Bylaws for the University of Lethbridge Postdoctoral Association

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PREAMBLE

The Bylaws

The following articles set forth the Bylaws of The University of Lethbridge Postdoctoral Association (ULPA), which have supremacy over any other approved policies, rules, or regulations of the ULPA should any conflict arise among governing documents.

Definitions

In these Bylaws, the following words have these meanings.

- The "**ULPA**" refers to The University of Lethbridge Postdoctoral Association.
- The "***PSLA***" refers to the *Post-Secondary Learning Act*, Statutes of Alberta 2003, Chapter P-19.5 as amended, or any statute substituted for it.
- The "***LRC***" refers to the Alberta *Labour Relations Code*, Revised Statutes of Alberta 2000, Chapter L-1 as amended, or any statute substituted for it.
- The "**UNIVERSITY**" refers to the University of Lethbridge.
- "**Postdoc**" refers to any person holding a postdoctoral appointment or occupying a postdoctoral position at the UNIVERSITY, including (but not limited to): postdoctoral scholars, postdoctoral fellows, postdoctoral researchers, postdoctoral associates, and guest postdocs.
- "**Employee Postdoc**" refers to any person holding a "postdoctoral fellow employee" appointment at the UNIVERSITY, as defined in the ULPA collective agreement
- "**Non-employee/out-of-scope Postdoc**" refers to any person holding a postdoctoral position at the UNIVERSITY which is considered out of scope of the ULPA collective agreement. These postdocs are governed by the UNIVERSITY's Non-employee Postdoc policy.
- The "**Executive**" refers to the Executive Council of the ULPA, comprised of the Executive Officers who are current members of the ULPA elected by their peers to the highest positions of authority in the ULPA, as defined in Article 5.
- "**Officer**" means any Executive Officer listed in Article 5.2.
- "**Bylaws**" refers to these Bylaws of the ULPA as amended.
- "**Member**" means any member of the ULPA.
- "**Non-employee member**" means a member of the ULPA who the UNIVERSITY considers to not have employee status. For non-employee members, dues are optional.
- "**Employee member**" means a member of the ULPA who the UNIVERSITY considers to have employee status. Employee members are required to pay dues.
- "**Member in Good Standing**" means a member who has paid all required fees to the ULPA and who has not had their Membership suspended or revoked under Article 4.5. Members in Good Standing are entitled to vote in elections, referendums (online or otherwise), and at any general meeting of the ULPA. Non-employee members may opt in to pay dues and become a Member in Good Standing.
- "**AGM**" refers to the Annual General Meeting of the ULPA described in Article 7.3.
- "**SGM**" refers to a Special General Meeting of the ULPA described in Article 7.4.
- The "**CRO**" refers to the Chief Returning Officer – a member of the ULPA appointed by the Executive to oversee the annual election of the Executive, and any necessary by-elections or referenda described in Article 6.1.
- The "**Fiscal year**" ends on August 31st each year and is referred as the period over which

annual financial statements are calculated.

- A "**business day**" is a weekday on which the UNIVERSITY is not closed according to the UNIVERSITY Calendar.
- "**Policy**" refers to a plan of action or guidelines developed by the ULPA, whether formally documented and maintained ("official policy") or informally followed as a matter of habit.
- Matters (e.g., motions) resolved by "**majority vote**" require 50% +1 of eligible votes cast to be in favor to pass.
- Matters (e.g., motions) resolved by "**2/3 majority vote**" require 66.7% of eligible votes to be cast in favor to pass.

Interpretation of Bylaws

The following rules of interpretation must be applied in interpreting these Bylaws.

- Singular and Plural: words indicating the singular number also include the plural, and vice-versa.
- Corporation: words indicating persons also include corporations.
- Headings are for convenience only and do not affect the interpretation of these Bylaws.
- Liberal Interpretation: these Bylaws must be interpreted broadly and generously.

1. NAME and LAND ACKNOWLEDGEMENT

1.1. Name

The name of the association is “The University of Lethbridge Postdoctoral Association”, which may also be known or referred to as the ULPA (used throughout this document).

1.2. Land Acknowledgement

We acknowledge that the UNIVERSITY is situated on traditional territory of the Niitsitapi (Blackfoot). The UNIVERSITY is also located on Treaty 7 lands, signed in 1877 between the Government of Canada and the Siksika, Kainai, Piikani, Stoney-Nakoda, and Tsuut'ina. Additionally, the city of Lethbridge is Métis Region 3, as defined by the Métis Nation of Alberta. We recognize the diverse population of Indigenous peoples who attend the UNIVERSITY and the contributions these peoples have made in shaping and strengthening the UNIVERSITY community in the past, present, and in the future.

2. AUTHORITY

2.1. Authority

The authority of the ULPA and the contents of these Bylaws are granted and governed, respectively, by the *PSLA* and the *LRC* of Alberta.

2.1.1. The minimum requirements for provisions set forth in these Bylaws are governed by Section 92.2(1) of the *PSLA*, which must always be adhered to.

2.1.2. The ULPA was established and incorporated by order of the Lieutenant Governor in Council of Alberta on May 4, 2017 (as per Section 92.1 of the *PSLA*) and thus the corporation and its Bylaws are not governed by the *Societies Act* or the *Companies Act*, as incorporation occurred independent of those pieces of legislation.

2.1.3. These Bylaws, once approved by the members of the ULPA, serve as the official documents governing the affairs of the ULPA, as per Section 92.2 of the *PSLA*.

2.1.4. The LRC deems the ULPA a trade union for the purposes of acting as the bargaining agent for the UNIVERSITY postdocs (Section 58.5(2)) and provides exclusive authority for the ULPA to bargain collectively on behalf of the UNIVERSITY postdocs and bind them by a collective agreement (Sections 58.5(1)(c)).

