



# GMUFA POLICY & PROCEDURES HANDBOOK

Approved September 2022

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *COMMUNICATIONS POLICY*

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#### **1.0 Introduction**

The Grant MacEwan University Faculty Association is a legal entity responsible for information management with a mandate to advance the collective's interests and negotiate its members' terms and conditions of employment. The Faculty Association recognizes the need for effective, appropriate, and respectful communication from the Board of Directors, the Executive Committee, other Committees, and the staff. As such GMUFA communications will align with GMUFA mandate and business. Requests to communicate information not directly related to the GMUFA mandate or business will require approval of the Board of Directors.

#### **2.0 Board of Directors and Committees**

The Board of Directors and Committees have authority to govern the affairs of the Faculty Association and are responsible for communicating to the members. Individual Board Members and individual Committee Members contribute ideas and opinions for the advancement of the Faculty Association. Once the Board of Directors or Committee has made a determination within their authority, then the designated individual may communicate that information to the wider community. The President of the Faculty Association is the spokesperson for the Board of Directors and represents the Board of Directors to the wider community and other stakeholders. The Chair of a Committee, unless otherwise designated by the Committee's terms of reference, is the spokesperson to the Board of Directors for that Committee. The Vice-President will be the spokesperson of the Board of Directors when assuming the Office of the President.

#### **3.0 Responsibility**

Once the Board of Directors or the Committee have decided and the designate of the Board of Directors has communicated the decision to the larger community, all members of that Committee and the Board of Directors are expected to consistently support the Board of Directors or Committee decision, recognizing their individual opinion may differ.

#### **4.0 Executive Director and Staff**

The Board of Directors and Committees may at times delegate responsibilities to the Executive Director and staff. In these instances, the Executive Director and staff may represent and communicate Faculty Association business.

## **5.0 Member Information**

All members and staff in the commission of Faculty Association business will respect the confidentiality of members. Communication of personal information is prohibited unless in the employ of discharging the Faculty Association's mandate. Please refer to the ***GMUFA Personal Information and Protection Act Policy***.

## **6.0 Legislation**

The Grant MacEwan University Faculty Association is subject to and follows Canada's Anti-Spam Legislation. This legislation prohibits the Grant MacEwan University Faculty Association from improper use of member's contact information. Any violation of this legislation must be reported to the Executive Director and the President of the Faculty Association.

## **7.0 Stakeholders**

The Faculty Association is involved with external associations and organizations. The staff will be responsible for the liaison with these groups. Official communication will follow the protocols as established in the above articles. Communication with the different orders of government will be exclusively from the Board of Directors with the President as the spokesperson unless otherwise designated by the Board of Directors.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *DONATIONS POLICY*

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#### **Preamble**

This policy provides guidelines for the donation of funds on behalf of the Grant MacEwan University Faculty Association (GMUFA). The GMUFA endeavors to provide support to organizations, projects, and individuals, both internal and external to the University, that provide benefit to the Faculty Association.

- 1.0 The GMUFA has prioritized three core funding areas that relate to the mandate of bargaining and application of the Collective Agreement.
  - Supports academia
  - Supports labour in post-secondary education
  - Promotes the GMUFA within global, national, provincial, and civic communities
- 2.0 The Grant MacEwan University Faculty Association will only donate to organizations or individuals that are directly related to the three core funding areas.
- 3.0 Organizations that can directly solicit funds from individual members will not receive donations from the GMUFA.
- 4.0 The Board of Directors must approve by motion any donations in excess of the annual budget allocation.
- 5.0 The Executive Director will administer the donation allocation in conjunction with the Executive Committee ensuring that donated funds adhere to the **GMUFA Donations Policy**.
- 6.0 All requests must be supported by documentation.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *ELECTIONS POLICY*

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#### **1.0 Chief Returning Officer (CRO)**

The term of the position of the CRO is from the time of appointment to the conclusion of the election process when voting results determine elected candidates.

The CRO will be appointed by the Board of Directors prior to the call for nominations.

#### **CRO Responsibilities and Oversight:**

- a) The CRO will ensure compliance with GMUFA governance documents.
- b) The CRO will ensure all candidates are informed they may appoint an election result scrutineer.
- c) The CRO will receive all candidates' scrutineer names and will forward them to the Faculty Association. A candidate is responsible to ensure their scrutineer is present at the time voting closes. Should a scrutineer not present themselves, then the CRO will satisfy the role of scrutineer for all candidates.
- d) The CRO will ensure all signed nomination forms conform to GMUFA requirements.
- e) Upon receiving a nomination, the candidate will be informed of the processes, resources, and schedules of GMUFA elections.
- f) The CRO will invite nominees to submit a written statement of candidacy to the Faculty Association by a specific date to be posted to the GMUFA website. Photo included if candidate provides a compatible format for posting.
- g) The CRO will provide each candidate a schedule of the election.
- h) The CRO will determine if candidates want to participate in a candidate's forum soliciting their availability for scheduling.
- i) The CRO will ensure candidates are informed they may book the GMUFA Boardroom, the GMUFA Zoom account or similar platform for campaigning purposes, subject to availability. The candidate must ensure any GMUFA resource is not altered and used as it exists.
- j) The CRO may solicit questions from the membership and choose questions to be given to each candidate to respond in written format. Rules of written format will be communicated to the candidates. Each candidate will be given the same amount of time to formulate a response recognizing campaigning is restricted to **fourteen (14) calendar days**. Every written response provided by the deadline will be posted to the GMUFA website.
- k) The CRO will engage processes in conjunction with the Board of Directors and the staff to encourage members to vote.
- l) The CRO will view the election results with the presence of the candidates' scrutineers.

- m) The CRO will be the contact for candidates for questions or clarifications regarding the GMUFA election process.

## 2.0 Candidates' Responsibilities

- a) Campaigning is the responsibility of the candidates.
- b) For providing a written statement of candidacy and photo in compatible format to the CRO.
- c) Creation of any campaign materials.
- d) Providing schedule of availability to the CRO.
- e) Candidates are responsible for their conduct during an election and will not be protected by the GMUFA's Union Management Liability Insurance.
- f) Candidates are subject to all applicable laws of our jurisdictions and this Policy does not provide any protections or resources if a candidate is involved in an action against them.

## 3.0 Nominations and Eligibility

- a) Eligibility for elected office is set forth in the GMUFA's Constitution and Bylaws.
- b) Members should be nominated by three members.
- c) Nominations will be received in person or electronically by the GMUFA Office. Nomination forms will be made available online and in hard copy at the GMUFA Office.
- d) Electronic nominations require an email from each nominee to be sent to the GMUFA.

## 4.0 Campaigning

- a) The campaign period will last **fourteen (14) calendar days**.
- b) The GMUFA, its elected representatives and staff, will not endorse a candidate, participate in, or provide material support to any candidate's campaign.
- c) The GMUFA President will moderate the candidate's forum unless they are a candidate. In that instance, the Board of Directors will appoint a moderator.
- d) Candidates may book the GMUFA Boardroom, the GMUFA Zoom account, or similar platform for campaigning purposes, subject to availability.

## 5.0 Voting

- a) Voting will open on the next business day following the conclusion of the campaign period.
- b) Voting will follow GMUFA governance documents.
- c) There is no proxy voting.
- d) Candidates are **not permitted** to campaign during the voting period nor may other members or another stakeholder campaign for them.
- e) Candidates in a contested election will be elected according to the GMUFA governance documents.

## **6.0 Election Results**

- a) The election results of each position will be viewed by the CRO and candidates' scrutineers upon election close.
- b) The CRO will contact all candidates indicating if the candidate was elected to the position or not.
- c) Candidates are entitled to a more detailed breakdown of their position results. Only the names of the successful candidates will be communicated to the membership.

## **7.0 Recounts and Violations of the Policy**

- a) Any candidate may request to view the vote result for their position only.
- b) Alleged violations of this Policy may be brought to the Faculty Association Executive Committee and if any were themselves a candidate, they are automatically recused. The Board of Directors may appoint another Board member(s) to assist the Faculty Association Executive Committee if any were recused.
- c) The Faculty Association Executive Committee will investigate the matter or choose a delegate to do so, and make a recommendation to the Board of Directors, who will determine whether the Policy has been violated and if the violation was significant enough to have altered the election.
- d) The Board of Directors will make a final and binding decision on how to address the violation, and what additional processes or persons may be needed to rectify the violation if any are required at all.
- e) Additionally, if a Board member is a party to the allegation, either as complainant or respondent, they will recuse themselves from these proceedings.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *FINANCE POLICY*

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#### **Preamble**

The Grant MacEwan University Faculty Association (the Faculty Association) has developed this Financial Policy and a Financial Procedure to ensure effective and efficient stewardship of the Faculty Association's assets.

