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## 1 Definitions

- 1.1 “Academic Support Committee” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to academics.
- 1.2 “Academically Employed Graduate Student” or “AEGS” means an “academically employed graduate student” as defined in the Post-Secondary Learning Act. For the purposes of these Bylaws, any Active Member whose academic employment has terminated within the last twelve (12) months is also considered an academically employed graduate student, with all rights and privileges except those restricted by the Post-Secondary Learning Act or the Labour Relations Code.
- 1.3 “Active Members” has the meaning set out in Bylaw 4.2.
- 1.4 “Acting President” has the meaning set out in Bylaw 6.23.1.
- 1.5 “*Ad hoc* Committees” are groups of Active Members that exist during limited time frames, meeting on a regular basis to deliberate and act upon affairs of the Association pertaining to a specific area until resolution is attained.
- 1.6 “Annual General Meeting” or “AGM” means the annual general meeting of the Association held in the Fall Semester and no later than September 30 at which all Active Members may attend and vote.
- 1.7 “April GRC Meeting” means the GRC Meeting that is to occur in April of each calendar year.
- 1.8 “Associate Members” has the meaning set out in Bylaw 4.3.
- 1.9 “Association” has the meaning set out in Bylaw 2.1.
- 1.10 “Auditor” means the auditor of the Association.
- 1.11 “Awards Standing Committee” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to awards.
- 1.12 “Board” means the board of directors of the Association, the composition of which is set out in Bylaw 6.1.
- 1.13 “Business Day” means a weekday on which the UCalgary Calendar does not specify that the university is closed.
- 1.14 “Bylaws” means these bylaws, as amended from time to time.
- 1.15 “Capital Asset” refers to any property, plant, or equipment owned by the Association with a value of five hundred dollars (\$500) or more and has a usable life span of more than one (1) year. Like items from a single transaction which are less than \$500 separately, but exceed \$500 in aggregate are also considered a

capital asset.

- 1.16 “Chief Returning Officer” or “CRO” means the Active Member elected by the GRC to organize and oversee the annual election of the Board and any necessary by-elections and referenda.
- 1.17 “Clerk” means a person appointed by the GRC to record minutes at GRC, AGM, and SGM meetings.
- 1.18 “Code of Conduct Policy” means the Association’s Code of Conduct Policy, as may be amended from time to time.
- 1.19 “Collective Agreement” refers to the contractual agreement between the Association and the University of Calgary outlining each party’s obligations relating to the “Graduate Teaching Assistantships”, “Graduate Non-Teaching Assistantships”, and “Graduate Research Assistantships” as such terms are defined therein.
- 1.20 “Collective Agreement Levy” means the levy deducted from the scholarships and salaries payable to all Graduate Assistants covered by the Collective Agreement which is remitted to the GSA.
- 1.21 “Commissioner” means an Active Member appointed by a Director to assist such Director with their portfolio. Commissioners may attend Board meetings as required by the Board.
- 1.22 “Conflict of Interest” occurs when an individual or organization is involved in multiple interests, one of which could corrupt the motivation for an act in another.
- 1.23 “Conflict of Interest Policy” means the Association’s Conflict of Interest Policy, as may be amended from time to time.
- 1.24 “Consortium” means a collection of two (2) or more DGAs; Consortiums must meet the requirements of the Association’s Departmental Graduate Students’ Association Policy.
- 1.25 “Consortium Representatives” has the meaning set out in Bylaw 9.11.
- 1.26 “Credit Certificate and Diploma Program” means programs leading to certificates and diplomas administered by the FGS, as further described in the UCalgary Calendar.
- 1.27 “Departing Volunteer” has the meaning set out in Bylaw 8.10.2.
- 1.28 “Departmental Graduate Association” or “DGA” means a graduate student organization composed of Active Members in a department at the UCalgary; DGAs must meet the requirements of the Association’s Departmental Graduate Students’ Association Policy.

