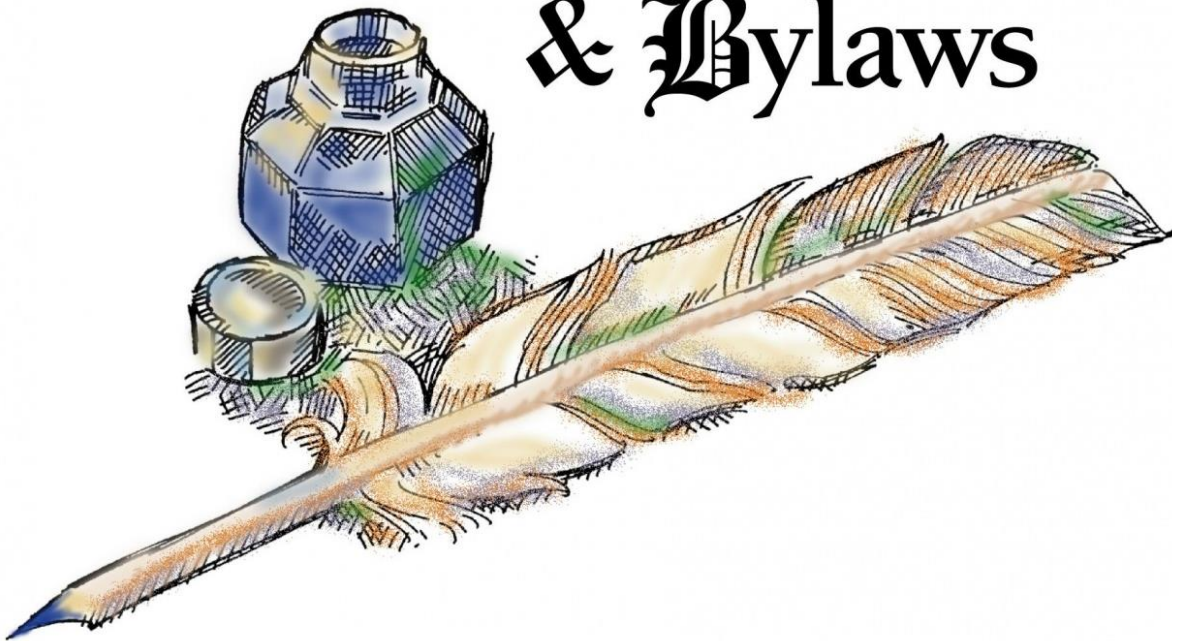


# MSA

MacEwan Staff  
Association

# Constitution & Bylaws



Revised November 22, 2017

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## **1.0 Terminology**

### **1.1 Name**

1.1.1 The official name of the Association shall be MacEwan Staff Association

1.1.2 The abbreviated title of the Association shall be MSA.

### **1.2 Definitions**

1.2.1 “Agreement” or “Collective Agreement” means a current agreement reached between the MSA and the Board of Governors of MacEwan University;

1.2.2 “MacEwan Staff Association”, “Association”, or “MSA” means the MacEwan Staff Association of MacEwan University;

1.2.3 “Board” means the Board of Directors of MacEwan Staff Association;

1.2.4 “Officers” means the MSA Board positions with signing authority as specified in Article 5.1.1;

1.2.5 “Board of Governors” means the Board of Governors of MacEwan University;

1.2.6 “Campus” means a physically distinct branch of MacEwan University;

1.2.7 “Member” means a member of the MSA as defined in Article 4.1;

1.2.8 “Bargaining Unit” means the group of employees represented by MSA for the purposes of collective bargaining under the applicable labour legislation (i.e.: ALRA, PSERA).

1.2.9 “Days” shall mean calendar days, unless otherwise specified.

1.3 Whenever a term of specific gender is used herein, the same shall mean and include all genders, unless the context requires otherwise.

1.4 Whenever a singular reference is used herein, the same shall mean and include either singular or plural, unless the context requires otherwise.

## **2.0 Official Seal**

2.1 The MSA Official Seal shall be stamped upon appropriate documents and correspondence issued by the MSA.

2.2 The Official Seal shall reside in the MSA office and its use shall be restricted to Officers of the MSA for the formal purposes of the MSA.

- 2.3 When used, the Official Seal shall be authenticated by the signature of any two Officers of the MSA Board.

