

The Communications Officer shall:

- a) Ensure appropriate communication with LUFA members.
- b) Update and maintain the LUFA website.
- c) Maintain LUFA's social media presence.
- d) Inform the membership regarding the relevant activities of other organizations.
- e) Identify key decision-making and influential groups and establish and maintain good working relationships with them.
- f) Shall perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

## **ARTICLE- 2. BOARD OF DIRECTORS**

### **2.1. COMPOSITION**

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

### **2.2. DUTIES AND RESPONSIBILITIES OF THE BOARD**

The Board shall:

- a) Ensure that the interests of all members of the Association are served fairly.
- b) Maintain and approve LUFA policies.
- c) Review and maintain LUFA bylaws.
- d) Through the Executive make recommendations to the membership for changes to the constitution.
- e) Approve statements of receipts and disbursements as well as year-to-date transactions as prepared by the Treasurer.

- f) Approve the annual budget of the Association before it is presented to the general membership for approval.
- g) Work closely with each Negotiation Committee to set the Association's bargaining priorities and make a recommendation concerning contract ratification to the appropriate membership.
- h) Call special meetings of the membership.
- i) Appoint committees to deal with matters not falling within the terms of reference of a standing committee or the Officers of the Association.
- j) Be responsible for keeping confidential all matters of a sensitive nature that come to their attention in their capacity as Board members including personnel matters and in-camera items. Sign and abide by the LUFA Confidentiality Agreement.
- k) All documents are the property of LUFA and are legally required to be in the possession of LUFA. To that end, Directors shall ensure that all documents are copied to LUFA and kept confidential.

### **2.3. CHAIR**

The Executive shall appoint a Chair of the Board in the absence of the chair, the duties of the chair shall be performed by such other member of the Board present as the Board may from time to time appoint for such purpose.

### **2.4. QUORUM**

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

### **2.5. MEETINGS AND VOTES**

- a) The Board shall normally meet at least twice per semester and may hold its meetings at such times and at such places as it may from time to time determine; such meetings regular or special may be held without written notice.
- b) A majority of votes cast shall decide questions arising at any meeting of the Board.
- c) A member of the Board shall be recused from discussion or voting on any issue where she/he is directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.
- d) The vote shall be taken by assent or dissent unless a request is made for a secret ballot vote.

## **ARTICLE- 3. STEWARDS**

### **3.1. DUTIES AND RESPONSIBILITIES**

- a) The primary role of the steward is to meet with the members to answer questions relevant to the Collective Agreement and work as an intake person for possible grievances in their Faculty. This information will be forwarded to the Chief Steward and Chief Grievance Officer on the appropriate intake form.
- b) Be responsible for familiarizing themselves with the provisions of the Collective Agreement.
- c) Attend the mandatory grievance training.
- d) Perform duties consistent with the grievance procedures as assigned by the Chief Steward. A minimum of three files annually is expected of all Stewards.
- e) Be responsible for attending all Board meetings and meetings of the general membership.
- f) Be responsible for keeping confidential all matters of a sensitive nature that come to their attention in their capacity as Stewards.
- g) Be responsible for meeting and signing up new members and submitting their applications to the Executive.

- h) Be responsible for informing members in their employee group of matters concerning the Association and for representing the concerns of such members.
- i) Ensuring all correspondence with members is copied to the Executive Director and Chief Grievance Officer.
- j) Shall agree that all documents are the property of LUFA and are legally required to be in the possession of LUFA. To that end, Stewards shall ensure that all documents are copied to Chief Steward and Chief Grievance Officer and kept confidential.
- k) Stewards shall report to the Chief Steward.
- l) Not communicate with any member of the administration about any specific issue pertaining to any grievance or potential grievance unless requested to do so by the Chief Grievance Officer.
- m) Stewards may perform such other duties as may from time to time be determined appropriate by the Executive and approved by the Board.

## **ARTICLE- 4. GRIEVANCE PROCESS**

The Executive shall:

- a) Administer and monitor the grievance and arbitration procedures in accordance with the Collective Agreement as amended from time to time;
- b) Endeavour to give fair and effective representation to all bargaining unit members in accordance with Section 68 of the Ontario Labour Relations Act which states that “A trade union... shall not act in a manner that is arbitrary, discriminatory or in bad faith in the representation of any of its members.”
- c) In its deliberations, assess the requirement for a grievance by considering such factors as:
  - i. Whether the issue in question violates one or more of the provisions of any Collective Agreement, Federal or Provincial law, past practice or employee rights;
  - ii. Whether there has been an injustice;
  - iii. Legal duty of fair representation;
  - iv. Economic significance for the individual;
  - v. Political significance within the Association or the University community or administration;
  - vi. Probability of success and economic significance for the Association.
- d) Report to the Board through the Chief Steward at each meeting of the Board and include in its report a summary of all outstanding grievances while respecting confidentiality.
- e) Not communicate with any member of the administration about any specific issue pertaining to any grievance or potential grievance unless requested to do so by the Chief Grievance Officer.