2.1.5. The collective bargaining authority of the ULPA is subject to the future effects of the application of Divisions 4 to 9 of Section 58.2(2) of the *LRC*.

2.1.6. These Bylaws shall take precedence over all other policies and regulations of the ULPA if any conflict arises among governing documents.

3. VISION AND MISSION

3.1. Vision

The vision of the ULPA is one of a strong community in which postdocs are provided fair and reasonable compensation for their work, in a safe and respectful workplace. Additionally, postdocs will receive appropriate benefits, effective career and professional development opportunities, a supportive network, and equal rights and privileges. This support will be similar to that which is afforded to other groups engaged in academia and research at the UNIVERSITY such as undergraduate and graduate students, faculty members, and staff. The ULPA recognizes the diversity of our campus and is committed to equality and equal opportunity for all peoples regardless of race, religion, ethnicity, creed, sexuality, gender, or ability.

3.2. Mission

The overarching mission of the ULPA is the betterment of the postdoctoral experience at the UNIVERSITY. Toward that goal, the ULPA will advocate for improvements in the UNIVERSITY's workplace related to postdoctoral training, working conditions, and labor relations based on input from members of the ULPA . The ULPA will work to strengthen the postdoctoral community at the UNIVERSITY by enhancing engagement in University governance, organizing events, taking initiatives to increase social support and wellbeing, and providing quality services to our members. The ULPA shall pursue its mission by:

a) collecting data from MEMBERS on their experiences and perceptions about working at the UNIVERSITY via surveys and other means to ensure appropriate representation of their interests;
b) acting, based on that data, as the collective voice for our members in discussions with the UNIVERSITY administration regarding postdoctoral policy, guidelines, and services at the University;
c) acting as the primary liaison between the postdoctoral community and the administration of the UNIVERSITY on matters related to working conditions, labour relations, and training opportunities;
d) acting as the exclusive bargaining agent for all employee postdocs of the UNIVERSITY;
e) collaborating with the Postdoctoral Office, the Office of the Vice-President (Research), and other groups on campus to promote and develop effective training and career development opportunities for postdocs;
f) holding career and professional development events for any postdocs (e.g., annual Professional Development Day);
g) creating or identifying and sharing information and resources of relevance and/or utility to the postdoctoral community at the UNIVERSITY;
h) recruiting and nominating postdoctoral representatives for academic councils and committees as required and facilitating communication among postdoctoral representatives across the UNIVERSITY campus;
i) promoting postdoctoral engagement in events or initiatives in the wider the UNIVERSITY community;
j) building and maintaining a strong, caring and supportive postdoctoral community by providing support services for postdocs and facilitating communication and interaction among postdocs via social and networking events and other initiatives; and
k) facilitating initiatives and activities for greater interaction between local community and postdocs in disseminating knowledge, sharing ideas and exchanging views for a

prosperous and vibrant society.

4. MEMBERSHIP

4.1. General

4.1.1. Any individual holding a postdoctoral appointment or occupying a postdoctoral position at the UNIVERSITY shall be automatically considered a member of the ULPA , regardless of their source(s) of funding, types of funding (salary or stipend), position title, nationality, immigration status, or the duration and full- or part-time nature of their contract (PSLA 1(k.1)).

4.1.2. Membership in the ULPA is non-transferable and ceases immediately upon the date that an individual ceases to hold a postdoctoral appointment or occupy a postdoctoral position at the UNIVERSITY for any reason, including death.

4.1.3. Non-employee postdocs are considered 'non-voting' members and are not required to pay membership fees (as described below).

4.1.4. Voting members shall be ‘in good standing’, when they have paid their dues in full and have not violated the Bylaws of the ULPA .

4.1.4.1 Voting members who take any leave of absence but maintain their employment at the University shall continue to be members in good standing

4.2. Membership Fees

4.2.1. The ULPA is empowered to levy a mandatory membership fee to be paid by all members. The fees will be determined in accordance to rates agreed on by a general meeting.

4.2.2. Fees shall be reviewed annually, and any changes must be approved by a majority vote of the entire voting membership. An increase in the fee less than or equal to 1.5% can be made at the discretion of the board, there shall be a 30-day notice of the change to the membership and a special meeting will be called to allow for employee member feedback. An increase in the fee above 1.5% must be made by majority vote of the membership at a town hall, special meeting, or via referendum.

4.2.3. The ULPA fee shall be set at 0.9% of the gross annual income for each employee member and shall be levied from their pay by the UNIVERSITY and remitted monthly to the ULPA . For convenience the ULPA may have membership fees automatically deducted from the salary or stipend of any employee member paid by the UNIVERSITY.

4.2.4. For non-employee members, the membership fee is optional (but must be paid if the member wishes to be a Member in Good Standing). If a non-employee member opts to pay the membership fee, it will be set at the same rate as outlined in 4.2.3. The member will coordinate with the ULPA a mutually convenient way to pay the fee.

4.2.5. Any member whose contract is terminated for any reason prior to their established end date is entitled to apply for reimbursement of a portion of the membership fee they paid for that period. The amount of reimbursement will equal the daily/monthly value of the membership fees paid, multiplied by the number of days/months remaining between their termination date and the date that they were next expected to pay membership fees to the ULPA .

4.2.6. Any member who is found to have paid less to the ULPA than was due based on their gross annual income during their postdoctoral appointment shall be billed the difference and charged 5% interest per annum until the amount owed to the ULPA is paid in full.

4.2.7. Any member who owes the ULPA membership dues may have their rights and privileges

suspended until the debt is paid in full, or appropriate arrangements for periodic payment have been made and then approved by the Executive Council.