### **3.0 Objectives**

- 3.1 The objectives of the MSA shall be to:
- 3.1.1 Act as the exclusive bargaining agent for the Bargaining Unit, enter into Collective Agreements concerning terms and conditions of work and employment, and promote the workplace interests of MSA Members;
  - 3.1.2 Interpret, administer and protect the terms and conditions of the Collective Agreement;
  - 3.1.3 Encourage advancement of MSA Members by supporting fair and just recruitment and selection practices;
  - 3.1.4 Seek to foster a collaborative and interest-based labour relations environment between the Association and the Employer;
  - 3.1.5 Educate and communicate MSA mission, goals and objectives to its Members to foster member support;
  - 3.1.6 Advocate and support a healthy and safe work environment;
  - 3.1.7 Promote the role of MSA as an equal stakeholder within the MacEwan University community;
  - 3.1.8 Advance the reputation and sphere of influence of the MSA within the global post-secondary community on behalf of MSA Members;
  - 3.1.9 Promote and enhance professional development for MSA Members;
  - 3.1.10 Ensure that all Bargaining Unit Members are treated fairly and with dignity, free of discrimination, intimidation, restriction or coercion;
  - 3.1.11 Promote social activities for MSA Members.

### **4.0 Membership and Dues**

- 4.1 Membership
- 4.1.1 Employees, past-employees and associated individuals of the Bargaining Unit who have signed an MSA membership application and comply with the MSA Constitution and Bylaws are eligible to be Members of MSA.

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- 4.1.2 “Regular Members” include all those persons who pay prescribed Union dues and on whose behalf the Association bargains or seeks to bargain;
- 4.1.3 “Associate Members” include all those persons who pay an annual Union dues amount and are accepted into membership by the MSA Board but on whose behalf the Association does not bargain. Retired Members and staff of MSA are eligible for Associate Membership.
- 4.1.4 “Honorary Members” include all those persons who are granted MSA membership by the MSA Board for distinguished service or contribution to the MSA and who are not required to pay prescribed Union dues and on whose behalf the Association does not bargain.
- 4.2 All employees of the Bargaining Unit have the right to representation with the employer in accordance with the Collective Agreement. In addition:
- 4.2.1 Regular Members have all the rights of membership, including but not limited to:
- a) attend membership meetings and membership functions;
  - b) vote on matters brought before meetings of the membership and elect representatives to the MSA Board;
  - c) ratify the Collective Agreement;
  - d) hold elected office and positions on committees for the MSA;
- 4.2.2 Associate and Honorary membership does not provide an individual with the right to vote or hold office, but does include the following rights:
- a) attend membership meetings and MSA functions;
  - b) have access to MSA corporate discount programs or other MSA membership programs or benefits as deemed appropriate by the MSA Board.
- 4.3 While an individual is not required to be a signed voting member of the MSA, all Bargaining Unit employees are required to pay dues or the equivalent of dues to MSA and there are no provisions for withdrawal as a dues payer.
- 4.4 MSA membership dues for each class of membership shall be determined by a majority vote of the Members at a General Meeting. Regular dues, or their equivalent, will be deducted by the employer from each employee’s pay and remitted to the Association on behalf of the employee in accordance with the process outlined

in the Collective Agreement. Associate membership dues shall be paid direct to the Association by the member.

4.5 A member may apply in writing to the MSA Office to have their signed voting membership revoked.

4.6 Regular membership in the MSA will automatically cease upon cessation of employment within the Bargaining Unit. Associate membership will automatically cease if no annual union dues are received in a timely manner.

## **5.0 The Board of Directors**

### **5.1 Board Members**

The following Members shall comprise the Board, subject to Article 5.2:

#### **5.1.1 The Signing Officers:**

- a) President
- b) Vice-president
- c) Secretary-Treasurer

#### **5.1.2 Immediate Past-President (while employed within the Bargaining Unit)**

#### **5.1.3 The staff representatives to the following MacEwan University standing governing bodies, as voting Members subject to Article 5.2.4:**

- a) Board of Governors Representative
- b) Academic Governance Council Representatives
- c) General Faculties Council Representatives (when applicable)
- d) Chairperson of the Professional Development Committee;
- e) Official staff representative to other MacEwan University standing decision-making committees, upon approved of the Board.

5.1.4 The Member Representatives – In general, one (1) Representative for every two hundred fifty (250) Bargaining Unit employees, but a minimum of (5) at all times. Members from each campus, day/night shift and/or broad employee group are encouraged to serve.