The policy and financial procedure will ensure that the Faculty Association's finances support its mandate in the most cost-effective manner possible and will provide clear and consistent guidelines for financial transactions and commitments of Faculty Association resources.

#### **1.0 Financial Stewardship**

- 1.2 The Faculty Association Board of Directors is responsible for the financial state of the Faculty Association. The Board of Directors achieves this stewardship by employing accepted fiscal practices and defined roles and responsibilities.
- 1.3 The Secretary-Treasurer will review the state of finances regularly and will report to the Board of Directors as necessary.
- 1.4 The Board of Directors will appoint an Audit Committee and delegate to the Audit Committee, the completion of the annual audit.
  - 1.4.1 The Audit Committee is responsible for review of the financial operations of the Faculty Association.
  - 1.4.2 The Audit Committee of the Faculty Association will be composed of the Secretary- Treasurer, two (2) members of the Board of Directors who are not signing authorities for the Faculty Association, President (ex-officio) and the Executive Director (ex-officio).
- 1.5 The Board of Directors will ensure adequate systems and controls are in place to protect the assets of the Faculty Association.
- 1.6 The Board of Directors will be guided by the auditor's annual recommendations.



## **2.0 Operational Policy**

- 2.1 The Faculty Association will use the accrual method of accounting.
- 2.2 The Faculty Association will follow Generally Accepted Accounting Principles (GAAP) as circulated by the Chartered Professional Accountants Canada.
- 2.3 The annual audit of the Faculty Association's financial records will be completed in accordance with Generally Accepted Auditing Standards (GAAS) as circulated by the Chartered Professional Accountants Canada.
- 2.4 The Faculty Association must maintain adequate insurance to protect the assets and interests of the Faculty Association.
- 2.5 The Board of Directors must approve changes of financial institutions or bank accounts.
- 2.6 The Executive Director will report the state of finances quarterly or as requested to the Board of Directors. Quarterly reports by the Executive Director to the Board of Directors include the following:
  - a) Bank Statements: business account and control account
  - b) Investment Statements
  - c) Income Statement
  - d) Reserves Activity
  - e) Reward Points
  - f) State of the finances
- 2.7 Reports presented to the Board of Directors will include bank and investment statements from the financial institution with account information redacted as well as reports from the accounting system of the Faculty Association and auditor's statements.

## **3.0 Annual Budget**

- 3.1 The Executive Director will present the draft annual budget, including schedules and notes explaining the budget, to the Board of Directors in January for discussion and in February for approval.
  - 3.1.1 The Executive Director will prepare the budget, schedules, and notes.
- 3.2 Any anticipated significant variances in budget expenditures require review and approval by the Board of Directors.
- 3.3 Two members of the Board of Directors will sign the approved annual budget.
- 3.4 The Board of Directors will present the approved budget to the membership at the Annual General Meeting.

- 3.5 The Executive Director will manage the approved operating budget of the Faculty Association.
- 3.6 The Executive Director will determine the terms and conditions of employment, including compensation for Faculty Association staff and/or contractors in consultation with the President and/or the Secretary-Treasurer in accordance with the approved budget.
- 3.7 The Faculty Association staff will prepare and maintain all financial records and day to day accounting record keeping.
- 3.8 The Faculty Association staff will complete monthly bank reconciliations of all bank accounts and credit cards. The completed bank reconciliations must be reviewed and initialed by the Executive Director and the Secretary-Treasurer.

#### **4.0 Reserves**

- 4.1 The Faculty Association will maintain funds in reserve for extraordinary or irregular expenses. A reserve fund is created as a contingency to enable the Faculty Association to function in unusual conditions. The auditor will account for any changes in the reserve fund amount in the audit. All reserve fund amounts will be reported in the annual audit.
- 4.2 Reserve funds may only be accessed upon approval of the Board of Directors.

#### **5.0 Signing Authority and Limits**

- 5.1 Other than as set out below, all transactions and commitment of resources within the Faculty Association require two signing authorities for investments and cheques.
- 5.2 The Executive Director, or designate as appointed by the Board of Directors, is the sole approved signatory for the on-line bank account (other than the Investment Account) for transfers up to \$40,000 per month.
- 5.3 The President, Vice President, Secretary-Treasurer and Executive Director are designated as signing authorities for the Faculty Association.
- 5.4 The Faculty Association may use credit cards for expenses such as hosting, travel, and Faculty Association expenditures.
- 5.5 The President and the Executive Director are provided credit cards to conduct approved Faculty Association business. They may not use the credit card for personal expenses.

- 5.6 If either the President or the Executive Director incur expenses in violation of this policy, the Secretary-Treasurer will inform them of the violation. In the event of any disagreement between the credit card holder and the Board of Directors about the use of the credit card, the Faculty Association Board may cancel the credit card.
- 5.7 The Executive Director will report credit card limits to the Board of Directors annually in January.
- 5.8 Any changes to credit card limits must be approved by the Board of Directors.
- 5.9 To avoid interest charges credit card balances will be paid automatically through the bank's automated system or on-line transfer if the balance exceeds the limit.

## **6.0 Conflict of Interest**

- 6.1 No Board member, Faculty Association Committee member or Faculty Association employee will engage in any activity that creates a conflict of interest.
- 6.2 A conflict of interest exists when a Board member, Committee member or employee, set out in 6.1 above, has a personal interest or incurs an obligation in a business transaction or professional activity which conflicts with the proper discharge of their duties and responsibilities to the Faculty Association, or otherwise affects the integrity and confidence of the Faculty Association.
- 6.3 Any real or potential conflict of interest must be reported to the Executive Director or President.
- 6.4 Accepting gifts, except as set out in 6.5 below, from anyone doing business with, or soliciting business from, the Faculty Association is a conflict of interest and is not permitted.
- 6.5 The occasional non-monetary minor gift or token courtesy, with a value under \$100 which does not place, nor appear to place the recipient under any obligation is excepted from 6.4 above.

## **7.0 Travel and Business Expenses**

- 7.1 The Faculty Association shall reimburse its employees, Board members and other volunteers and individuals who are engaged in authorized Faculty Association business and will provide reimbursement for reasonable and necessary expenses.
- 7.2 Business related hospitality expenses including the provision of meals and/or beverages of Faculty Association guests in order to conduct related business are reimbursable.
- 7.3 Normally, alcoholic beverages are subject to a limit of two drinks per person per day.

- 7.4 The traveler is responsible for ensuring that claims for expenses are accurate and in accordance with Faculty Association policy and procedures.
- 7.5 The Executive Director is responsible for ensuring that reimbursed expenses are for Faculty Association purposes only and are in accordance with Faculty Association's policy and procedures.

## 8.0 Hosting

- 8.1 The Faculty Association may host events, activities, or meetings. Hosting must always be related to Faculty Association business as defined by the *Faculty Association's Constitution and Bylaws*.
- 8.2 The Faculty Association may incur expenses when meeting with members, provincial or national association representatives or other individuals.
- 8.3 When hosting, the Faculty Association is expected to employ reasonable fiscal consideration.

## 9.0 Investment Guidelines

- 9.1 The Executive Director and Secretary-Treasurer are responsible for investment and protection of the restricted and non-restricted net assets of the Faculty Association.
- 9.2 Net assets must be invested in products that guarantee protection of principal (i.e., GIC and Term Certificates) and with institutions that are covered by the Canadian Deposit Insurance Corporation (CDIC) except for fifty percent (50%) of unreserved assets which may be invested in low to medium risk investments on the advice of a financial investment advisor, subject to approval of the Board of Directors.

## 10.0 Membership Dues

- 10.1 The Faculty Association collects dues from the membership. Members have dues deducted directly from their pay by MacEwan University. MacEwan University then remits the dues to the Faculty Association. The Faculty Association determines the dues rate in accordance with the Bylaws.
- 10.2 Currently the rates are as follows:
  - **Members excluding Instructional Assistants: 1.1264% of gross salary**
- 10.3 The Faculty Association must conduct a sample audit of remittances every five (5) years, or earlier if necessary.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *FINANCE PROCEDURES*

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#### **Preamble**

The Grant MacEwan University Faculty Association (the Faculty Association) has developed this financial procedure to ensure effective and efficient management of the Faculty Association's assets.

#### **1.0 Audit Committee**

- 1.1 The Board of Directors shall appoint the members of the Audit Committee at the first Board meeting after the Annual General Meeting.

The Audit Committee's functions include that it:

- a) Shall recommend the engagement of an audit firm annually or request that the Board of Directors commence a Request for Proposal (RFP) for a new auditor for the following fiscal year
  - b) Shall review the general ledger at least once during their term and at request
  - c) Shall meet with the auditor to receive the draft audit report
  - d) Shall provide and explain the auditor's report to the Board of Directors, and
  - e) May provide recommendations regarding the financial systems and controls
- 1.2 The Secretary-Treasurer shall present the auditor's report and the audited financial statements to the members of the Faculty Association at the Annual General Meeting.