4.3. Rights and Privileges of Members

4.3.1. Any ULPA member, regardless of status, shall have the right to:

a) receive communications from the ULPA ;
b) receive notice of any General Meeting of the ULPA via email;
c) attend meetings and events organized by the ULPA ;
d) attend and speak at any General Meeting of the ULPA ;
e) petition the Executive regarding any matter related to the mission of the ULPA;

4.3.2. Any ULPA Member in Good Standing (regardless of employee status with the University) shall have the right to:

a) nominate themselves or other Members in Good Standing for positions on the ULPA Executive;
b) be nominated and elected to positions on the ULPA Executive;
c) cast one (1) vote on each question or motion in any election, referendum, or general meeting of the ULPA;
d) inspect electronic copies of any of the ULPA governing documents, meeting minutes, annual financial statements, or other books/records of the ULPA that are not classified as confidential (see Articles 9.5.3.2 and 9.5.4) by these Bylaws or an order of the Executive once per fiscal year;
e) move a motion, in accordance with Article 5.2.5, for the removal or impeachment of any member of the ULPA Executive; and
f) propose an amendment to these Bylaws, in accordance with the guidelines for amendments set out in Article 10.

4.3.3. Any ULPA Employee Member in Good Standing shall have the right to:

a) participate in any consultations related to collective bargaining;
b) vote on any collective bargaining agreements that the ULPA negotiates with the UNIVERSITY on their behalf;

4.3.4.The Executive Council may, at its discretion, establish additional privileges associated with membership, which are not considered rights and may therefore be altered or rescinded by a majority vote of the Council at any time.

4.4. Obligations of Members

Members of the ULPA shall have the following obligations:

a) to pay fees levied by the ULPA in accordance with these Bylaws; and
b) to respect the authority of the Executive Council of the ULPA and observe the Bylaws of the ULPA as well as any rules, policies, and guidelines established in accordance with these Bylaws.

4.5. Withdrawal, Suspension and Expulsion of Members

4.5.1. As per section 92.1 of the PSLA, all postdocs working at the UNIVERSITY are required to be members of the ULPA and may only withdraw from the ULPA on religious grounds as described in section 29 of the LRC.

4.5.2. Loss of nomination/election rights - Any elected official who is expelled from office prior to the end of their term shall be automatically stripped of the right to be nominated or elected to

seats on the Executive Council in all subsequent elections.

4.5.3. The Executive Council may, at its sole discretion, develop additional regulations regarding the suspension and/or expulsion of members in accordance with Section 26 of the LRC.

4.6. Liability of Members

4.6.1. Regardless of how a Member ceases to be a Member, they remain liable for any debts owed to the ULPA at the date of ceasing to be a Member.

4.6.2. Former members have no continuing obligations to the ULPA with the exception of Article 4.6.1.

4.6.3. No member is, in their individual capacity, liable for any debt or liability of the ULPA.

5. GOVERNANCE

5.1. General Principles

5.1.1. In accordance with Section 92.2(1) of the PSLA, the business and affairs of the ULPA shall be managed by the Executive Council ("the Executive") of the ULPA, which shall be elected by the members of the ULPA in accordance with these Bylaws and any other policies regarding election procedures approved by the ULPA.

5.1.2. The ULPA shall remain an autonomous body with the rights and privileges given to it under the PSLA and LRC and shall not enter into any agreements that require abandoning any of those rights or privileges.

5.1.3. Unless otherwise stated in these Bylaws, or an approved policy document made in accordance with these Bylaws, all decisions related to the governance and operation of the ULPA will be made by majority vote of the eligible voting members in attendance at any meeting or of the eligible members who cast votes in any online election, referendum, or Executive vote by the deadline established by the Executive Council in accordance with these Bylaws.

5.2. The Executive Council

5.2.1. Composition

5.2.1.1. The Executive of the ULPA shall be comprised of 6 elected officials, also known as "Executive Officers" of the ULPA , who shall be elected as described in Article 6.

5.2.1.2. The roles of each particular position are outlined in Article 5.2.3. The elected positions on the Executive shall include the following:

a) President
b) Vice President Internal
c) Vice President External
d) Vice President Communications
e) Vice President Operations; and
f) Vice President of Finance

5.2.2. Powers and Responsibilities

5.2.2.1. The Executive is empowered as the sole governing body of the ULPA, with exclusive authority to manage the business, operations, and affairs of the ULPA and shall be

ultimately responsible for ensuring the continuity of the ULPA and for pursuing the mandate, vision, and mission of the ULPA.

5.2.2.2. Decisions made by the Executive in accordance with these Bylaws, or any policy documents made and approved in accordance with these Bylaws, are binding on all Members and Officers of the ULPA.

5.2.2.3. The powers of the Executive shall include, but not be limited to:

a) the authority to bargain collectively with the UNIVERSITY on behalf of the members of the ULPA;
b) the authority to speak on behalf of the ULPA and its members as a group;
c) the amendment of portions of these Bylaws as described in Article 10;
d) the creation, approval, and amendment of other governing documents that describe the rules, regulations, and policies that govern the management and operation of the ULPA in accordance with these Bylaws;
e) enforcement of the ULPA Bylaws as well as any rules, regulations, and policies of the ULPA made in accordance with these Bylaws;
f) management of all business and affairs of the ULPA on behalf of members, including full control of all funds, finances, assets, and/or properties of the ULPA ;
g) the authority to hire, manage, and terminate any employees, external agents, or companies for the purposes of performing specific functions or tasks for the ULPA under the direction and supervision of the Executive; and
h) the authority to delegate portions of the Executive Council's powers and responsibilities to other parties for the purposes of performing specific functions or tasks as needed, without limiting the general responsibility of the Executive.

5.2.2.4. Residual discretionary power – the Executive Council shall possess residual discretionary power over matters not explicitly governed by the regulations set out in these Bylaws and related governance documents of the ULPA .