### **5.2 Board of Directors: Terms of Reference**

5.2.1 Only Regular Members in good standing shall be eligible to serve on the MSA Board as a voting member.

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- 5.2.2 Officers and Member Representatives shall be elected in the spring and shall assume office on the following July 1<sup>st</sup>.
- 5.2.3 No Officer shall hold more than one (1) office simultaneously. An Officer of the MSA Board may serve as the staff representative to an external MacEwan University governing body subject to Article 5.2.4 and provided they have been duly elected by the membership to their MSA position with the knowledge they will be serving in both capacities (not by appointment).
- 5.2.4 Staff Representatives to MacEwan University governing bodies shall be voting Members of the MSA Board provided their appointment to the MacEwan University governing body was subject to a fair and representative vote of Bargaining Unit employees. In the event that legislation prohibits an individual from serving on both the MacEwan University governing body and the MSA Board of Directors, the staff representative may continue to serve on the MSA Board in a non-voting, ex-officio capacity.
- 5.2.5 All Members of the Board shall be responsible for liaison with MSA Members.
- 5.2.6 All Members of the Board shall adhere to the MSA Code of Conduct as specified in Article 8.
- 5.3 Duties of the Board
- 5.3.1 All Members of the MSA Board of Directors shall fulfill their respective roles and responsibilities for the benefit of MSA and shall exercise their respective powers in accordance with these Bylaws.
- 5.3.2 The Board, subject to these Bylaws or directions given to it by majority vote at any MSA meeting properly called and constituted, shall have full control and responsibility for the management of the affairs of MSA.
- 5.3.3 The Board shall call all General and Special Meetings of MSA in the manner set forth in Articles 7.5 and 7.6
- 5.3.4 The Board shall review and approve the agenda for all General Meetings
- 5.3.5 The Board shall ensure funds in the form of dues or assessments are received by MSA.
- 5.3.6 The Board shall present an audited financial statement for the year ending June 30th at the next General Meeting of MSA.



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- 5.3.7 The Board shall call by-elections to fill vacancies on the MSA Board or committees. The Board may appoint the candidate when the call for eligible candidates for election or by-elections results in fewer candidates than there are open positions, subject to Article 13.2.5. The membership must be notified of the names of the potential appointees at least 5 working days prior to their formal appointment. If additional candidates become known to the Board during this time, a by-election shall be called.
- 5.3.8 Members of the Board are expected to attend all Board meetings, as well as the General and Special meetings of the membership.
- 5.3.9 The Board has the authority to hire and retain staff to fulfil the objectives of the Association, with input from the MSA Human Resources Committee.
- 5.3.10 The Board retains the authority and sole discretion to forward matters to grievance, or abandon grievance matters, with or without the consent of affected Bargaining Unit employees, subject to these Bylaws and the Association's duty to fairly represent the Bargaining Unit under applicable legislation.
- 5.4 Officers, Terms and Functions of Office: Specific
- 5.4.1 President
- The President shall:
- a) encourage and assist in the development of, and an adherence to, goals and policies in MSA which are consistent with its objectives;
  - b) act as the official spokesperson of MSA, except where specifically delegated by the Board to other individuals by nature of their office or job description;
  - c) chair meetings of MSA and the Board, or designate a replacement;
  - d) be an ex-officio member of all MSA standing committees;
  - e) encourage liaison between MSA and other individuals and groups;
  - f) assign duties and responsibilities of the office to the vice-president and other Members of the Board only by mutual agreement and in accordance with this Constitution and Bylaws;
  - g) present an annual report to MSA at the spring General Meeting;
  - h) be elected for a term of two (2) years and shall be elected in even years

#### 5.4.2 Vice-President:

The Vice-President shall:

- a) assist the President and,
- b) carry out the duties of the President in the President's absence, and shall assume the office of the President if the position should become vacant until such time as a by-election can be held;
- c) fulfill such other duties and responsibilities as are assigned by the President in accordance with Article 5.4.1(f)
- d) be elected for a term of two (2) years and shall be elected in odd years
- e) serve as the chairperson of the Negotiation Committee.

#### 5.4.3 Secretary-Treasurer

The Secretary-Treasurer shall:

- a) attend and record minutes of all meetings of MSA and the Board;
- b) be elected for a term of two (2) years and shall be elected in odd years
- c) be responsible for:
  - i. maintaining complete official records of MSA
  - ii. official correspondence, both routine or as may periodically be specified in this Bylaw or by the Board;
  - iii. arranging facilities and ensuring preparation and circulation of agendas, minutes and notice of motions for all meetings.
  - iv. maintaining a current membership list.
  - v. administering the financial affairs of MSA as directed by the Board;
  - vi. maintaining accurate and proper records of all financial transactions;
  - vii. depositing all funds received by MSA in accordance as directed by the Board;
  - viii. reporting to the Board at each meeting;
  - ix. arranging, upon documented request, a suitable time and place for any member to review the financial records of MSA;
  - x. presenting a budget for the coming fiscal year for the Board's review prior to the Spring General Meeting.
  - xi. presenting an annual report to MSA which shall include an audited financial statement for the fiscal year ending June 30<sup>th</sup>;

#### 5.4.4 Member Representatives

The Member Representatives shall:

- a) fulfill such duties and responsibilities as are required by the Board;
- b) liaise between the Board and MSA Members, with a particularly focus to communicate with their broad employee group as per Article 5.1.4 or as designated to them by the Board;
- c) serve for a term of two (2) years with one half of positions (1/2) elected on odd years and the other half (1/2) elected on even years, subject to Article 13.