#### **2.0 Procurement**

- 2.1 Where the value of goods and services being purchased requires a formal tendering process as set out in paragraphs 2.1.1 and 2.1.2 below, the Faculty Association will issue an RFP.
- 2.1.1 Any goods valued more than \$10,000 automatically require a tender process.
  - 2.1.2 Other than as set out in 2.1.1 above, the Executive Director will consult with the Faculty Association Executive Committee to determine if the tendering process needs to be actuated.

- 2.2 The RFP will specify as necessary:
  - a) Purpose, objectives, and scope of the project
  - b) Proposed methodology
  - c) Key background information
  - d) Description of deliverables
  - e) Mandatory information for inclusion in proposal
  - f) Timelines, format, and instructions for submission
- 2.3 The Faculty Association will notify a minimum of three (3) potential suppliers of the RFP and invite them to submit a proposal. Board, committee, or staff members must declare any potential conflict of interest when vetting potential vendors as stated in Article 6.0 of the **Finance Policy**.
- 2.4 Subsequent to the release of the RFP, the Faculty Association will provide, in writing, any additional information or clarification to all organizations that submitted a proposal.
- 2.5 Criteria for evaluation of submissions will be based on experience and qualifications of the proponent, approach, and methodology, demonstrated understanding of the project scope and deliverables, costs and other criteria deemed appropriate.
- 2.6 All contractual commitments, cheque requisitions and expense claims must be approved and signed by the Executive Director.
- 2.7 Once the Faculty Association has entered into a contract with a provider through the RFP process, the Board of Directors can add to the existing contract by addendum or a change order for further goods and services.
- 2.8 The Board of Directors must approve an RFP unless approval is otherwise delegated by motion by the Board of Directors.
- 2.9 All Faculty Association contracts with suppliers will include:
  - a) Key deliverables
  - b) Reporting requirements
  - c) Billing and payment provisions
  - d) Deadlines and Milestones
- 2.10 In cases where the Faculty Association requires a supplier to provide the same service on an annual basis, a multi-year contract may be signed. Such a contract should not exceed three (3) years.

### **3.0 Travel and Business Expenses**

#### **3.1 Transportation Expenses**

- 3.1.1 If a private automobile is used on approved Faculty Association business, it is the traveler's responsibility to obtain his/her own personal automobile insurance.
- 3.1.2 Kilometer reimbursement will follow the Canadian Association of University Teachers (CAUT) rate. All trips must be individually itemized.
- 3.1.3 When booking car rentals, the traveler is encouraged to obtain the most cost-effective vehicle suitable to the travel conditions and to take advantage of any discounts available. Travelers should refuel the rental car prior to its return and save gas receipts for reimbursement.
- 3.1.4 Taxi fares when travelling related to Faculty Association business are an allowable expense. A receipt is required showing the date, amount, starting point and trip destination. The expense claim form should indicate the purpose of the trip.
- 3.1.5 Reimbursement for air or bus transportation expenses should not exceed the economy or coach fare.
- 3.1.6 Flight cancellation insurance is an allowable expense.
- 3.1.7 A traveler may choose to enroll in a frequent flyer program. Enrolment fees are not reimbursable and therefore are the responsibility of the traveler. Frequent flyer status should not be the determining factor in the selection of a carrier.
- 3.1.8 Travelers may book their own travel arrangements through a travel agency or by booking directly with the airline or bus company. The Faculty Association may assist with arrangements and bookings.
- 3.1.9 Items such as cost, time spent travelling and convenience should be considered to achieve the most economical use of all resources.
- 3.1.10 Expenses will be reimbursed upon submission of a completed and approved Expense Claim form supported by receipts or invoices. These should be submitted within two (2) weeks of the completion of the trip.
- 3.1.11 Expenses connected with stopovers may be reimbursable if they are unavoidable and necessary for Faculty Association business.
- 3.1.12 Receipts are not required for kilometer claims and reasonable incidental expenses paid in cash.

- 3.1.13 For travel outside of Canada, the expenses must be converted to Canadian funds and substantiated either by exchange rate receipt or credit card statement attached to the claim form.
- 3.1.14 All corporate credit cardholders should use the card for travel, accommodation and meal costs while travelling. Corporate cardholders must submit original credit card receipts for expenses charged to the corporate credit card within two (2) weeks of incurring the expense. In the absence of a credit card, expense claim forms may be submitted for reimbursement.
- 3.2 The Executive Committee may approve additional expenses.
- 3.3 The following will not be reimbursed:
- 3.3.1 Personal expenses incurred on behalf of the traveler or his/her family, friends, or relatives.
- 3.3.2 Parking fines and traffic fines.
- 3.4 Accommodations
- 3.4.1 Reimbursement for hotels, motels and other lodging will be limited to reasonable amounts and normally will not exceed the single occupancy rate.
- 3.4.2 If reservations must be cancelled, the traveler should ensure that cancellation is made in advance to avoid incurring “no show” charges.
- 3.5 Meals Expenses and Allowances
- 3.5.1 Expenses for meals while travelling on Faculty Association business may be reimbursed by:
- Actual Costs – Claims for meals are listed separately on the Expense Claim Form, supported by receipts; and may include gratuities and taxes.
  - **or**
  - Per Diem Allowance – A per diem allowance to cover meals while travelling on Faculty Association business as per the following rates:
    - **Breakfast \$ 20**
    - **Lunch \$ 30**
    - **Dinner \$ 45**
  - Per Diem allowances may include gratuity and taxes.



3.5.2 Incidental personal expenses are reimbursable on a per diem basis to a maximum of \$15.00 for each full twenty-four-hour period spent travelling on Faculty Association business. Receipts are not to be submitted for these expenses. (Examples of incidental expenses include bottled water, coffee, between meal snacks, etc.).

3.5.3 Where meals are included in another reimbursable item (i.e., Conference fee), additional costs for those meals are not reimbursable.

### 3.6 Guidelines for other Travel Costs

3.6.1 Conference registrations may be charged to the traveler's personal credit card, or the Faculty Association may prepare a cheque for direct payment to the conference sponsor/organizer.

3.6.2 Reimbursement for other eligible travel expenses may be requested on the Expense Claim form; the nature of miscellaneous expenses should be detailed on the form and supported by receipts. These costs may include:

- Fax and internet access charges,
- Medical insurance for travel outside of Canada.

3.7 A traveler is responsible for ensuring that claims for expenses are accurate and in accordance with Faculty Association policy and procedure. Expenses previously reimbursed by the Faculty Association or expenses reimbursed by another party will not be reimbursed.

3.8 Tipping or a gratuity will be up to 15% of the total bill unless gratuity is already applied.

## 4.0 Capital Assets

4.1 The Faculty Association uses the accrual basis of accounting and records the purchase of furniture and equipment and computer equipment as fixed assets. Fixed assets are depreciated over their useful life. Amortization is calculated at the following rates:

- Furniture and Equipment: 20% per year on a declining balance
- Computer Equipment: 3 years shelf life

4.2 The Faculty Association maintains a list of assets owned. When capital assets are sold or otherwise disposed of, the item is removed from the list and a gain or loss on disposition is recorded.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *GUESTS AT GMUFA MEETINGS POLICY / PROCEDURES*

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#### **Preamble**

The GMUFA serves the interests of its members and calls meetings to share information with the membership, to discuss and debate issues and make decisions.

- 1.0 Meetings are for members who are in good standing only as stated in the GMUFA Bylaws.
- 2.0 Guests are defined as any individual who is not a member of the GMUFA or a GMUFA staff member.
- 3.0 Guests are required to follow this Policy/Procedures to receive permission to attend a GMUFA meeting.
- 4.0 The GMUFA Board of Directors or members may invite guests to attend meetings to observe, to participate or to assume a function (e.g., parliamentarian, auditor) as per this Policy.
- 5.0 When approving meeting agendas, the Board of Directors will note on the agenda if a guest(s) will be in attendance and for what purpose.
- 6.0 A member may request the attendance of a guest(s) at a GMUFA meeting prior to the meeting by submitting a written request to the GMUFA President no less than two (2) weeks prior to the meeting.
- 7.0 In the event no request was made prior to the meeting, a member may make a motion at a GMUFA meeting requesting a guest's attendance for that GMUFA meeting (or part of) in which the guest will be required to leave until the motion has been approved by the membership in attendance at the meeting.
- 8.0 All membership meeting agendas will include a declaration inquiring if non-members / guests are present, and if so, the individuals will be asked to disclose to the assembly their identity and purpose for attending the GMUFA meeting.
- 9.0 A motion may be made to approve the guests' attendance and if no motion is made the guest(s) will be required to leave the meeting. As per 7.0 the guest(s) will be required to leave the meeting while the motion is considered.