## **ARTICLE- 5. COLLECTIVE BARGAINING**

### **5.1. ORGANIZATION**

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



### **5.2. CHIEF NEGOTIATOR**

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

### **5.3. COMPOSITION OF NEGOTIATING COMMITTEE**

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

### **5.4. TERM OF OFFICE**

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

### **5.5. RESIGNATION OF THE CHIEF NEGOTIATOR**

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

### **5.6. DUTIES AND RESPONSIBILITIES OF THE CHIEF NEGOTIATOR**

The Chief Negotiator shall:

- a) Have a strong knowledge of the provisions of the Collective Agreement.
- b) Act as chair of a Negotiating Committee and as the voice of LUFA at the negotiating table. The Executive will appoint from among Committee members an acting chair in the event of a temporary illness or absence of a Chief Negotiator.
- c) Have overall responsibility for membership consultation, the demand-setting process, and research in preparation for the negotiations as directed by the Executive.
- d) Have responsibility for ensuring record-keeping for the negotiations.

### **5.7. DUTIES AND RESPONSIBILITIES OF NEGOTIATING COMMITTEE**

Negotiating Committees shall:

- a) Through the Chief Negotiator, draft the Bargaining Unit's proposals and present them to the Executive for recommendation to the Board and approval before beginning negotiations with the Employer.
- b) Through the Chief Negotiator, keep the Executive regularly informed on preparations for and progress in the negotiations.
- c) Seek approval from the Executive before finalizing a sign-off if it deviates from the mandate.
- d) Through the Chief Negotiator, present any Memorandum of Settlement to the Board for its recommendation to the membership of the bargaining unit which is responsible for ratification.
- e) Be present and available to provide information and respond to questions at membership ratification meetings or other membership meetings concerning the negotiations.

### **5.8. STRIKE PAY**

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

## **ARTICLE- 6. COMMITTEES OF THE BOARD**

### **6.1. ESTABLISHMENT OF COMMITTEES**

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

### **6.2. APPLICATIONS FOR COMMITTEE MEMBERSHIP**

For all vacancies, the Executive shall advise the membership in writing when the Board will accept applications for committee memberships.

### **6.3. REPORTS**

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

### **6.4. VACANCIES**

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

### **6.5. REMOVAL OF A COMMITTEE MEMBER**

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

## **ARTICLE- 7. OTHER DELEGATES AND REPRESENTATION**

### **7.1. APPOINTMENT PROCEDURES**

Subject to duties stated above, all representatives of the Association shall be elected by, and normally from, the Board.

### **7.2. REPORTING**

The Association representatives to other organizations and University committees shall submit to the Vice-President regular updates on relevant motions and committee work. In addition, they shall submit a year-end report of activities related to the Association's interests by May 15 of each year. Representatives shall send all committee documents to LUFA staff. Representatives shall seek the Board's direction on issues affecting the Association's interests.

### **7.3. VACANCY**

Any representative vacancy shall be filled by the appointment of a member following the procedures above.

#### **7.4. TERM OF OFFICE**

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

#### **7.5. REMOVAL OF A REPRESENTATIVE**

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

### **ARTICLE- 8. REMUNERATION**

#### **8.1. COURSE RELEASES FOR ELECTED OFFICIALS AND BARGAINING TEAM**

- a) Those members of the Association elected to executive positions or appointed to the position of Chief Negotiator shall be entitled to receive, during their term of office, course releases to increase the work time available to them for carrying out their responsibilities on behalf of the Association.
- b) The elected officer listed below shall be given course releases as follows:
  - i. President: 9 credits per academic year
  - ii. Chief Steward: 6 credits per academic year
- c) Negotiating teams may be given course release at the discretion of the Executive.
- d) In exceptional circumstances, if an executive officer cannot take the course release, their work will be compensated at the overload rate in the Collective Agreement.
- e) If an executive officer is a sessional member working less than a full-time equivalent teaching load, the sessional member shall be compensated at the establishment sessional rate of pay.

#### **8.2. COMPENSATION**

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

#### **8.3. REIMBURSEMENTS**

Cost related to authorized business for the Association shall be reimbursed per the LUFA Policy and shall not exceed economy rates.

#### **8.4. UNBUDGETED EXPENDITURES**

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

### **ARTICLE- 9. MEMBERS SERVING ADMINISTRATIVE POSITIONS**

Any Member of the LUFA Board taking on a permanent or temporary administrative position with one of the LUFA Bargaining units or affiliated institutions shall be deemed resigned from the Board.

With respect to negotiations, these members who remain a member of the bargaining unit will be eligible to vote for ratification of the collective agreement but will not be included in negotiation discussions or email updates.

Amended, 9 December 2011, 2 November 2012, 6 March 2018, 29 March 2019, and 22 November 2022.