#### 5.4.5 Representatives to MacEwan governing bodies

Staff representatives to MacEwan University governing bodies, as per Article 5.1.3 shall:

- a) be nominated, elected or appointed in accordance with the policies or legislation applicable to the respective governing body and/or this Constitution and Bylaws;
- b) advocate for the concerns and priorities of MSA Members and/or identified by the MSA Board;
- c) communicate and interpret the concerns and decisions of the governing body to the MSA Board and MSA membership as appropriate;
- d) present regular reporting to the Board as requested, with a minimum of at least once per quarter;
- e) present an annual report to MSA Members;
- f) fulfil the duties of their position as representatives of MacEwan Staff and/or the MSA membership in accordance with all applicable sections of the MSA Constitution and Bylaws.

## **6.0 Committees**

6.1 Committee Members shall:

- a) fulfil the mandate provided by the MSA Board in the Committee's Terms of Reference or Committee Mandate document;
- b) provide periodic reports to the MSA Board as directed, subject to Article 8.

## 6.2 Types of Committees:

### 6.2.1 There shall be two types of committees within the Association:

- a) Standing Committees, whose membership shall be subject to election for two (2) year terms, unless as otherwise specified herein;
- b) Ad Hoc Committee, whose membership shall be for the life of the committee.

## 6.3 Standing Committees

### 6.3.1 Negotiation Committee

#### 6.3.1.1 The Negotiation Committee shall:

- a) Negotiate or renegotiate a Collective Agreement between MSA and the appropriate governing body.
- b) Not exceed eight (8) Members and shall consist minimally of:
  - i. President of MSA (ex-officio);
  - ii. Vice-President of MSA, as chairperson;
  - iii. Three (3) MSA Members elected from a broad cross section of the membership;
  - iv. Director of Labour Relations as spokesperson and lead negotiator.
- c) Seek proposals for bargaining from the membership and Board;
- d) Prioritize the various proposals for bargaining;
- e) Strive to negotiate the terms and conditions that have been identified as priorities for the MSA membership.

6.3.1.2 If representation is not found at the time the committee is elected, the Board may fill such positions by appointment. Negotiations will not be negatively impacted if the positions are not filled.

6.3.1.3 Notwithstanding Articles 6.3.1.1 and 6.3.1.2, the elected Members of the Negotiation Committee shall be elected in the spring the year prior to the expiry of the Collective Agreement and shall conclude upon the ratification and signing of a Collective Agreement.

6.3.1.4 At its discretion, the Negotiation Committee may enlist the assistance of any member of MSA.

- 6.3.1.5 Subject to authorization by the Board, the Negotiation Committee may enlist the assistance of persons other than Members of MSA.
- 6.3.1.6 The Negotiation Committee shall submit a report at the General Meeting.
- 6.3.1.7 The Negotiation Committee shall submit regular progress reports to the Board during negotiations.
- 6.3.1.8 The Negotiation Committee shall present the Tentative Negotiated Settlement to the MSA Board and/or the MSA Membership for ratification as directed by the Board.

#### 6.3.2 Human Resources Committee

- 6.3.2.1 The Human Resources Committee shall consist of six (6) Members:
  - a) President, who shall act as chair
  - b) Secretary/Treasurer
  - c) Two (2) Board Members, elected by the Board
  - d) Two (2) Members at large by the general membership.
- 6.3.2.2 The Human Resources Committee responsibilities will include reporting and making recommendations to the Board on all matters related to the employees of the MSA Office, including, but not limited to: interviews, hiring recommendations, terminations, terms and conditions of employment, job descriptions, performance reviews and compensation strategies.

#### 6.3.3 Social Committee

- 6.3.3.1 The Social Committee shall consist of volunteer Members or staff approved by the Board and at least one Board member as chairperson.
- 6.3.3.2 The Social Committee shall coordinate social events and activities for the benefit of MSA Members subject to approval of the MSA Board.
- 6.3.3.3 Funds may be made available by MSA for authorized activities at the discretion of the Board, in consultation with the Finance Committee.
- 6.3.3.4 The Social Committee shall provide the Board and/or Finance Committee with a financial accounting of all social activities.