10.0 The motion may include whether the guest(s) may participate in the meeting or only observe.

11.0 Guest(s) that attend meetings may not vote on any motion.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *HUMAN RESOURCES POLICY*

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#### **Preamble**

The Grant MacEwan University Faculty Association (GMUFA) has developed this Human Resources Policy to promote a positive employment relationship with its employees. This Policy introduces the employee to the GMUFA workplace and provides information regarding conditions of employment.

The Letter of Appointment, the policies, and procedures of the GMUFA define the employment terms and conditions of the GMUFA employees. The Collective Agreement in place between the University and the Faculty Association does not inform the employment relationship between the GMUFA and GMUFA employees, as the employees of the Faculty Association are not employees of MacEwan University.

#### **1.0 Letter of Appointment**

The Faculty Association will provide employees with a Letter of Appointment including policies regarding employment with the GMUFA. An employee may be subject to a probationary period and if so, it will be stated in the Letter of Appointment. The new employee member shall sign the Letter of Appointment which will be the employment contract. Position responsibilities will be attached to the Letter of Appointment. The Letter of Appointment will include the employee's rate of remuneration, benefits (if eligible), hours of work, vacation time allotted and other compensation information. Every employee will receive an orientation when commencing a new position with the GMUFA.

#### **2.0 Confidentiality**

The GMUFA business involves confidential information. All employees, at all times, must adhere to the strictest of confidentiality during and after the end of the employment relationship. Employees are not permitted to disclose or distribute information with GMUFA members, University employees, external individuals, or entities if not in the commission of GMUFA business or in the discharge of their duties.

#### **3.0 Performance Evaluation**

Every GMUFA's employee's performance will be reviewed annually by the Executive Director. The employee may submit information and material relevant to the performance review. The performance review is designed to support the employee and ensure the employee is successfully fulfilling their responsibilities. The review may identify areas the GMUFA, or the employee wishes to improve, in proficiency and competency. The GMUFA will support the employee with their goals as it relates to the needs of the GMUFA and the employee's responsibilities.

The Executive Committee will create a process for the annual evaluation and for contract renewal of the Executive Director in accordance with the Bylaws and the Executive Director's employment contract.

#### **4.0 Legislation**

The GMUFA adheres to the provincial and federal legislation applicable to the Association, including the *Alberta Human Rights Act*, *Alberta Employment Standards Code*, *Alberta Occupational Health and Safety Act*, *Personal Information Protection Act*, and the *Income Tax Act*. Employees are also expected to adhere to this legislation where applicable.

#### **5.0 Conflict of Interest**

No employee of the Faculty Association will engage in any activity that creates a conflict of interest. All GMUFA employees have an obligation to report and discuss any potential conflict. A conflict of interest exists when an employee has a personal interest or incurs an obligation in a business transaction or professional activity which conflicts with the proper discharge of their duties and responsibilities, or otherwise affects the integrity and confidence of the Faculty Association. The acceptance of gifts from anyone doing business with, or soliciting business from, the Faculty Association is not permitted. The only exceptions are occasional non-monetary minor gifts and token courtesies with a value under \$100 which do not place, nor appear to place the recipient under any obligation.

#### **6.0 Conflict and Resolution**

Employees are encouraged to seek resolution of workplace issues by addressing the issue with the individual responsible. In the regular course of business, conflict may arise and may be resolved through communication with a focus on issues and facts. The Executive Director may be approached to help resolve an issue or redirect a situation. Conflict resulting from behaviour contravening legislation must be reported to the Executive Director and the President of the Association and any other authority as necessary by law. The employee will follow the appropriate steps as outlined in the legislation that applies. In the event of a conflict with the Executive Director, employees are encouraged to attempt to resolve first with the Executive Director and if unsuccessful they may inform the Executive Committee.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *HUMAN RESOURCES PROCEDURES*

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#### **Policies and Procedures, Reporting and Legislation**

##### **1.0 Policies and Procedures**

- 1.1 All staff members shall adhere to the Policies and Procedures of the Grant MacEwan University Faculty Association.

##### **2.0 Reporting**

- 2.1 Staff must report their sick time, vacation, and leave time to the Executive Director monthly.
- 2.2 The Executive Director will meet regularly with staff individually or as a group to ensure the staff are supported in their roles.

##### **3.0 Legislation**

- 3.1 The GMUFA adheres to all relevant legislation, provincial and federal as related to employment standards, occupational health, and safety and human rights legislation.
- 3.2 The GMUFA and its employees will not engage in activities contra-indicative to a safe and respectful workplace. Any transgression or violation of policy or legislation will be addressed by the Executive Director and/or the Board of Directors.

##### **Benefits, Leaves and Lieu Time**

- Employees may be eligible for benefits.
- The Letter of Appointment will indicate if the employee is benefits eligible.
- All employees have sick days and may accumulate lieu time as defined in these Procedures.

## **4.0 Benefits**

- 4.1 Employees may enroll in the benefit program offered by the GMUFA, if eligible.
- 4.2 It is the responsibility of the employee to know the benefit plan, to ensure that benefits coverage applies when on leave or for any exceptional circumstance.
- 4.3 Benefit eligible employees will also have short-term and long-term disability.
- 4.4 The GMUFA will pay for the employees' portion of benefits when on short-term disability and up to **two (2) years** on long-term disability.
- 4.5 When the medical and benefit underwriter prognosis is that the employee will be unable to return to their own equivalent work, the GMUFA may terminate the employee's employment after **twenty-four (24)** consecutive months of long-term disability, provided it does not prejudice their eligibility for disability benefits.

## **5.0 Sick Leave**

- 5.1 Employees will have **fifteen (15)** sick days per year.
- 5.2 Sick days expire annually and will not be carried over or paid out upon voluntary or involuntary termination of employment.
- 5.3 For accommodations, employees may be requested to provide a medical certificate defining the prognosis, all restrictions, or limitations of the performance of their duties.
- 5.4 Every effort within reason will be made to accommodate employees in their return to work and in the management of an illness.

## **6.0 Lieu Time**

- 6.1 Lieu time must be approved prior to working it.
- 6.2 Lieu time must be taken before using vacation time.
- 6.3 Employees are encouraged to flex time rather than accumulate lieu time.
- 6.4 Lieu time shall accumulate at a rate of 1 hour worked equals 1.5 hour of earned lieu time.

## **7.0 Unpaid Leave**

- 7.1 Employees may request in writing an unpaid leave.
- 7.2 The Executive Director must approve any leave request in writing.

## **8.0 Paid Leave**

- 8.1 Paid leave may be approved by the Executive Director for medical appointments, bereavement, personal emergencies or other.
- 8.2 An employee must seek approval from the Executive Director that includes information regarding the circumstance for the absence. Without written approval, an employee will be required to use vacation, lieu time or unpaid leave.

## **Vacation and Holiday Closures**

### **9.0 Vacation**

- 9.1 The Faculty Association's regular business cycle requires employees to use the majority of their vacation in the summer months.
- 9.2 Vacation must be requested in writing and approved by the Executive Director.
- 9.3 Vacation may not be carried over to the following year unless approved by the Executive Director.
- 9.4 Vacation is allotted on April 1<sup>st</sup> of every year.
- 9.5 Vacation will be prorated if the employee leaves the GMUFA prior to March 31.

### **10.0 Statutory Holidays**

- 10.1 Employees will have the same statutory holidays as Grant MacEwan University
- 10.2 Employees will not be required to report to work when the Grant MacEwan University is closed, and it will not be counted as vacation or lieu time.

## **Compensation**

### **11.0 Salary**

- 11.1 Salary will be paid bi-weekly with all applicable source deductions.



11.2 Salary range is recorded on the position description.

11.3 Salaries are prorated to include pension earnings as GMUFA employees do not belong to a pension plan.

## **Evaluation and Position Descriptions**

### **12.0 Evaluation**

12.1 All employees will meet with the Executive Director for an annual performance review.

12.2 Employees will be notified of the date of evaluation and are permitted to submit materials relevant to the evaluation.

12.3 A satisfactory evaluation does not automatically merit a salary increment.

12.4 Salary increments will be at the discretion of the Executive Director.

12.5 Salary increments will be awarded July 01.

### **13.0 Position Descriptions**

13.1 Every employee shall have a position description detailing their responsibilities.

13.2 Position descriptions may be changed at the discretion of the Executive Director and in consultation with the employee.

13.3 The Letter of Appointment will state the period of probation and the employee, or the employer may end the employment relationship without cause during the probationary period.