5.2.2.5. The responsibilities of the Executive shall include, but not be limited to:

a) collective bargaining with the UNIVERSITY on behalf of members;
b) collecting input from members to ensure appropriate representation of their interests in any consultations/negotiations with the UNIVERSITY;
c) the development of advocacy and lobbying actions/initiatives as guided by input from members;
d) the creation of policies to ensure efficient and effective operation and management of the ULPA and its properties or assets, and the sharing of said policies with the membership;
e) adherence to and enforcement of the ULPA Bylaws as well as any other rules, regulations, and policies of the ULPA made in accordance with these Bylaws and communicated to members;
f) protection of members with respect to privacy and liability;
g) protection of the ULPA with respect to confidentiality and liability;
h) the keeping of records from the ULPA meetings, elections, and referenda, and the sharing of said records with the membership;
i) the negotiation and approval of all contracts and agreements entered into by the ULPA;
j) the maintenance of all accounts (online, financial, or otherwise) owned by the ULPA and the keeping of all account and financial records;
k) the creation and approval of an annual budget for the ULPA each year;
l) financing the operations of the ULPA via borrowing, fundraising, and revenue generation as needed;
m) paying all expenses from the ULPA fund for operating and managing the ULPA;
n) the maintenance, investment, protection, and liquidation of any assets or property acquired by the ULPA;

o) the hiring/appointment, management, payment, and termination of any employees, sub-contractors, or external agencies for the performance of specific tasks or services (e.g., legal counsel) as needed for the ULPA;
p) ensuring the continuity of the ULPA and the Executive Council;
q) all external representation of the ULPA and its members as a group (e.g., interactions with media, government, or other agencies);
r) organizing and executing general meetings of the membership (see Article 7);
s) holding regular Executive Meetings (generally monthly) at least 10 times per year; and
t) appointing representatives from the ULPA to seats on the councils and committees that govern the UNIVERSITY as requested, required, or negotiated.

5.2.3. Executive Officers

5.2.3.1. Common Responsibilities

Executive Officers are obliged to fulfill the general responsibilities of the Executive as a group, as well as the duties and responsibilities associated with their position on the Executive, as described in Article 5.2.3.3.

5.2.3.2. Common Powers

a) Each Executive Officer shall have the right to move motions for consideration by the Executive Council at any time and without support from any other member.
b) Except for the President, who only casts a vote if required to break a tie, each Executive Officer shall have the right to cast one (1) vote on any motion or decision being considered by the Executive Council.

5.2.3.3. Details of Roles

The duties and powers associated with each position on the Executive Council are described in the following list, which is not exhaustive, and may be amended by a simple majority vote of the Executive Council.

a) President

- Supervises and guides the affairs and actions of the Executive
- Conducts or oversees all negotiations done on behalf of the ULPA or its members, including collective bargaining, or delegates this role to another ULPA member or consultant, if the other Executive members vote in favour
- Chairs all meetings of the ULPA, unless delegated to another Officer
- Is an ex officio member of all Committees of the ULPA
- Acts as the spokesperson for the ULPA, or delegates this role to another ULPA member or consultant, if the other Executive members vote in favour
- Is primarily responsible for ensuring the effective and efficient functioning of the Executive and the ULPA and for ensuring the continuity of the ULPA

b) Vice President Internal

- Acts as the primary liaison between the Executive of the ULPA and the faculties, departments, institutes, and offices internal to the UNIVERSITY

c) Vice President External

- Acts as the primary liaison between the Executive of the ULPA and any individuals, organizations, or groups external to the ULPA and the UNIVERSITY, including other

postdoctoral associations at the provincial and national levels

d) Vice President Communications

- Acts as the point of first contact for the members of the ULPA
- Responsible for communicating the affairs of the ULPA and the Executive Council to the membership via email and posts on the ULPA website and/or social media accounts

e) Vice President Operations

- Organizes Executive Council meetings as well as meetings of the general membership
- Records and minutes for all meetings of the ULPA and the Executive
- Manages the storage of all official records of the ULPA and the Executive Council and the sharing of those records with members as needed

f) Vice President Finance

- Conducts all financial transactions on behalf of the ULPA
- Manages all the ULPA's financial accounts including the maintenance and storage of financial records and the sharing of those records with members as needed
- Responsible for developing the annual budget of the ULPA in consultation with other members of the Executive

5.2.4. Terms of Office

5.2.4.1. Executive Officers shall hold their elected positions for one full calendar year, beginning from the date of election or acclimation of their position and ending with the following year's election.

5.2.4.2. Executive Officers can resign from their position on the Executive at any point, by submitting an electronic or paper letter of resignation to the President or informing the Executive in person at any Executive meeting with no less than 30 days' notice.

5.2.4.3. The resignation takes effect either at the end of the months' notice or on the date the Executive approves another Member to fill that position.

5.2.4.4. If a position, other than the Presidency is left unfilled following an election or vacated for any reason prior to the end of a member's elected term, the Executive has full and exclusive authority to appoint any current member of the ULPA in good standing to fill that position until the next election.

5.2.5. Removal of an Executive Officer

5.2.5.1. An Executive Officer is automatically and immediately removed from the Executive upon death or the end or termination of their postdoctoral work at the UNIVERSITY.

5.2.5.2. A motion to remove an Officer of the Executive may be put forward by any Member or Officer of the ULPA if the Officer in question has:

a) Failed to perform their duties as described in these Bylaws for a period of at least 30 days without providing a warning or explanation to the Executive;
b) Failed to abide by these Bylaws, or other rules, policies, and guidelines of the ULPA established in accordance with these Bylaws;
c) Disrupted meetings or functions of the ULPA;
d) Done or failed to do anything judged to be harmful to the ULPA; or
e) Been found guilty of activities deemed inappropriate of an Officer of the ULPA (e.g., illegal acts, abuse of power, or violations of the UNIVERSITY Code of Conduct).