#### 6.3.4 Professional Development Committee

6.3.4.1 The Professional Development Committee shall consist minimally of:

- a) a Chairperson elected by the membership, who shall be a voting member of the Board, and who shall be elected for a two (2) year term in even years; and
- b) a minimum of six (6) volunteer Members drawn from a broad cross-section of the membership.

6.3.4.2 The Professional Development Committee shall:

- a) serve as an advisory group to the MacEwan University Human Resources Department regarding the provisions of professional development opportunities and programs for MSA staff.
- b) serve as a resource group to Members regarding professional development opportunities available to them; and
- c) encourage the development and participation of Members in professional development activities which will improve and enhance the skills and knowledge of Members, for the betterment of the Members, and the University.
- d) present reports as required to the Board and at General Meetings.

#### 6.3.5 Finance Committee

6.3.5.1 The Finance committee shall consist of a minimum of five (5) persons:

- a) three (3) Members of the Board, appointed by the Board,
- b) the Secretary-Treasurer, who shall act as Chairperson,
- c) the Office Manager as a non-voting resource
- d) other elected MSA Members, as the Board deems necessary.

6.3.5.2 The Finance Committee shall:

- a) monitor significant financial planning and management of MSA Funds; and
- b) make recommendations and deliver reports to the MSA Board;

- c) serve as the MSA's internal audit committee; and
- d) consider requests for donations of assets or funds of the MSA to benefit MSA Members or stakeholders, consistent with the objectives of the Association and with budget constraints outlined by the MSA Board.

### 6.3.6 Grievance Review and Appeals Committee

6.3.6.1 The MacEwan Staff Association has established a Grievance Review and Appeals Committee to ensure that the Association fulfils its duty of fair representation to its Members, as outlined by applicable labour legislation.

#### 6.3.6.2 Composition of the Grievance Review and Appeals Committee

- a) The Committee shall be comprised of the Vice-President as chair and three (3) non-officers of the Board, of which at least two (2) must be Campus Representatives.
- b) The Director of Labour Relations shall attend all hearings of the Committee to provide input, but shall not be eligible to vote.

6.3.6.3 The purpose of the Committee is to review documentation and make recommendations to the Board whether an appealed decision should be overturned, or whether a grievance should proceed to arbitration or should not continue any further in the grievance process. The Committee shall convene to review the file whenever:

- i. a grievance is recommended to proceed to arbitration by the MSA Board or Director of Labour Relations ; or
- ii. a formal appeal from a member is received challenging a decision;
- iii. upon request of either the President or Director of Labour Relations to review a grievance file.

6.3.6.4 The documents for each grievance or appeal shall be reviewed and following discussion, the Committee Members shall vote on a positively worded motion to recommend to the Board whether

to convey or withdraw a grievance or overturn a previous decision.

6.3.6.5 The Grievance Review Committee is also tasked to recommend whether assistance before the Alberta Human Rights Commission or Workers Compensation Board should be withdrawn, and make recommendation to that effect to the Board. In the event that new and/or additional information becomes available after the Committee has made a decision, the Board may reconsider, reverse or vary any decision that has been made.

6.3.6.6 Upon reviewing a file, the Committee in its sole discretion, may decide that the participation of the Griever / Appellant would be of assistance to the Committee. In the event that participation is requested by the Committee, the Committee may table matters to a future hearing date to enable the Griever / Appellant to attend in person, to participate by conference call or to prepare written submissions.

6.3.6.7 When the Committee has requested a Griever to participate, the Committee shall decide the procedure and timelines to be followed.

a) The Griever shall be notified of the hearing date when their attendance is requested.

Failure of the Griever to attend or cooperate in the review and appeal process may be used as a factor in the committee's decision, but shall not invalidate any decision made.

6.3.6.8 Conveying Files to Preserve Timelines

The MacEwan Staff Association may convey a grievance to arbitration for the purposes of maintaining time limits when proceedings of the Board continue past normal time limits or where no extension has been granted by the employer.

6.3.6.9 The Committee shall prepare a summary of each matter, together with their recommendation regarding how to proceed,



and shall forward it to the Board in advance of their meeting. The Board shall ensure that a proper record is kept of all decisions made, and how each member of the Board voted on each case.

6.3.6.10 The Board shall notify the Griever / Appellant of its decision and rationale in writing within ten (10) days of their decision on the matter, signed by all Board Members in attendance at the vote, and indicating whether it was a unanimous or a majority decision.