## **Resignation and Termination**

### **14.0 Resignation**

14.1 Whenever possible, the GMUFA requests **one (1) months'** notice of resignation.

### **15.0 Termination**

15.1 The GMUFA may terminate an employee with or without cause.

15.2 The end of a contract is not a termination, but nonetheless, is the end of the employment relationship.

15.3 The GMUFA is not required to offer another contract to an employee when the previous contract date ends the employment relationship.

15.4 There is not a renewal provision for contractual employees.

15.5 Outstanding vacation pay will be included in the employee's final pay.

15.5.1 Vacation pay will be prorated.

15.6 A termination without cause will include severance of one month of salary for every year worked for the GMUFA up to 12 months of salary.

## **16.0 Professional Development**

16.1 Employees will have opportunities for professional development. Employees will send requests in writing to the Executive Director detailing the development opportunity, the cost, all relevant details.

16.2 Professional development may include courses, conferences, and seminars and will be offered by recognized industry providers. An employee will not be required to take vacation or lieu time to attend professional opportunities. Professional development opportunities that require attendance when not required to be at work will be earned lieu time.

## **17.0 Workplace Location**

17.1 Employees will be expected to work at the GMUFA office to fulfill their duties.

17.2 Employees may work from home upon approval of the Executive Director if it does not interfere with the discharge of their responsibilities or the operations of the GMUFA.

## **Information Technology and Authorization**

### **18.0 Information Technology**

18.1 All computers, laptops and devices are the property of the GMUFA.

18.2 Employees will have a designated workspace.

18.3 The GMUFA recognizes that employees use their computers for personal business.

18.4 The GMUFA may have to access an individual's computer at times, and every effort will be made to ensure personal affairs are kept private.

18.5 Employees must recognize that there may be personal items viewed in the course of the GMUFA seeking business correspondence. As soon as reasonable, an employee will be notified that personal business may have been viewed.

18.6 The use of all technology is exclusively for GMUFA business and limited minor personal business.

## **19.0 Authorization**

19.1 The Executive Director has sole authorization to permit an employee to seek business correspondence on another employee's computer.

## **20.0 Performance Management**

20.1 The GMUFA may initiate a Performance Plan to assist an employee in fulfilling their responsibilities.

20.2 The Performance Plan will have goals, timelines, and metrics to determine competency in completing tasks and fulfilling responsibilities.

20.3 The employee will be consulted in the creation of a Performance Plan.

20.4 If an employee cannot achieve the goals of the plan, the employment relationship may be terminated by the GMUFA.

## **22.0 Health and Safety**

22.1 Staff members are required to report physical injuries to the Executive Director as soon as is possible.

22.2 Employees may access Health and Safety forms through the MacEwan Portal.

22.3 WCB forms may be required.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *INVESTMENT POLICY*

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#### **Purpose**

The purpose of this policy is to set forth the standards and guidelines governing the investment and management of the Faculty Association's financial assets. This policy is intended to be in accordance with the Finance Policy and Finance Procedures of the Grant MacEwan University Faculty Association ("the Faculty Association").

#### **1.0 Financial Assets of the Faculty Association**

- 1.1 The Faculty Association's financial assets consist of (a) funds intended to be used to cover its short-term operating and program expenses (the "Operating & Program Funds") and (b) reserve funds, which are funds to be held in reserve to support the Faculty Association's future operations, serve as a resource during economic downturns or provide an additional source of income to support the Faculty Association's mandate (the "Reserve Funds").
- 1.2 Financial assets subject to a specific donor restriction as to the investment or management of such assets shall be invested and managed in accordance with the donor's restriction.

#### **2.0 Investment and Management**

- 2.1 Objectives and Guidelines
  - 2.1.1 Operating & Program Fund: The Operating & Program Fund shall be invested with the objective of preserving its assets to cover operating expenses and realizing earnings in a way that allows for immediate liquidity to meet the Faculty Association's ongoing programmatic and operational needs.
  - 2.1.2 Operating & Program Fund assets may be maintained in the chequing account that the Faculty Association uses for day-to-day operations and may be invested in other cash-equivalent investments, such as savings accounts, money market accounts, guaranteed investment certificates (GIC's) with maturities appropriate for expected needs, term certificates and other investments that are relatively easy to liquidate and meet the guidelines outlined in this policy.

- 2.1.3 The Operating & Program Fund must be invested in products that guarantee protection of the principal and with institutions that are covered by the Canadian Deposit Insurance Corporation (CDIC).
- 2.1.4 The Faculty Association's Executive Director from time to time will review the allocation (or the methodology of allocation) of Operating & Program Fund assets between the Faculty Association's chequing account and its other cash equivalent investments, determining the appropriate allocation based on the Faculty Association's cash-flow needs, and regularly report such allocation to the Board of Directors.
- 2.1.5 The Board of Directors may direct those changes be made to such allocation and will also consider from time to time whether the Faculty Association's Operating & Program Fund assets are sufficient to allow for the designation of a portion of such assets to the Reserve Funds.

## 2.2 Reserve Funds

- 2.2.1 The Reserve Funds shall be invested with the objective of preserving funds for extraordinary or irregular expenses or long-term future contingencies of the Faculty Association while realizing appropriate investment income.
- 2.2.2 Reserve Funds' assets may be invested in guaranteed investment certificates (GIC), term certificates, Treasury bills, mutual funds, equities, fixed income securities and, as to an appropriate portion, cash equivalent investments.
- 2.2.3 At the time of investment, up to 25% of GMUFA funds may be invested in low to medium risk investments on advice of a financial advisor, subject to approval of the Executive Committee.
- 2.2.4 GMUFA funds, not invested in low to medium risk investments must be invested in products that guarantee protection of the principal and with institutions that are covered by the Canadian Deposit Insurance Corporation (CDIC).
- 2.2.5 The asset allocation of each of the Reserve Funds shall be determined from time to time by the Board of Directors, in consultation with any advisors if desired, which allocation shall reflect a proper balance of such Fund's investment objective, any risk tolerance standard and the need for liquidity.

## 3.0 Responsibilities of the Board of Directors

- 3.1 In managing the financial assets of the Faculty Association, the Board of Directors will act in good faith and with the care an ordinarily prudent person in like position would exercise under similar circumstances. When making investment and management decisions, the Board of Directors shall consider the Faculty Association's purposes, as well as the purposes of the specific Funds.

- 3.2 In making decisions regarding management and investment of the Faculty Association's financial assets, the Board of Directors, as required by applicable law, shall consider the following factors, if relevant:
- a) general economic conditions;
  - b) the possible effect of inflation or deflation;
  - c) the expected tax consequences, if any, of investment decisions or strategies;
  - d) the role that each investment or course of action plays within the overall investment portfolio of the specific Fund;
  - e) the expected total return from income and the appreciation of its investments;
  - f) other resources of the Faculty Association;
  - g) the needs of the Faculty Association and the specific Fund to make distributions and to preserve capital; and
  - h) an asset's special relationship or special value, if any, to the purposes of the Faculty Association.
- 3.3 The Board of Directors shall not make management and investment decisions regarding an individual asset in isolation but rather in the context of the specific Fund's portfolio of investments as a whole and as part of an overall investment strategy having risk and return objectives reasonably suited to the Fund and the Faculty Association.
- 3.4 The Board shall make reasonable efforts to verify facts relevant to the management and investment of the Funds and may incur only costs that are appropriate and reasonable in relation to the assets, the purpose of the Faculty Association and the skills available to the Faculty Association.
- 3.5 Within a reasonable time after the Faculty Association's receipt of a gift of property or other financial assets, the Board shall make and carry out decisions regarding retaining or disposing of the property, or the rebalancing of the Fund or Funds applicable to such gift in order to ensure compliance with the purposes, terms, and distribution requirements of the Faculty Association (including the diversification requirements and other aspects of this policy) as necessary to meet other circumstances of the Faculty Association and the requirements of applicable law, subject to any restrictions imposed by the terms of the gift.
- 3.6 The Board may delegate one or more of its responsibilities hereunder to a committee of the Board or an officer or employee of the Faculty Association. Any such committee or individual to whom such responsibility is delegated shall report to the Board on a regular basis and shall be subject to direction by the Board. If such responsibilities are delegated to a committee or individual, the rights and obligations set forth in this policy applicable to the Board (other than the right to amend this policy) shall also apply to such committee or individual, subject to the right of the Board to review and revise any decision of such committee or individual, and reports required under this policy to be made to the Board may instead be made to the committee or individual, which or who shall in turn report to the Board on a regular basis.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *MEMBER SERVICES POLICY*

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#### **1.0 Duty of Representation**

The Grant MacEwan University Faculty Association (GMUFA) has a duty of fair representation to its members. This duty requires specific actions by the GMUFA to ensure member's terms and conditions of employment are respected. Individual members have a personal responsibility in fulfilling their terms and conditions of employment. Members are entitled to seek advice and assistance from the GMUFA with respect to their employment terms and conditions.