5.2.5.3. The Officer will be notified via email that a motion to remove them from the Executive has been put forward and given one (1) week from the time of notification to respond to the Executive regarding the charges underlying the motion.

5.2.5.4. If an Officer fails to respond to the Executive within that period, they shall be deemed

to have resigned from the Executive and will be replaced as per Article 5.2.6.

5.2.5.5. If the Officer responds to the Executive within that period, they shall be allowed to defend their actions and argue against the charges brought forward.

5.2.5.6. The Executive will hold a special meeting to determine the outcome of the motion to remove, where the person who initiated the motion and the Officer in question will both be allowed to present evidence and arguments to the Executive.

5.2.5.7. Either party may request the attendance of other guests, witnesses, or representatives, subject to approval by the Executive.

5.2.5.8. The Executive shall limit the time allotted for the presentation of evidence by each party and may choose to adjourn the meeting to a later date if further evidence is required from either party to reach a decisive verdict.

5.2.5.9. Once the Executive is satisfied with the evidence presented, the parties involved in the dispute (including the Officer facing charges) will be asked to leave the meeting and the remaining members of the Executive will hold an *in-camera* session to vote on the motion to remove the Officer.

5.2.5.10. In response to an impeachment motion, the Executive has sole jurisdiction and full latitude in deciding the fate of the Officer in question, and may choose to:

a) Remove the Officer from the Executive immediately.
b) Remove the Officer from the Executive as soon as a replacement can be found.
c) Issue a written warning from the Executive that explicitly states the charges, any required actions to rectify wrongdoings, and a deadline for completion of those actions (if appropriate).

5.2.5.11. Should an Officer fail to follow the course of action laid out in a written warning from the Executive they may be removed from office by a majority vote of the Executive.

5.2.5.12. The Executive's rulings regarding impeachment motions are final and the Officer in question shall not have the option to appeal.

5.2.5.13. Any officer of the ULPA who is removed from the Executive because of impeachment proceedings is automatically barred from nomination to the Executive in subsequent elections.

5.2.6. Succession and Continuity of the Executive

5.2.6.1. If the presidency of the ULPA is vacated, the Executive will, by majority vote, select another Officer from the current Executive to take the position of President.

5.2.6.2. If any other seat on the Executive is vacated prior to the end of term, the Executive may choose to leave the seat empty until the subsequent election or appoint a new interim member of the ULPA.

5.2.6.3. Once the decision to appoint a new Member is made, the position must be advertised to the general membership in a call for nominees.

5.2.6.4. Those nominees will submit the same information as required for election nominations by a pre-determined date set by the Executive, as per Article 6.2.2.

5.2.6.5. The decision of which candidate is appointed to that role shall be made by a majority vote of the Executive.

5.2.6.6. The approved candidate shall have all the rights and responsibilities associated with their appointed position on the Executive but will only hold that position until the time of the next regular election.

5.2.7. Remuneration of Executive Officers

5.2.7.1. The elected Executive Officers will be remunerated for the time and effort they contribute to the ULPA and the value of that remuneration will be set by a separate policy document entitled the Executive Remuneration Schedule.

5.2.7.2. Changes to the Executive Remuneration Schedule may be made once per fiscal year and

must be approved by a majority vote of the Members via general meeting or referendum.

5.2.7.3. In the absence of an approved Executive Remuneration Schedule, the remuneration of Executive Officers will be determined by the following articles:

a) In general, the Executive Officers will each receive an annual honorarium valued at 2% of the revenue generated by the ULPA membership fees in the previous fiscal year, except for the President, who shall receive 2.5% of that revenue.
b) If paid staff are hired to manage the business and day-to-day operations of the ULPA, the Executive Officers shall receive honorariums valued at 1% of the revenue generated by the ULPA membership fees in the previous fiscal year, except for the President, who shall receive 1.5% of that revenue.
c) The Executive Council can agree to take a reduced renumeration for any given year, without requiring a vote of the membership.

6. Executive Council Elections

6.1. General Guidelines

6.1.1. Elections for the Executive Council will be held annually between August and October.

6.1.2. the Chief Returning Officer (CRO) will be responsible for overseeing all elections and implementing/executing all election-related procedures.

6.1.3. The CRO will be appointed by the Executive and given at least 30 days' notice to prepare for their duties. Preference for a CRO will be given as follows:

a) An executive member not running for the election (outgoing executive);
b) Any member of the ULPA in good standing
c) Another association member (e.g. ULFA, GSA).

6.1.4. In consultation with the Executive, the CRO will set dates for the following:

a) The call for nominees;
b) The deadline for nominees to submit biographical information and campaign statements;
c) The opening of campaigning; and
d) The opening and closing of voting.

6.2. Eligibility

6.2.1. All current members of the ULPA in good standing are eligible to be nominated or self-nominated for election to any position on the ULPA Executive. All current executives that wish to continue to hold their position must go through the election process every term they wish to occupy.

6.2.2. No individual may be elected for the same position on the Executive for more than two (2) consecutive terms or more than 3 times in total for that position.

6.2.3. The Executive may appoint any individual to an additional temporary term in the same position if no one else is nominated for that position during the nomination period and the person in question agrees to the appointment. If a new member in good standing is interested in the position, the previous executive should step down.

6.3. Nomination Procedures

6.3.1. The CRO will initiate election proceedings by announcing the call for nominations to the next year's Executive Council to all Members of the ULPA via email

6.3.2. The nomination period will be open for at least fourteen (14) days

6.3.3. An individual may only be nominated for one position in a given election, but nominees may change the position they are seeking up to seven (7) days prior to the opening of campaigning.