## **7.0 Meetings of MSA**

### 7.1 Types of Meetings

- a) Board Meetings
- b) Committee Meetings
- c) Membership Meetings

### 7.2 There shall be two types of membership meetings:

- a) General Meetings (fall and spring)
- b) Special Meetings

### 7.3 Rules of Order

7.3.1 All meetings of MSA shall be conducted according to Roberts' Rules of Order, or such rules of order as MSA may adopt from time to time.

### 7.4 Board Meetings

7.4.1 The Board shall hold regular monthly meetings throughout the year, or as called by the President.

7.4.2 Meetings of the Board shall be called with a minimum of twenty-four (24) hours written notice.

7.4.3 A special meeting of the Board may be called by any two (2) Members of the Board, with ten (10) days written notice to the President.

### 7.5 General Meetings

7.5.1 There shall be at least two General Meetings of MSA per year, to be called at least ten (10) days in advance of the meeting date by distribution of a written notice and agenda by email or campus mail.

7.5.2 The Fall General Meeting shall normally be held by November 30th of each year for the purpose of:

- a) receiving reports
- b) approving auditors report
- c) conducting other business as required

7.5.3 The spring General Meeting shall normally be held by May 31st of each year for the purpose of:

- a) receiving reports,
- b) electing Officers, as required
- c) electing the MSA Committees, as required
- d) approving the Auditors
- e) approving the budget
- f) conducting other business as required

#### 7.6 Special Meetings of the Membership

7.6.1 Special meetings of MSA may be called at the discretion of the Board provided that written notice of at least forty-eight (48) hours has been given to MSA Members by email or campus mail.

7.6.2 Special Meetings of MSA may be called upon presentation to the President of a request signed by at least thirty (30) Members, provided that written notice of not less than forty-eight (48) hours has been given to MSA Members by email or campus mail.

## **8.0 Code of Conduct**

8.1 One or more of the following acts shall constitute conduct unbecoming a member of the MacEwan Staff Association (MSA)

- a) obtaining or soliciting membership by misrepresentation;
- b) knowingly failing to comply with the Bylaws;
- c) attempting to bring about the withdrawal of any Members or group of Members from the MSA;
- d) knowingly publishing or circulating false reports or misrepresentations among the Members of the MSA;
- e) working in the interests of another union to the detriment of MSA;

- f) using the name of the MSA without proper authority in order to solicit funds or advertise;
- g) disclosing or providing a list, or a portion of a list, of Members of the MSA to anyone without prior written authorization of the MSA Board, or for any purpose not in the best interest of the MSA;
- h) disclosing private, restricted or confidential information to any unauthorized individual or group contrary to privacy legislation, MSA or MacEwan University Policy and/or confidentiality agreement;
- i) deliberately failing to pay membership dues, assessments or other fees of the MSA;
- j) slandering or libeling, that is, spreading defamatory comments, either verbally or in writing, which would tend to injure the reputation of a member or an officer of the MSA;
- k) failing to follow the lawful order of the chairperson of any meeting of MSA to the point where business of the meeting may not be fairly and reasonably conducted;
- l) interfering with the performance of the duties of any Officer, Director or Staff of the MSA;
- m) engaging in conduct detrimental or prejudicial to the best interest of the MSA;
- n) willfully neglecting the duties of an elected MSA position (i.e: failure to attend three or more meetings, or provide reports as required, etc);
- o) failing to follow the lawful directions and rulings of the Board;
- p) filing frivolous, unnecessary or vindictive charges against a member of the MSA;
- q) harassing any member or employee of MSA;
- r) actively interfering with the contractual or other rights of Members;
- s) violating the published policies of the MSA;
- t) deliberately failing to declare a conflict of interest, and/or participating in decisions where a conflict of interest exists; or
- u) any other act or omission which may result in the MSA being brought into disrepute.

## **9.0 Conflicts of Interest**

- 9.1 If any member of the Board, committee or employee believes themselves to be in a potential of a conflict of interest with regard to a particular matter or grievance, that member shall declare the conflict to the chairperson. The remaining Board or committee Members, with the advice of the President or Director of Labour Relations, shall determine by voting whether or not the member is in a conflict position.
- 9.2 Where it is decided by the remaining Members that a conflict of interest exists, that member will recuse themselves from hearing the matter. A recused Board or Committee member shall not remain present during the discussion of that particular matter or vote on it. As deemed appropriate by the chairperson, an alternate member may be solicited from the MSA Board to discuss the matter at hand.

