



# | LUFA BY-LAWS

2024



## **TABLE OF CONTENTS**

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

1.1.	<i>Duties and Responsibilities of Executive Officers</i>	1
1.2.	<i>Composition</i>	1
1.3.	<i>Chair</i>	1
1.4.	<i>Quorum</i>	1
1.5.	<i>Meetings and Votes</i>	2
1.6.	<i>The President</i>	2
1.7.	<i>The Vice President, Internal</i>	2
1.8.	<i>The Vice President, Legal</i>	3
1.9.	<i>The Treasurer</i>	3
1.10.	<i>The Secretary</i>	3

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

2.1.	<i>Composition</i>	4
2.2.	<i>Duties and Responsibilities of the Board</i>	4
2.3.	<i>Chair</i>	4
2.4.	<i>Quorum</i>	4
2.5.	<i>Meetings and Votes</i>	4

### **ARTICLE- 3. STEWARDS**

3.1.	<i>Duties and Responsibilities</i>	4
------	------------------------------------	---

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

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

5.1.	<i>Organization</i>	6
5.2.	<i>Chief negotiator</i>	6
5.3.	<i>Bargaining team</i>	6
5.4.	<i>Term of Office</i>	6
5.5.	<i>Vacancy</i>	6

5.6.	<i>Duties and Responsibilities of the Chief Negotiator</i>	6
5.7.	<i>Duties and Responsibilities of THE Bargaining team</i>	6
5.8.	<i>Removal of Chief Negotiator</i>	7
5.9.	<i>Strike Pay</i>	7

**ARTICLE- 6. COMMITTEES OF THE EXECUTIVE**

6.1.	<i>Establishment of Committees</i>	7
6.2.	<i>Applications for Committee Membership</i>	7
6.3.	<i>Removal of a Committee Member</i>	7

**ARTICLE- 7. DELEGATES AND REPRESENTATIVES**

7.1.	<i>Appointment Procedures</i>	7
7.2.	<i>Reporting</i>	7
7.3.	<i>Term of Office</i>	8
7.4.	<i>Removal of a Representative</i>	8

**ARTICLE- 8. REMUNERATION**

8.1.	<i>Course Releases for Elected Officials and Bargaining Team</i>	8
8.2.	<i>Compensation</i>	8
8.3.	<i>Reimbursements</i>	8
8.4.	<i>Unbudgeted Expenditures</i>	8

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

## **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) Manage the Association's Bargaining team.
- f) Attend the AGM and present reports.
- g) Handle issues that are sent to it by the Board.
- h) Sit as a voting member on both the Executive and the Board and shall keep both bodies apprised of their activities.
- i) Provide reports on the committee meetings attended.
- j) Provide written reports on the conferences attended.
- k) Select a Chair to preside over various LUFA meetings.
- l) Ensure the Executive Director is properly informed on all matters relevant to their duties.
- m) Ensure the Executive Director is copied on all LUFA correspondence.
- n) 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.
- o) Shall ensure that all documents that are the property of LUFA, are in LUFA's possession. To that end, Executive Officers shall ensure that all documents are copied to LUFA and kept confidential.
- p) 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 discussing or voting on any issue where they are 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) 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.
- b) 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.
- c) 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).
- d) Sign all documents which require the President's signature and shall possess and may exercise such other duties or powers as are from time to time assigned to the President by the Board or the membership of the Association.
- e) Sign collective agreements once ratified by the members.
- f) Ensure that the Executive Director and is copied on all of the correspondence with the Administration.
- g) The President of the Association or their delegates, after consultation with the Executive, shall be responsible for public statements, including those regarding negotiations.
- h) Be the chief spokesperson for the Association including correspondence with the media.

### **1.7. THE VICE PRESIDENT, INTERNAL**

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, Internal for the unexpired term of that Officer.
- c) Oversee the implementation and review of policies.
- d) Encourage and facilitate member engagement with the Association, and plan social events.
- e) Organizing and overseeing activities in the event of a strike/lockout.
- f) LUFA's point person for liaison with student bodies.

### **1.8. THE VICE PRESIDENT, LEGAL**

The Vice-President, Legal 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.
- f) Ensuring legal files are properly maintained.
- g) Coordinate with the Executive Director on all grievance-related matters.
- h) Ensure the Executive Director has all the necessary information to perform their duties for adjudication of all step 1 and grievance files. Attend meetings with the Executive Director, as required.
  
- i) Assist the Executive Director with mediation and arbitration preparation and attend hearings as needed.
- j) Schedule annual training to the stewards regarding duties, obligations, the grievance process, and complaint intake. Schedule other training as deemed necessary.
- k) Report on an annual basis, 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 SECRETARY**

The Secretary shall:

- a) Issue notices and agendas for meetings of the Association.
- b) Record the minutes of these meetings.
- c) Oversee the elections of the Association.