6.3.4. Nominations must be submitted electronically to the CRO prior to the close of the nomination period and must include the following information:

a) the nominee's first and last name;
b) the nominee's faculty and department/institute affiliations;
c) the position for which the person is being nominated;
d) the nominee's email address;
e) the first and last name and signature of the person or persons submitting the nomination.

6.3.5. The CRO will contact each nominee to:

a) Confirm acceptance of any third-party nomination;
b) Request a brief biography and statement of interest/experience to be shared with the membership during the campaign period.

6.3.6. The CRO is charged with recruiting nominees for each seat on the Executive and may contact nominees to request changes to nominations or actively recruit additional nominees to fulfill that goal at any time prior to the opening of campaigning.

6.3.7. To be eligible for election, all nominees must adhere to the rules set out by the CRO, including the timeline for submission of any information or statements.

6.4. Campaign Guidelines

6.4.1. If there are multiple nominees for a single position on the Executive the CRO, in consultation with the Executive, will establish a campaign period that lasts no longer than one (1) week and provide an outline of the campaign rules to each nominee.

6.4.2. Nominees shall be forbidden from spending money to campaign, and their access to the general members via email, online platforms, and/or in-person meetings shall be determined by the rules established by the CRO.

6.5. Election Procedures

6.5.1. Election voting will open, with the precise date being set by the CRO, in consultation with the Executive, each year.

6.5.2. Elections to the Executive shall be held either at the AGM or by online ballot using a secure, online polling application (managed by the CRO), that only allows eligible members to cast a single vote for each position.

6.5.3. For each elected position, the ballot will include the names of all candidates as well as their primary faculty/institution affiliation.

6.5.4. For voting taking place at an AGM, quorum must be met and each executive position must be called for vote separately. Each position must be won by majority vote. In the case of a tie, the winner will be decided by a coin flip administered by the CRO.

6.5.5. Polling will open once an email with the link to the active election form is sent to the members of the ULPA and will close at most seven (7) days later, on a date set by the CRO in consultation with the Executive.

6.5.6. In the case of contests between/among multiple nominees, the CRO will confirm the validity of each vote cast for each nominee prior to announcing the results of the election.

6.5.7. Under special circumstances, the Executive Council may, by a simple majority vote, extend election proceedings and/or delay the transfer of power to the new Executive for a period of time that shall not exceed 3 months.

6.6. Election Outcomes

6.6.1. The outcome of the ULPA elections shall be decided as follows:

a) If there is only one (1) nominee for a position, the candidate shall be awarded the position by acclamation.
b) If more than one (1) candidate is nominated for a position, the candidate receiving the most eligible votes from the ULPA membership will be declared the winner and elected to the Executive Council.
c) If the vote between multiple candidates for a single position ends in a tie, the winner shall be decided by a coin flip administered by the CRO with both nominees present.

6.6.2. The CRO shall be responsible for communicating the results of the election to the membership.

6.6.3. Any seat that remains unfilled following an election shall be filled by appointment as described in Articles 5.2.4 and 5.2.6.

7. MEETINGS

7.1. Regular Executive Meetings

7.1.1. The Executive shall hold regular meetings at least once each calendar month.

7.1.2. These meetings shall be called by the President, with a minimum of 2 weeks' notice.

7.1.3. These meetings shall be chaired by the President, or under special circumstances, another member of the Executive appointed by the President.

7.1.4. Quorum for Executive Meetings will be 50% +1 of the current Executive Officers, and meetings must include the President or a representative from the Executive Council appointed by the President to chair the meeting to proceed.

7.1.5. Any Executive Meeting that fails to meet quorum may be canceled at the discretion of the chair.

7.1.6. All Executive Officers have the right to cast one (1) vote on any motion or decision being considered by the Executive Council, except for the President, who only casts a vote to break ties in Executive and General Meetings of the ULPA .

7.1.7. Subject to any explicit exceptions stated in these Bylaws or related policy documents, all motions put forward to the Executive (whether moved online or during an Executive meeting) will be decided by a majority vote that requires 50% +1 of the votes cast in order to pass.

7.1.8. Purposeful abstentions for online or meeting votes shall be noted in the records but will not count as nay votes.

7.1.9. Failure to respond to an electronic vote on a motion by the established voting deadline will not be counted as a nay vote.

7.1.10. The President shall not have a vote on any regular motion moved in Council meetings or online, except in the case of a tie, wherein the President will cast the deciding vote.

7.1.11. For online motions, the President shall cast their deciding vote only after the voting deadline has passed and immediately upon learning that the vote is tied.

7.1.12. The use of online motions shall be reserved for items/issues that are desirable to approve prior to the next meeting that are not contentious (i.e., motions that are expected to

pass unanimously with little discussion, such as appointments and the approval of meeting minutes).

7.2. Emergency Executive Meetings

7.2.1. When justified, emergency meetings of Executive may be called by the President or upon the written request of any other two members of the Executive.

7.2.2. The request for an emergency meeting must be justified with at least two-thirds of the Executive agrees to the need for the meeting. Thes would often relate to a time-sensitive matter (e.g., less than 2 weeks) that involves significant penalties (e.g., financial) to the ULPA or its members.

7.2.3. These meetings shall be called with as much notice as possible and quorum is set at 50% of the members of the Executive Council.

7.3. Annual General Meeting

7.3.1. The ULPA Annual General Meeting (AGM) shall be held at the beginning of the University Fall semester, typically in September, with the date, time and location set by the ULPA Executive and communicated to the members of the ULPA with a minimum of 1 months' notice through the ULPA email list and other means.