## **10.0 Removal from Membership and/or Office**

- 10.1 Refusal to abide by the MSA Constitution and Bylaws shall constitute appropriate grounds for expulsion from membership or office within the MSA.
- 10.2 In accordance with Part 3, Section 7 of the Public Service Employee Relations Act, no trade union shall expel or suspend any of its Members or take disciplinary action against or impose any form of penalty on any person for any reason other than a failure to pay the periodic dues, assessment and initiation fees uniformly required to be paid by all Members of the trade union as a condition of acquiring or retaining membership in the trade union unless that person has been
- a) served with specific charges in writing
  - b) given a reasonable time to prepare the person's defence
  - c) afforded a full and fair hearing, including the right to be represented by counsel, and
  - d) found guilty of the charge or charges and, when a fine is imposed, fails to pay the fine after having been given a reasonable time to do so.
- 10.3 Investigation and Disciplinary Process

- 10.3.1 Any member who has reasonable grounds to believe that another member has been guilty of a breach of Article 8 “Code of Conduct”, or a breach of any of the Objects and Bylaws of the Association may make a complaint in writing to the Board within twenty-one (21) calendar days of becoming aware of the circumstances which are the basis of the complaint. The Board shall have sole discretion to consider or summarily dismiss any cases brought forward later than twenty-one (21) days from the date of the alleged breach, but in no case shall allegations older than six (6) months be heard. A decision by the Board to not hear a time-barred complaint shall be final and not subject to appeal.
- 10.3.2 Within ten (10) days of receipt of the complaint, the Board shall provide notification of the allegation to the respondent. The respondent will have ten (10) days to respond to the allegation.
- 10.3.3 The Board will decide to either (a) dismiss the complaint, or (b) schedule a meeting to hear testimony from both the complainant and the respondent within ten (10) days of receiving a response from the respondent.
- 10.3.4 If a meeting is to be scheduled, it will be done within ten days from the decision date in Article 10.3.3.
- 10.3.5 The Board will issue a decision within twenty-one (21) days of the final scheduled meeting at which it heard testimony from the complainant or the respondent.
- 10.4 In the event that any Board member engages in disorderly conduct during a meeting, the President or Vice-President may expel the Member from the meeting and the remaining Members shall constitute a quorum, provided at least six individuals remain in the meeting.
- 10.5 The Board is empowered to act upon its review of complaints and is able to give direction, impose sanction, or expel such individual from their MSA position or membership.

## **11.0 Appeals**

- 11.1 Any Bargaining Unit employee or MSA member who chooses to appeal a decision must do so in writing within twenty-one (21) days of being informed of such decision.
- 11.2 The matter shall be brought before the Grievance Review and Appeal Committee for a review of all documents relating to the matter. The Grievance Review and Appeals Committee shall make recommendations to the Board within twenty-one (21) days of receiving the notice of appeal.
- 11.3 The Board shall convene to decide the matter no later than fourteen (14) days following receipt of the recommendation from the Grievance Review and Appeals Committee, and shall notify the appellant no later than fourteen (14) days following the Board's decision.
- 11.4 Decisions of the Board to remove a member from office, committee, meeting or MSA membership may be appealed to a duly-called membership meeting where quorum is met. The member shall be provided ten (10) minutes to present their case. A motion to overturn the Board's decision must be supported by at least a seventy-five percent (75%) majority of votes cast. Such decision of the general membership meeting shall be final and binding.

## **12.0 Affiliations/Mergers**

- 12.1 The Association may affiliate or merge with any organization, association, provincial or national trade union, in order to further the fulfillment of its objectives, under terms acceptable to its Members. Affiliation or merger must be by resolution adopted by majority vote of the Members present and entitled to vote at a General or Special Meeting of the Association convened to vote on the affiliation or merger.

## **13.0 Voting: Nominations, Elections, By-Elections and Ratifications**

### **13.1 Quorum**

- 13.1.1 Fifty percent plus one (50% + 1) Members of the Board or MSA Committees shall constitute quorum.

13.1.2 The quorum for any General or Special Membership Meeting shall be thirty (30) Members.

## 13.2 Voting

13.2.1 Any member shall have the right to vote at any membership meeting of MSA and shall be entitled to one (1) full vote.

13.2.2 The chairperson of any meeting shall refrain from voting on any matter that requires a simple majority unless required to break a tie. In such case, the chairperson shall cast the deciding vote.

13.2.3 All votes must be made individually and personally.

13.2.4 The Board is authorized to utilize mail-in and/or electronic balloting, providing any system used for voting on positions or other sensitive matters fulfils the requirements of this Constitution and Bylaws (ie: Article 13.2.3) and maintains the principle of secret ballot voting.