- 1.29 “DGA Policy” means the Association’s Departmental Graduate Association Policy, as may be amended from time to time.
- 1.30 “Director” means an Active Member elected to the Board.
- 1.31 “Directorship” means the office of a director.
- 1.32 “Election Policy” means the Association’s Election Policy, as may be amended from time to time.
- 1.33 “Executive Officer” or “EO” has the meaning set out in Bylaw 6.26.
- 1.34 “Faculty of Graduate Studies” or “FGS” means the UCalgary’s Faculty of Graduate Studies.
- 1.35 “Fall Semester” means the fall semester, as such term is used in the UCalgary Calendar.
- 1.36 “Finance Policy” means the Association’s Finance Policy, as may be amended from time to time.
- 1.37 “Finance Standing Committee” or “FSC” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to finance.
- 1.38 “Fiscal Year” refers to the period over which annual financial statements are calculated; the Association’s fiscal year coincides with that of the UCalgary (being April 1 to March 31).
- 1.39 “FSC Chair” has the meaning set out in Bylaw 8.11.3.
- 1.40 “General Election” has the meaning set out in Bylaw 14.1.
- 1.41 “General Faculties Council” or “GFC” means the UCalgary’s General Faculties Council.
- 1.42 “Governance Coordinator” means the Staff Member who coordinates governance-related activities for the Association.
- 1.43 “Governance Policy” means the established policies relating to the governance of a committee, as may be amended from time to time.
- 1.44 “Governance Standing Committee” or “GSC” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to governance.
- 1.45 “Graduate Representative Council” or “GRC” means the group of Active Members from eligible departments at the UCalgary; GRC members deliberate on issues affecting the Association, offer advice to the Board, and disseminate information to other Active Members.

- 1.46 “GRC Meeting” means a meeting of the GRC held in accordance with Bylaws 10.8 and 10.9;
- 1.47 “GRC Representative” or “GRC Representatives” means a representative or representatives, as the case may be, of the GRC.
- 1.48 “Graduate Student Group” or “GSG” means a graduate student organization composed of Active Members linked by a common academic or other interest and officially ratified by the Board.
- 1.49 “Health and Dental Committee” or “HDC” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to the administration of the Health and Dental Plan.
- 1.50 “HDC Chair” means the VP Finance, as per Bylaw 8.26.2.
- 1.51 “Health and Dental Plan” means the extended health and dental coverage provided by the Association to all eligible Active Members.
- 1.52 “Honorary Members” has the meaning set out in Bylaw 4.4.
- 1.53 “Judicial Board” means the group of GRC members responsible for mediating disputes between parties within the Association as they pertain to the Association’s Objects and Bylaws.
- 1.54 “Labour Relations Code” means the *Labour Relations Code* (Alberta) and the regulations made thereunder, as amended from time to time.
- 1.55 “Labour Relations Committee” or “LRC” means the Standing Committee of Active Members that meets on a regular basis to deliberate and act upon affairs of the Association pertaining to administration of labour relations of the Association.
- 1.56 “Labour Relations Committee Budget” means the annual budget for the revenue derived from the collection of the Collective Agreement Levy, and the expenses relate to labour relations matters.
- 1.57 “LRC Chair” has the meaning set out in Bylaw 18.4.1.
- 1.58 “Majority Vote” means a vote requiring more than one-half of the eligible votes in favour than opposed to pass.
- 1.59 “Members” means, collectively, Active Members, Associate Members and Honorary Members.
- 1.60 “Memorandum of Understanding” refers to an agreement between the Association and one or more external organizations describing a bilateral or multilateral agreement outlining each party’s responsibilities surrounding a specific project or initiative. At minimum, the MOU outlines the purpose and scope, background including the need for an MOU, the Association’s responsibilities, the external

organization(s) responsibilities, and signatures of all parties involved.

- 1.61 “October GRC Meeting” means the GRC Meeting that is to occur in October of each calendar year.
- 1.62 “Objects” means the objects of the Association, as amended from time to time.
- 1.63 “Observer Member” has the meaning set out in Bylaw 4.5.
- 1.64 “Officer” means the EO or the CRO.
- 1.65 “Policy” refers to a plan of action or guidelines developed by the Association, whether formally documented and maintained or informally followed as a matter of habit. Matters resolved by “Majority Vote” require more eligible votes in favour than opposed to pass.
- 1.66 “Post-Secondary Learning Act” means the *Post-Secondary Learning Act* (Alberta) and the regulations made thereunder, as amended from time to time.
- 1.67 “President” means the president of the Association.
- 1.68 “Referendum” means a referendum conducted in accordance with the terms of Bylaw 16.
- 1.69 “Referendum Date” means, subject to Bylaw 16.3.1, the date upon which a particular Referendum is to be held.
- 1.70 “Referendum Policy” means the Association’s Referendum Policy, as may be amended from time to time.
- 1.71 “Referendum Question” or “Referendum Questions” means the question or questions, as the case may be, that are to be answered by a particular Referendum.
- 1.72 “Speaker” means the Speaker of the GRC.
- 1.73 “Special General Meeting” or “SGM” means a full meeting of the Association other than the AGM; all Active Members may attend and vote.
- 1.74 “Special Resolution” means a resolution passed at an AGM or SGM of which not less than 21 days’ notice specifying the intention to propose the resolution has been duly given, and by vote of not less than 75% of those members who, if entitled to do so, vote in person.
- 1.75 “Staff Member” means any person who is employed by the Association.
- 1.76 “Standing Committees” are groups of Active Members that exist in perpetuity, meeting on a regular basis to deliberate and act upon affairs of the Association pertaining to a specific area.
- 1.77 “Sustainability Committee” means the Standing Committee of Active Members that

meets on a regular basis to deliberate and act upon affairs of the Association pertaining to sustainability.