7.3.2. The AGM shall include presentations from Executive Officers reviewing:

a) activities and events of the ULPA since January 1st of the current year;
b) policy changes implemented since January 1st of the current year;
c) the current financial situation of the ULPA including its income, disbursements, assets, and liabilities, audited and signed by the ULPA's auditor(s) as per Article 9.6;
d) nominations and procedures for any upcoming elections or referenda; and
e) any motions being brought to the general membership for approval.

7.3.3. Quorum for the AGM will be 20% of the ULPA Voting Members including Executive Officers.

7.3.3.1. If quorum for a referendum or general meeting (20% of voting members) is not met, business can proceed, but the missing votes (up to quorum) are all counted as nays. For example, if quorum is 50 voting members, but only 35 members vote, the 15 missing votes are all counted as nays, so 25+1 votes in favour would be required for the motion to pass.

7.3.4. Each member gets 1 vote on a given question or motion, except for the President, whose vote is reserved for breaking ties.

7.3.5. Subject to any explicit exceptions stated in these Bylaws or related policy documents, all motions put forward at General Meetings will be decided by a majority vote that requires 50% +1 of the votes cast to pass.

7.3.6. The Executive may establish policies that allow members to vote by proxy. In the absence of such a policy, members shall not be permitted to vote by proxy in the ULPA elections, referenda, or general meetings.

7.4. Special General Meetings

7.4.1. A Special General Meeting (SGM) of the ULPA members may be called by a majority vote of the Executive Council if the membership is required to meet for any purpose.

7.4.2. All members will be notified of these meetings at least 10 working days prior to the scheduled meeting date.

7.4.3. These meetings may be held in conjunction with referenda to facilitate the sharing of

information, provide a forum for voting, and/or promote engagement by members.

7.4.4. With respect to quorum , SGMs will be subject to the same rules as AGMs, as indicated in Article 7.3.3

7.5. Disruption of Proceedings

7.5.1. Any member who disrupts the proceedings of any meeting of the ULPA may be expelled by a majority vote of the Executive Members in attendance.

7.5.2. All rights and privileges shall be suspended immediately for any member who is expelled from a meeting and this suspension shall last for a period of 2 weeks, during which time the Executive shall determine whether further suspension of privileges, or other punitive actions, are warranted.

8. Referendums

8.1. Initiation of referenda

8.1.1. A referendum may be initiated when required by these Bylaws or by a majority vote of the Executive, or a member petition containing signatures from at least 10% of the members.

8.1.2. If/when a referendum is initiated, the Executive will appoint two executive members to run the referendum as outlined in these bylaws. These executives make up the Executive Referendum Officer team (ERO).

8.2. Referendum Announcement

8.2.1. After the Referendum is initiated, the ERO shall announce the Referendum Date and finalize the Referendum Questions(s) at the next Executive meeting.

8.2.2. Between the initiation of a Referendum and the associated Referendum Date, there shall be no fewer than thirty (30) days and no more than ninety (90) days.

8.2.3. All Referendum Questions must be in the form of a yes or no question, where “Yes” shall indicate the desire to change the status quo and “No” shall indicate the desire to retain the status quo.

8.3. Referendum Campaigning

8.3.1. Only Members in good standing may campaign in or participate in activities related to a ULPA referendum.

8.3.2. Individuals representing each side of each Referendum Question (“Yes” and “No”) shall be encouraged to organize a Supporting Committee. The functioning of these committees must follow any guidelines approved by the Executive regarding the Referendum Policies and Procedures.

8.3.3. The ERO shall allow for a minimum of five (5) and a maximum of ten (10) full business days of campaigning, immediately preceding the first day of voting.

8.3.4. Following the campaign period, the ERO shall allow at least two (2) uninterrupted business days for voting.

8.3.5. Voting shall take place via secure electronic process or by use of any other means deemed secure and appropriate by the ERO in consultation with the Executive Council.

8.4. Referendum Results

8.4.1. After the end of the voting period, the votes shall be counted by the ERO.
8.4.2. The counting of votes shall be witnessed by a neutral third party appointed by the ERO.
8.4.3. Each Supporting Committee may appoint a scrutineer to witness the counting.
8.4.4. At least ten (10) percent of all Members must have voted for the Referendum to be considered valid.
8.4.5. A majority of “Yes” votes is required for a change in the status quo.
8.4.6. The ERO shall make public the results of the Referendum and shall submit written reports at the earliest opportunity, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the Executive at the next regular meeting.
8.4.7. The results of a valid Referendum must be enacted as follows:

a) any actions required by the result of a valid Referendum shall be enacted within thirty days of the submission of the ERO's report to the Executive.
b) should disputes arise over the results of a Referendum or the enactment of a motion passed via Referendum, the dispute shall be resolved by a majority vote by the Executive Council after a Special Meeting of the Executive has been called to hear evidence on the matter.

9. MANAGEMENT

9.1. Legal and Financial Authority

9.1.1. Only the President or Vice President Finance has authority to open, manage, or close any financial accounts related to the ULPA or sign financial contracts or agreements on behalf of the ULPA .
9.1.2. Signing authority for all financial interactions shall require at least two signatories.
9.1.3. The signatories of the ULPA shall be the President, Vice President Finance, and one other executive voted by the Executive Council.
9.1.4. The signatories shall have the authority to sign cheques from the financial account(s) of the ULPA or enter financial agreements on behalf of the ULPA when the value of the transaction is $1,000 or less.
9.1.5. Approval of the Executive Council and signatures from two of the signatories shall be required for any transactions valued at >$1,000.
9.1.6. Approval of the membership (via general meeting or referendum) shall be required for any transactions valued at $10,000 or more.