13.2.5 An individual seeking to serve on a Board position for a second or subsequent term following being elected by acclamation or appointed to a position by the Board for lack of candidates, must be ratified by the membership in a secret ballot vote. In the event that the incumbent is not ratified, a by-election will be called. Nothing shall restrict the Board from reappointing the incumbent for a subsequent term, if the call for candidates for by-election is again insufficient as per Article 5.3.7.

## 13.3 Elections

13.3.1 Elections shall be held in the spring of each year at a time and in a form as defined by the executive.

13.3.1.1 Board; to be elected in alternating years

13.3.1.1.1 The President, Professional Development Committee Chairperson, and one half (1/2) of the Member Representatives shall be elected in the even years;

13.3.1.1.2 the Vice President, Secretary-Treasurer, Academic Council, and one half (1/2) of the Member Representatives shall be elected in the odd years.

13.3.1.2 Board of Governors Representative shall be elected every three (3) years, or as otherwise specified by the MacEwan University Board of Governors.

#### 13.4 By-Elections

13.4.1 By-elections shall be held as deemed necessary by the Board, to fill the unexpired portion of an ordinary term of office for any Board or Standing Committee member whose position becomes vacant.

#### 13.5 Nominations

13.5.1 The Board shall appoint a Returning Officer for the purpose of accepting nominations.

13.5.2 Nominations for all MSA Officers and committee Members must:

- a) be submitted on a nomination form approved by the Board;
- b) reach the returning officer by a date and time specified by the Board;
- c) be signed by at least two (2) Members and the nominee;

#### 13.6 Ratifications

13.6.1 Negotiation Committee shall define the timing and process for a ratification vote. Prior to the ratification vote, information on the settlement agreement shall be provided to the membership.

#### 13.7 Special Resolutions

13.7.1 Notice of Motion for an Special Resolution must be presented at a MSA Board Meeting at least twenty-one (21) days prior to the intended vote on the resolution, and must be circulated to all Members at least fourteen (14) days prior to the intended vote on the resolution.

13.7.2 A Special Resolution may be passed by a majority of not less than seventy-five percent (75%) of voting Members present at General or Special meeting.

### **14.0 Auditing**



- 14.1 The financial records of the Association shall be audited at least once each year by a duly qualified accountant.
- 14.2 A complete and proper audited statement of the financial standing of the Association for the previous year shall be submitted by the auditor to the fall General Meeting.
- 14.3 The fiscal year of MSA shall end June 30th.
- 14.4 The financial records of MSA may be inspected by a MSA member at any time upon giving reasonable notice and making suitable arrangements with the officer having charge of same.
- 14.5 Each Board Member of MSA may view any records of MSA, with reasonable notice and making suitable arrangements with the MSA office, except any member records deemed to be of a personal or private nature.

## **15.0 Banking**

- 15.1 The Board shall determine which federally or provincially regulated financial institution MSA shall use.
- 15.2 Disbursements against the account(s) of MSA shall be authorized under the signatures of any two signing Officers of MSA.
- 15.3 Annually, after the election of Officers, the Treasurer shall file with the appointed bank the necessary documents indicating current signing authorities.

## **16.0 Finances and Borrowing**

- 16.1 Funds for carrying out the work of the Association will be raised by way of membership fees, dues, assessments and other monies that may be received by the Association.
- 16.2 The Association may borrow, raise or secure the payment of money for carrying out its objectives, as it deems fit and in particular, by the issue of debentures. This power shall only be exercised under the authority of the Association, and in no instance will debentures be issued, or any money borrowed in excess of \$20,000, without the sanction of a special resolution of the membership.
- 16.3 The Board has the authority to expend funds as approved by the membership in the annual budget. Upon recommendation of the Finance Committee, the Board can

authorize expenditures for labour relations and negotiations matters without restriction. Any expense not related to labour relations that is not provided for in the budget in excess of \$10,000 requires approval through a special resolution of the membership.

- 16.4 Although the signing Officers of the MSA have full discretion to approve expenditures within the approved budget, it is a general expectation that the Finance Committee will be consulted when approving any unusual expense in excess of \$500.

### **17.0 Delegation to MSA Employees**

- 17.1 The Board is authorized to delegate roles and responsibilities of the Board or its Officers, including signing or voting authority for financial and labour relations matters and committee work, to employees of the Association, provided the delegation is consistent with the Board-approved job descriptions for the employee's position. Such delegation shall not supersede the authority of the Board.
- 17.2 In specific matters where a potential for a conflict of interest exists (ie: human resources committee), employee input shall be limited to non-voting informational input.

### **18.0 Amendment of Bylaws**

- 18.1 These Bylaws may not be rescinded, altered or added to except by Special Resolution of a meeting of the membership.