## **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 Executive and Board.

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

The Board shall, in addition to their duties as stewards:

- a) Through the executive, review and approve LUFA policies
- b) Through the executive, review and approve LUFA bylaws.
- c) Be responsible for meeting and signing up new members and submitting their applications to the Executive.
- d) 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.

### **2.3. CHAIR**

The Executive shall appoint a Chair of the Board.

### **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 they are directly involved, or where a reasonable conflict of interest exists or is perceived as per the Association's Conflict of Interest Policy.
- d) Any board member may request 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 Vice-President, Legal and Executive Director 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 Vice-President, Legal. 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 informing members in their employee group of matters concerning the Association and for representing the concerns of such members.
- h) Ensuring all correspondence with members is copied to the Executive Director and Vice-President, Legal.
- i) 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 Vice-President, Legal and Executive Director and kept confidential.
- j) Stewards shall report to the Vice-President, Legal.
- k) 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 Vice-President, Legal.
- l) Stewards may perform such other duties as may from time to time be determined appropriate by the Executive.

#### **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 the Ontario Labour Relations Act which requires that a 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. Relevant political significance;
  - vi. Probability of success and economic significance for the Association.
- d) 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 Vice-President, Legal.



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

### ***5.1. ORGANIZATION***

The Executive is accountable to the membership for all aspects of collective bargaining. The Executive 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 the year preceding the last year of any Collective Agreement, a Chief Negotiator shall be appointed by the Executive Committee.

### ***5.3. BARGAINING TEAM***

Executive shall approve members to serve on the bargaining team, according to the following procedure: after circulating a notice to bargaining unit members for volunteers and after consultation with the Chief Negotiator, shall approve the members of the bargaining team.

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

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

### ***5.5. VACANCY***

In the event of a vacancy on the bargaining team, the Executive after consultation with the Chief Negotiator shall approve a replacement.

In the event of the resignation, removal, long-term illness, or death of the Chief Negotiator, the Executive after consultation with any affected bargaining team shall approve a new Chief Negotiator.

### ***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 the bargaining team 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 the 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 THE BARGAINING TEAM***

Bargaining teams shall:

- a) Through the Chief Negotiator, keep the Executive regularly informed on preparations for and progress in the negotiations.
- b) Seek approval from the Executive before finalizing a sign-off if it deviates from the mandate.

- c) Through the Chief Negotiator, present any Memorandum of Settlement to the Executive for its recommendation to the membership of the bargaining unit which is responsible for ratification.
- d) Be present and available to provide information and respond to questions at membership ratification meetings or other membership meetings concerning the negotiations.

#### **5.8. REMOVAL OF CHIEF NEGOTIATOR**

By resolution adopted by a majority of the votes cast at a meeting of the Executive, the chief negotiator may be removed from office before the expiration of their term.

#### **5.9. STRIKE PAY**

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 EXECUTIVE**

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

- a) The Executive shall by resolution establish, or dissolve, as the need arises, such standing and special committees not defined herein.
- b) Any resolution passed by the Executive 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 and recommendations back to the Executive.

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

For all vacancies, the Executive may appoint or request volunteers for committee memberships.

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

A committee member may, by resolution adopted by at least a majority of the executive, be removed from office before the expiration of their term.

### **ARTICLE- 7. DELEGATES AND REPRESENTATIVES**

#### **7.1. APPOINTMENT PROCEDURES**

Subject to duties stated above, all representatives of the Association shall normally be a board or executive member, appointed by the executive. All representatives must sign the representation agreement prior to commencing any committee activities.

#### **7.2. REPORTING**

The Association representatives to other organizations and University committees shall submit to the executive through the executive director, 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 Executive's direction on issues affecting the Association's interests.

### **7.3. TERM OF OFFICE**

The normal term shall be one-year.

### **7.4. REMOVAL OF A REPRESENTATIVE**

A representative may, by resolution adopted by at least a majority of the executive, be removed from office before the expiration of their 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 officers listed below shall be given course releases as follows:
  - i. President: 9 credits per academic year
  - ii. Vice President, Legal: 3credits per academic year
- c) Vice-President Internal: 3 credits pr academic yearBargaining 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, or may be bought out of an assigned course.
- f) Service by a sessional member as an executive or board member shall constitute governance and shall fulfill the requirements for membership status.

### **8.2. COMPENSATION**

The Executive may occasionally approve special compensation for any executive or board member where appropriate.

### **8.3. REIMBURSEMENTS**

Cost related to authorized business for the Association shall be reimbursed per the LUFA Policy.

### **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 IN ADMINISTRATIVE POSITIONS**

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

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 May 22<sup>nd</sup> 2024.