Representation shall be based on investigation and the facts and will not be capricious or superficial. The member shall be kept informed of actions and reasons for actions.

The GMUFA recognizes its duty of fair representation and undertakes to represent its members fairly, in good faith, and without discrimination.

#### **2.0 Confidentiality**

All cases will be managed confidentially, and matters are disclosed only as necessary for representation in the dispute resolution process, for seeking legal advice or as required for legal proceedings.

#### **3.0 Dispute Resolution**

The GMUFA seeks to ensure all members can be successful at their employment. The GMUFA subscribes to an interest-based resolution-oriented model while acknowledging grievances are necessary, at times to achieve a conclusion of a dispute. The Grievance process is defined in Article 4.0 *Disputes and Grievances* and Article 5.0 *Grievance Arbitration* of the Collective Agreement between the Board of Governors of Grant MacEwan University and the Faculty Association of Grant MacEwan University.

#### **4.0 Authority**

The GMUFA authority is established from the *Post-Secondary Learning Act*, the *Alberta Labour Relations Code*, the *Personal Information Protection Act*, *GMUFA Constitution and Bylaws* and the *Collective Agreement*. The GMUFA has the sole right to grieve on behalf of members, and the exclusive right to be a signatory on behalf of the member on any settlement or agreement negotiated with the Grant MacEwan University.

#### **5.0 Legal Representation**

The GMUFA may seek legal advice on individual or collective matters and will be responsible for the payment of the legal fees. A member may seek their own legal advice and the GMUFA would not be responsible for any of those legal fees, the member would bear all costs related to the legal services the member retains.

The GMUFA will continue to represent a member who has consulted with their independent legal counsel as the GMUFA is the sole bargaining agent for the administration of the Collective Agreement. Costs of legal proceedings incurred by a member in litigation involving the Grant MacEwan University or another entity will not be the responsibility of the GMUFA.

The GMUFA is not required to share legal opinions with members, the grievor, any externals or GMUFA elected or appointed leaders unless necessary for the resolution of the dispute.

The Executive Director in consultation with the Professional Officer are responsible for seeking and disseminating legal opinions.

\*Refer to the current Collective Agreement noting the Article number(s) may have changed.



## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *HARASSMENT AND VIOLENCE IN THE WORKPLACE POLICY*

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#### **Preamble**

The GMUFA values the safety and wellness of its employees and will adhere to legislation regarding occupational health and safety. The GMUFA supports a respectful environment, free from violence and harassment, and will not tolerate these behaviours in the workplace.

#### **1.0 Definition**

1.1 Harassment is defined as in the Alberta *Occupational Health and Safety Act* as:

*1(q) “harassment” means any single incident or repeated incidents of objectionable or unwelcome conduct, comment, bullying or action by a person that the person knows or ought reasonably to know will or would cause offence or humiliation to a worker, or adversely affects the worker’s health and safety, and includes:*

*(i) conduct, comment, bullying or action because of race, religious beliefs, colour, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status, gender, gender identity, gender expression and sexual orientation, and*

*(ii) a sexual solicitation or advance,*

*but excludes any reasonable conduct of an employer or supervisor in respect of the management of workers or a work site;*

1.2 All GMUFA employees and Board members are prohibited from engaging in harassment and violence in the workplace.

1.3 Any substantiated incidence of harassment or violence committed by an employee of the GMUFA will be treated as employee misconduct.

- 1.4 Any substantiated incidence of harassment or violence committed by a Board member will be treated as a breach of the member's fiduciary duty to the GMUFA and will be treated as such by the Board of Directors.

## **2.0 Complaints**

- 2.1 Any employee, subject to an incident of harassment or violence in the workplace, may make a complaint to the GMUFA Executive Director or a GMUFA Board member.
- 2.2 Any Board member, subject to an incident of harassment or violence, may make a complaint to a member of the Executive Committee.
- 2.3 All complaints should include sufficient details to assist an investigation of the complaint, including names, dates, places and details of the harassment or violence.
- 2.4 A Board member who receives a complaint must immediately inform the President and the Executive Director. If either the President or the Executive Director is named as a respondent in the complaint, the Board member shall inform the Executive Committee. The President or a member of the Executive Committee shall then call a meeting of the Board to appoint an investigation team.

## **3.0 Investigation**

- 3.1 Upon receipt of a complaint, the Board of Directors shall appoint an investigation team, excluding the parties involved in the complaint. The investigation team shall include the Executive Director and the President, the President, and a Board member; the Executive Director and a Board member, or an external third-party as determined necessary by the Board of Directors.
- 3.2 The investigation team shall interview the complainant, the respondent, any witnesses to the alleged incident and any other relevant evidence. The investigation team may also consider any third-party investigations, such as a police investigation, arising out of the alleged incident, and the outcome of that investigation. After a thorough investigation, the team shall determine whether it is more likely than not that the incident alleged in the complaint occurred. The team will not make any recommendations regarding employee or Board member discipline.
- 3.3 Investigation teams shall keep confidential and not disclose the circumstances related to the incident or the name(s) of the complainant, the respondent(s) or witnesses, except where necessary to investigate, inform of the results of an investigation, inform employees or the Board of Directors of threats, general or potential, or as required by law.

- 3.4 When disclosure is necessary, as set out in Article 3.3, only the information necessary to comply with the Article shall be disclosed.
- 3.5 When the investigation is complete, the investigation team shall provide a written decision, with its reasons, to the complainant, the respondent, and the Executive Director or Executive Committee as applicable.

#### **4.0 Other**

- 4.1 Nothing in this Policy shall be interpreted to prevent an employee or Board member from pursuing other processes to address an incident of harassment or violence or prevent the GMUFA from providing information to law enforcement or any other regulatory body, as necessary.
- 4.2 An employee or Board member who has experienced harassment or violence is encouraged to seek medical attention, and disclose the incident as set out in Articles 2.1, 2.2, 2.3 above.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *PROTECTION OF PERSONAL INFORMATION POLICY*

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- 1.0 The GMUFA collects personal information of its members and employees.
- 2.0 The information may include a name, address, salary, position and information regarding an investigation, grievance, or performance evaluation.
- 3.0 The GMUFA is subject to the *Personal Information Protection Act (PIPA)* and its Regulation.
- 4.0 Members or GMUFA employees may request access to view the record of their personal information upon confirmation of their identity. This does not include grievance or arbitration case notes or any communications respecting the member's matter addressed by any member or employee of the GMUFA.
- 5.0 Access to grievance case notes and communications with third parties will be restricted to employees. Employees may share particulars of a grievance with the Board of Directors as necessary to manage the grievance and arbitration process.
- 6.0 The GMUFA will respond in accordance with the PIPA and the Regulation.
- 7.0 An access request may be directed to the appointed PIPA Officer or the Executive Director. The GMUFA will respond to the request for information within **ten (10)** business days.
- 8.0 Personal information records are kept for no more than **seven (7)** years, then destroyed using a confidential safe shredding process.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *RELEASE & HONORARIA POLICY*

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- 1.0 The Faculty Association Board of Directors recognizes the contributions of members towards the leadership and governance of the Association. At times, it is appropriate for faculty members to receive course release or an honorarium for service to the Faculty Association.
- 2.0 Where course release or its equivalent is applicable, it is intended to allow members to have time available for Faculty Association work.
- 3.0 Board Members and Committee Members (with exceptions) will be acknowledged for their service to the Association as per Article 12 *Workload Assignment* of the *Collective Agreement* and will report service to the Faculty Association on their annual report. Normally, they will not receive release or honorarium.
- 4.0 Executive Committee members will be offered course release every academic year.
- 5.0 Members who serve on the Faculty Association Negotiations Committee (FANC) and the Faculty Advocate may be provided course release or choose honoraria for their service to the Faculty Association.
- 6.0 A Past President is eligible for **two (2)** course release (no honorarium) to enable them to reinvigorate their research, teaching, professional practice, or workload responsibilities in the academic year immediately following their term.
- 7.0 Normally members receiving course release will, at a minimum, teach **one (1)** course in the fall or winter terms or, for non-instructional faculty, maintain a workload including at least 20% of professional practice or workload responsibilities.