9.2. Acquisition, management, and disposition of property

9.2.1. All physical property shall remain the sole property of the ULPA and the use or access to said property shall be governed solely by Regulations established by the Executive.
9.2.2. The Executive has full authority to acquire, manage, and dispose of property of the ULPA , provided that the value of the property in question is less than $10,000.

9.2.3. Decisions regarding property valued at >$10,000 shall be voted on by all members either at a general meeting or in a referendum.

9.3. Borrowing powers

9.3.1. The Executive may from time to time borrow money upon the credit of the ULPA by obtaining loans or advances from an accredited financial institution.
9.3.2. All new loans valued at $10,000 or less shall be approved by the Executive alone.
9.3.3. All new loans valued at >$10,000 shall be approved by the membership at a general meeting or via a referendum.

9.4. The Fiscal Year

The fiscal year of the ULPA will end on August 31st each year to ensure that the financial statements provided to members at the AGM in September of each year are accurate and relatively up-to-date.

9.5. Preparation, custody, and access to official documents, books and records of the ULPA

9.5.1. Preparation and Storage of official documents

9.5.1.1. The Vice President Operations shall be responsible for ensuring that up-to-date electronic copies of all governing documents and minutes from Executive and General Meetings are prepared, securely stored, and made available to members generally within 2 weeks following approval by the Executive or the Membership.
9.5.1.2. The Vice President Finance shall be responsible for ensuring that electronic copies of all financial records are maintained, securely stored, and available to members upon request, as per Article 9.5.3.6.

9.5.2. Meeting Minutes

9.5.2.1. At a minimum all minutes from the ULPA meetings will include:
a) The time, date, and location of the meeting.
b) The names of all members in attendance.
c) A record of all decisions made, and motions passed and the major points of discussion in reaching those decisions; except in the case where the Executive rules to exclude specific information from portions of a meeting from the minutes.

9.5.2.2. The minutes from all Executive and General Meetings must be approved by the Executive before entering the official record of the ULPA and being available for dissemination or sharing with members.

9.5.3. Financial records and books

9.5.3.1. The VP Finance shall prepare all financial books and records, with assistance from other members of the Executive or outside contractors as deemed necessary by the Executive.
9.5.3.2. Financial documents, books, and records of the ULPA shall be treated as confidential

and stored in a secure electronic and/or physical location unless their express release and/or dissemination is approved by the Executive or required by law.

9.5.3.3. Any financial statements or records that are prepared by the VP Finance for sharing with the general members (e.g., the annual statement prepared for the AGM) must be approved by the Executive prior to dissemination to the members.

9.5.3.4. Financial records that have been openly disseminated to members previously remain available to any current member upon request.

9.5.3.5. Only the Executive has unfettered access to all of the financial records of the ULPA at any time. Other qualified personnel from external agencies may be provided access to any or all of the ULPA's financial documents for a period of time as deemed necessary by the Executive.

9.5.3.6. The financial records of the ULPA may be examined by any Member after due notice has been given to the Vice President Finance or a designated Officer who shall establish a suitable time and place for the inspection of records and the conditions of inspection. The inspection shall take place on the UNIVERSITY campus in the presence of an Officer of the ULPA, and any account details or information related to an individual member of the ULPA shall be redacted to ensure the privacy of members and the security of the ULPA.

9.5.4. Records containing the personal information of the ULPA members

9.5.4.1. Any of the ULPA records that contain the personal information of members are hereby deemed strictly confidential and private and shall only be accessed by Officers of the Executive for the purposes of performing their duties as an elected official of the ULPA.

9.5.4.2. Under no circumstances will such records or information ever be sold, shared, or disseminated either publicly or privately to any organization, group, or individual external to the ULPA Executive, with the following exception:

a) The Executive may on occasion hire qualified external contractors to perform tasks or duties that require access to records containing the personal information of members, in which case said contractors must be bound by a confidentiality agreement that assures the privacy of the ULPA members.

9.5.4.3. These regulations include, but are not limited to, all membership lists and survey data; the latter of which may only be analyzed and reported as summarized data that does not reveal personal member information.

9.6. Audit of Accounts

9.6.1. The financial accounts of the ULPA will be formally examined and verified (audited) on an annual basis at the end of each fiscal year.

9.6.2. That audited financial report shall be presented to members at the AGM each year.

9.6.3. The Executive shall choose between the following options each year to decide how the annual audit will be completed:

a) Appoint two Executive Officers to audit the ULPA financial accounts; or

b) Hire a professional accountant to audit the ULPA financial accounts.

9.7. Indemnities

9.7.1. No member of the ULPA is, in the member’s individual capacity, liable for a debt or liability of the ULPA.

9.7.2. No Executive Officer, employee, or volunteer working for the ULPA in any capacity can be held liable for the debts or liability of the ULPA.

9.7.3. These Bylaws provide no protection to Officers, employees, or volunteers who commit acts of fraud, dishonesty, and/or bad faith.

10. AMENDMENT OF THE BYLAWS

10.1. These Bylaws may only be amended by a vote of the Membership via Referendum or General Meeting.

10.2. A motion to amend the Bylaws of the ULPA may be submitted to the Executive by any two (2) Members of the ULPA at any time. If passed by a majority vote of the Executive at the next Executive Meeting, the motion becomes a special resolution that must be decided by a majority vote of the Membership at a general meeting or via referendum.

10.3. If a petition to amend the Bylaws signed by at least 10% of the voting members of the ULPA is delivered to the Executive, it is automatically approved and becomes a special resolution that must be decided by a majority vote of the Membership at a general meeting or via referendum.

10.4. The Executive shall have sole authority to determine whether a special resolution will be decided by a referendum or at a general meeting, but the timing of the vote shall be subject to the following restrictions:

a) members must be notified of the proposed changes at least 14 days prior to the vote; and

b) the vote must be held within 60 days after the proposal is approved.