- 8.0 Should a member resign or be unable to continue during the term of which they received a course release, the course release will be deemed to have been taken. Should a member resign or be unable to continue before the course has started, the course release will be rescinded, and the member will be expected to teach the course.
- 9.0 Release may include payment to the University for replacements/substitutes to release a member from specific responsibilities or calendar dates.
- 10.0 Honoraria may be offered for members whose appointment types do not include service as part of their workload responsibilities.
- 11.0 Honoraria will, at times, include source deductions and members must provide the Faculty Association with personal information permitting the Faculty Association to issue legally required documents.
- 12.0 Honorarium for members with Sessional appointments serving on the GMUFA Executive Committee may receive a payment from the FA at the course rate. The honoraria or course release for the Executive Committee include all Faculty Association work, committee work or professional development activities.
- 13.0 The Executive Committee will submit the *Release and Honoraria Schedule* for approval by the Faculty Association Board of Directors. The Board of Directors will approve the *Release and Honoraria Schedule* annually at the same time as the Faculty Association budget is approved.
- 14.0 The *Release and Honoraria Schedule* must be reported yearly to the membership by the Secretary-Treasurer at the Faculty Association's Annual General Meeting.
- 15.0 The Faculty Association shall adhere to Article 7 *Board / Association Relations* in the *Collective Agreement* with respect to release time.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### RESERVES POLICY

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#### Purpose

The purpose of the Reserves Policy for Grant MacEwan University Faculty Association (“the Faculty Association” or “GMUFA”) is to ensure the stability of the mission, programs, and ongoing operations of the organization, to cover extraordinary or irregular expenses and to provide a source of internal funds for organizational priorities such as job action activities and to support negotiations.

The Reserves Policy will be implemented in concert with the *Finance Procedures*, *Investment Policy* and *Finance Policy* of the Faculty Association and is intended to support the goals and strategies contained in these related policies and in strategic and operational plans.

#### 1.0 Definitions and Goals

##### 1.1 Operational and Liability Fund (“the Operating Reserve”)

- 1.1.1 The Operating Reserve Fund is intended to provide an internal source of funds for situations such as a sudden increase in expenses, one-time unbudgeted expenses, any severance to be paid by the Faculty Association, unanticipated reduction in funding, uninsured losses or extraordinary or irregular expenses.
- 1.1.2 Operating Reserves are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap.
- 1.1.3 It is the intention of the Faculty Association for Operating Reserves to be used and replenished within a brief period.
- 1.1.4 The Operating Reserve is defined as a designated fund set aside by motion of the Board of Directors.
- 1.1.5 The minimum amount to be designated as Operating Reserve will be established in an amount sufficient to maintain ongoing operations and programs measured for a set period of time, measured in months.
- 1.1.6 The Operating Reserve serves a dynamic role and will be reviewed and adjusted in response to both internal and external changes.

1.1.7 The target minimum Operating Reserve Fund is **equal to 12 months of average operating costs**. The calculation of average monthly operating costs includes all recurring, predictable expenses such as salaries and benefits, occupancy, office, travel, program, and ongoing professional services. Depreciation, in-kind, and other non-cash expenses are not included in the calculation. The calculation of average monthly expenses also excludes some expenses including one-time or unusual and capital purchases.

1.1.8 The amount of the Operating Reserve Fund target minimum will be calculated each year after approval of the annual budget, reported to the Board of Directors, and included in the regular financial reports.

## **1.2 Legal and Arbitration Reserve**

1.2.1 The Legal and Arbitration Reserve is intended to provide a ready source of funds for arbitration and unbudgeted legal costs necessary for the effective operation of the organization and programs.

1.2.2 The minimum target amount of the Legal and Arbitration Reserve will be **\$250,000**.

1.2.3 The amount of the Legal & Arbitration Reserve Fund will be reviewed each year after approval of the annual budget, reported to the Board of Directors, and included in the regular financial reports.

## **1.3 GMUFA Defence Reserve Fund**

1.3.1 The GMUFA Defence Reserve Fund is intended to provide a ready source of funds to support the Faculty Association for mobilization, member support and operational expenses in the event of a potential labour stoppage or during a labour stoppage.

1.3.2 The minimum target amount of the GMUFA Defence Reserve will be **\$500,000**.

1.3.3 The amount of the GMUFA Defence Reserve Fund will be reviewed each year after approval of the annual budget, reported to the Board of Directors, and included in the regular financial reports.

1.3.4 The goal of the GMUFA Defence Fund is to ensure, in this order of precedence, the ability for the GMUFA to pay the following expenses in the event of a lock-out or strike:

- a) Any costs required to operationalize during a work stoppage
- b) Pay for members' benefits
- c) To top up picketing/active members' CAUT Defence Fund Strike Pay
- d) To provide emergency funding for distressed members



#### **1.4 Negotiations Reserve Fund**

1.4.1 The Negotiations Reserve Fund is intended to provide a ready source of funds to support the Faculty Association during collective agreement negotiations. This fund will permit the Faculty Association to access monies not already budgeted to support collective agreement negotiations to provide the following (but not restricted to): course release, honoraria, legal expenses, external negotiators, or consultants.

1.4.2 The minimum target amount of the Negotiations Reserve Fund will be **\$75,000**. The amount of the Negotiations Reserve Fund will be reviewed each year after approval of the annual budget, reported to the Board of Directors, and included in the regular financial reports.

#### **1.5 Opportunity Reserve Fund**

1.5.1 The Opportunity Reserve Fund is intended to provide funds to meet special targets of opportunity or need that further the mission of the organization which may or may not have specific expectation of incremental or long-term increased income. The Opportunity Reserve Fund is also intended as a source of internal funds for organizational capacity building such as staff development, research and development, or investment in infrastructure that will build long-term capacity.

1.5.2 The target amount of the Opportunity Reserve will be **\$500,000**.

### **2.0 Accounting for Reserves**

2.1 The Reserve Funds will be recorded in the financial records as Board-Designated GMUFA Reserves.

2.2 The Funds will be funded and available in cash or cash equivalent funds. Reserves will be maintained in a bank account or investment fund, in accordance with the *Investment Policy*.

### **3.0 Funding of Reserves**

3.1 All Reserves will be funded with surplus unrestricted operating funds. The Board of Directors may from time to time direct that a specific source of revenue be set aside for particular reserves. Examples could include one-time gifts or bequests, special grants, or special appeals.

## 4.0 Use of Reserves

4.1 Use of the Reserves requires three steps:

**a) Identification of appropriate use of reserve funds**

The Executive Director and staff will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this Policy. This step requires analysis of the reason for the shortfall, the availability of any other sources of funds before using reserves, and evaluation of the period that the funds will be needed and replenished.

**b) Authority to Use Reserves**

For the Opportunity Fund, Negotiations Fund, and Operational Fund, the Executive Director will submit a request to use Reserves to the Board of Directors. The request will include the analysis and determination of the use of funds and plans for replenishment. The organization's goal is to replenish the funds used within twelve months (12) to restore the Reserve Fund to the target minimum amount. If the use of reserves takes longer than twelve months (12) to replenish, the request will be scrutinized more carefully. The Executive Committee will approve or modify the request and authorize transfer from the fund.

For the GMUFA Defence Fund, Legal/Arbitration Fund, authority for use of reserves is delegated to the Executive Director in consultation with the Secretary-Treasurer. The use of reserves will be reported to the Executive Committee/Board of Directors at their next scheduled meeting, accompanied by a description of the analysis and determination of the use of funds and plans for replenishment to restore the Reserve Fund to the target minimum amount. The Board of Directors will receive a report of the activity at the next scheduled Board meeting.

**c) Reporting and Monitoring**

The Executive Director is responsible for ensuring that the Reserve Funds are maintained and used only as described in this Policy. Upon approval for the use of Reserve Funds, the Executive Director will maintain records of the use of funds and plan for replenishment, if required. They will provide regular reports to the Executive Committee/Board of Directors of progress to restore the Fund to the target minimum amount, if required.

## 5.0 Relationship to Other Policies

5.1 The Faculty Association shall maintain the following Board-approved policies, which may contain provisions that affect the creation, sufficiency, and management of Reserve Funds.

- Finance Policy
- Investment Policy

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *TRAINING, DEVELOPMENT, ADVOCACY & ENGAGEMENT POLICY*

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- 1.0 The GMUFA recognizes the need to be informed and current, and to create networks, thus providing the Association and the members the tools, information, and resources necessary to ensure fulfillment of the Faculty Association's mandate: **to negotiate and apply the Collective Agreement.**
- 2.0 The GMUFA needs to be relevant and responsive to the interests of members, the needs of the Faculty Association, its employees, as well as the needs of post-secondary unions, other provincial unions, and national post-secondary organizations.
- 3.0 The annual budget will include funds to support training, development, advocacy, and engagement.
- 4.0 The GMUFA provides resources for activities related to multiple portfolios, including Bargaining, Labour, Advocacy, Union/Governance, Post-secondary, and Management/Administration. These portfolios may be revised to respond to developments in the post-secondary sector.
- 5.0 Support for participation in an event or activity is based on the need of the Faculty Association in any given year and the resources available in the budget. The decision-making authority is shared between the Board of Directors and the Executive Director.
- 6.0 On an annual basis the Executive Director determines, in consultation with employees, their professional development needs and interests.
- 7.0 The Board of Directors determines what the Board may need for training, development, and advocacy for the Faculty Association and the membership. The Executive Director also assists the Board of Directors in determining professional development, networking, and training opportunities for GMUFA committees and the membership.
- 8.0 All members are invited to attend certain events identified as advancing the interests of the GMUFA; at times Board members, GMUFA Committee member(s) or employees will be exclusively invited to attend certain events.
- 9.0 When events/activities have restrictions on the number of members-at-large who may attend, the selection process is a lottery. Guidelines and administrative support will be provided for members selected to attend.

- 10.0 Anyone participating in an identified event/activity with the financial support of GMUFA, may be asked to prepare a brief report (verbal or written) to the Board of Directors that assesses the value of the activity in meeting the goals outlined above.

## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

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### *STRIKE & LOCKOUT POLICY – JOB ACTION*

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#### **1.0 Negotiations Impasse**

- 1.2 The GMUFA membership may be required to engage in job action if negotiations between the Faculty Association Negotiation Committee (FANC) and the University reach an impasse.
- 1.3 After receiving notice from FANC, the GMUFA Board of Directors will notify the membership that a negotiations impasse has been reached.
- 1.4 The GMUFA Board of Directors will notify the membership that a strike vote must be taken after the mediation requirement has been met and the requisite cooling off period has ended.
- 1.5 The process for negotiations impasse as per the Alberta Labour Relations Code (ALRC) is in the Appendix to this policy.

#### **2.0 Information**

- 2.1 The GMUFA website will be the official source of strike information for members.
- 2.2 Communications will be sent to members' MacEwan University e-mail accounts and personal e-mails, if available, as well as posted to the Members' Vault on the GMUFA website.
- 2.3 It is the member's responsibility to ensure the GMUFA has a personal e-mail for communications during a strike.

### **3.0 Services to be Withheld During a Strike**

- 3.1 Once a strike is in effect, GMUFA members will remove themselves entirely from MacEwan University and cease to perform all work. This includes all MacEwan University work considered part of normal compensated duties, including:
  - a) teaching, professional practice, service, and field placements (and monitoring),
  - b) student mentoring, tutoring and student contact (including e-mail),
  - c) clinical work (performed and compensated as part of GMU employment),
  - d) creative activities (performed and compensated as part of GMU employment),
  - e) scholarly activities, including independent research, writing, and dissemination, and
  - f) GMUFA service is exempted and may continue.
- 3.1.1 Exceptions to the above will be set out in the Essential Services Agreement, or if applicable, set out in a Strike Protocol. No other exceptions are permitted.
- 3.2 Questions about whether certain activities constitute services to be withheld should be directed to the JAC Strike Oversight Sub-Committee.
- 3.3 The JAC Strike Oversight Sub-Committee will make decisions about services to be withheld during the strike. These decisions are final and binding.

### **4.0 Essential Services**

- 4.1 Work designated as an essential service will not be withheld in the event of a strike, as per the terms of the negotiated Essential Services Agreement.
  - 4.1.1 Members will pay Association dues for Essential Services work, as defined by the Essential Services Agreement, performed during a strike or lockout.
- 4.2 The Essential Services Agreement will be posted on the GMUFA website.

### **5.0 Member Exclusions**

- 5.1 Members excluded from strike action, subject to the Essential Services Agreement, should request a 'Picket Line Pass' from the Strike Oversight Sub-Committee prior to attempting to access MacEwan University.
- 5.2 Members on leave who wish to participate in the picket must notify the JAC Picket Sub-Committee of their desire to participate.

## **6.0 Access to Campus and University Resources**

- 6.1 Members on strike must not enter MacEwan University for the duration of the strike action.
- 6.2 A member may submit a request to the JAC Strike Oversight Sub-Committee for access to MacEwan University during a strike. These decisions are final and binding.
- 6.3 Members who are employed by MacEwan University in another capacity (e.g., Members who are also employed as Out-of-Scope employees) will be permitted to cross the picket line only to perform that work. Such members must not perform the work of the bargaining unit during a strike.
  - 6.1.1 Members with Out-of-Scope appointments are still expected to perform picket duty.
- 6.4 All approved access to campus by members during a strike requires a 'Picket Line Pass,' issued and authorized by the JAC Strike Oversight Sub-Committee.
- 6.5 Members who cross the picket line to access MacEwan University, without receiving approval and without receiving a 'Picket Line Pass,' will not be eligible for strike pay for that period.
- 6.6 Members, who are unauthorized and repeatedly crossing the picket line, will be subject to the GMUFA Bylaws article for Trials and Charges, and may not be permitted to participate in a ratification vote.

## **7.0 Strike Pay**

- 7.1 Pay for strike duty ("strike pay") will be allocated according to the Strike Budget.
- 7.2 In the case of a lockout by the employer, members are also entitled to strike pay according to the Strike Budget and the provisions of this article.
- 7.3 Members will not pay Association Dues while on strike unless working due to the Essential Services Agreement.
- 7.4 Members must perform strike duty and must not accept any remuneration from the employer for any work contemplated by the Collective Agreement (e.g., "bargaining unit work") for the period of the strike.

- 7.5 Members will be expected to perform a minimum of **twenty (20) hours** of picket duty per week.
- 7.6 Members will be paid **\$15 per hour** of picket duty (or alternate duty as approved by the Picket Sub-Committee) to a maximum of **thirty-five (35) hours** per week (\$525 per week).
- 7.7 Strike duty will normally take the form of picketing.
  - 7.7.1 Members unable to picket because of a medical condition, disability, or other special circumstances will be assigned alternate duties by the JAC Picket Sub-Committee.
  - 7.7.2 Participation on the GMUFA Board of Directors, the Faculty Association Negotiations Committee (“FANC”), and on the Job Action Committee will be deemed strike duty.
  - 7.7.3 Participation in one of the other JAC Sub-Committees may be deemed strike duty, at the discretion of the JAC Finance Sub-Committee.

## **8.0 Solidarity**

- 8.1 When job action is announced, the GMUFA President will seek expressions of solidarity from CAUT Member unions and associations.
- 8.2 The President may also make requests for solidarity visits from other unions, associations and CAUT member organizations.
  - 8.1.1 The Chairs of the JAC Communications and Pickets sub-committees will share responsibility for coordinating these visits.
- 8.3 Where requests for expressions of solidarity are sought by CAUT members, the GMUFA will respond.

## **9.0 Staff**

- 9.1 The GMUFA Executive Director, Professional Officer, Administrative Officer, and other staff will be expected to work normal hours during any job action. Staff duties will be directed toward supporting the job action.



## 10.0 Expenses

- 10.1 Reimbursement of expenses will only be for members authorized to incur expenses and will follow the *GMUFA Financial Policy and Procedures*. Members with unauthorized expenses will not be reimbursed. A member may seek prior approval for an expense from the JAC Finance sub-committee.
- 10.2 Professional expenses (e.g., conference travel expenses) incurred during the period when the Association is on strike will not be reimbursed by the GMUFA.

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## GRANT MACEWAN UNIVERSITY FACULTY ASSOCIATION

### *Appendix*

#### *Negotiations Impasse Process*

1. Negotiations between the Faculty Association Negotiations Committee (FANC) and the University reach an impasse. This means no further meaningful bargaining can take place, the parties have exhausted their discussions, and gains cannot be achieved.
2. The GMUFA makes application to the Alberta Labour Relations Board (ALRB) for a mediator for FANC and the University.
3. Mediation takes place for **fourteen (14) days**.
4. Should the parties resume negotiations or ratify a collective agreement, no further action is needed.
5. If the 14-day mediation process fails, it is followed by a further 14-day cooling off period.
6. The GMUFA Board of Directors can ask the ALRB for a strike vote to take place after the cooling off period.
7. If negotiations do not restart, the GMUFA Board of Directors will make application to the ALRB to take a strike vote.
8. The ALRB would supervise a strike vote.
9. If strike vote achieves a simple majority (50.1%) of those members voting, then the GMUFA may strike.
10. The GMUFA Board of Directors will choose the strike date, time, and location (MacEwan University campus) and serve **seventy-two (72) hour** notice to the University that a strike will take place.
11. The Job Action Committee will organize picketing.
12. If both parties do not resume negotiations, then a lawful strike would take place.
13. Either party can restart negotiations to end the strike.
14. Members would vote to ratify (or not) the new collective agreement.