- 1.78 “Terms of Reference” outlines the purpose, authority, composition, and budgetary considerations of a project or committee that includes a group of people working towards a common goal.
- 1.79 “The Last Defence Lounge” means the licenced restaurant operated by the Association.
- 1.80 “Two-Thirds Majority Vote” means a vote requiring twice as many eligible votes in favour than opposed to pass.
- 1.81 “UCalgary” means the University of Calgary.
- 1.82 “UCalgary Calendar” means the official graduate calendar published by the UCalgary.
- 1.83 “Volunteer Fellowship” means a monetary grant awarded to help attract and encourage volunteers to the Association.
- 1.84 “Volunteer Policy” means the Association’s Volunteer Policy, as may be amended from time to time.
- 1.85 “VP Academic” means the Vice President – Academic of the Association.
- 1.86 “VP External” means the Vice President – External of the Association.
- 1.87 “VP Student Life” Means the Vice President – Student Life of the Association.
- 1.88 “VP Finance & Services” means the “Vice President – Finance & Services of the Association”.
- 1.89 “Winter Semester” means the winter semester, as such term is used in the UCalgary Calendar.
- 1.90 All terms used in these Bylaws that are defined under the Post-Secondary Learning Act and are not otherwise defined in these Bylaws shall have the meanings given to such terms in the Post-Secondary Learning Act.

## 2 Corporation Name

- 2.1 The organization shall be known as “The Graduate Students’ Association of the University of Calgary” (the “Association”).

## 3 Governance

- 3.1 The government of the Association arises from, and shall always follow, the principle of democratic rule.

- 3.2 The Association shall have three branches of government: the Board, the GRC, and the Judicial Board.
- 3.3 The Association shall remain an autonomous body with the rights and privileges given to it under the Post-Secondary Learning Act.
- 3.4 The Association's membership or association in any group or organization external to UCalgary, that requires that said group or organization's bylaws, policies, or procedures override or whose bylaws, policies, or procedures conflict with the Objects, Bylaws, policies or procedures of the Association, shall be void *ab initio*.
- 3.5 In addition to these Bylaws, the Association has additional governing policy and procedure.

## 4 Membership

- 4.1 Membership in the Association is non-transferable.

### *Active Members*

- 4.2 All persons registered as graduate students in the FGS or as Credit Certificate and Diploma Program students at UCalgary who pay full or part-time Association fees shall be Active Members of the Association (Active Members).

### *Associate Members*

- 4.3 Visiting graduate students not paying fees as defined in the Memorandum of Understanding between the Association and the FGS shall be Associate Members of the Association (Associate Members).

### *Honorary Members*

- 4.4 The GRC may confer honorary lifetime membership to any person deemed worthy; such persons shall be known as Honorary Members of the Association (Honorary Members).
  - 4.4.1 Nominations for membership as an Honorary Member may only be made by Active Members.
  - 4.4.2 Honorary Members do not have voting rights, nor do they have any of the rights or privileges as Active Members as defined in Bylaw 5.1.

### *Observer Member*

- 4.5 An Active Member who has lost student status in the FGS shall be an Observer Member.
  - 4.5.1 Observer members may not vote on any of the affairs related to the Association, nor be an elected official.



## *Duration of Active Membership*

- 4.6 Membership as an Active Member shall cease at the end of the student's final registered year as a graduate student in the FGS or as a Credit Certificate and Diploma Program student at UCalgary.
- 4.7 Membership shall not cease as a result of loss of UCalgary student status, including but not limited to expulsion or resignation, however, notwithstanding the foregoing, Active Members who have lost their UCalgary student status will become Observer Members as defined in Bylaw 4.5.

## **5 Privileges and Obligations of Members**

### *Privileges of Members*

- 5.1 Active Members shall have the following privileges, subject to Bylaw 9.2.2:
  - 5.1.1 to be entitled to one (1) vote on each question or motion arising at the AGM or a SGM.
  - 5.1.2 to participate, but not vote, in open GRC Meetings, subject to Bylaw 9.
  - 5.1.3 to participate in the Association through its structure and services, as governed by its Bylaws.
  - 5.1.4 to be represented by the Association for all issues relating to the Collective Agreement.
  - 5.1.5 to participate in the Association's Health and Dental Plan.
  - 5.1.6 to apply for Association specific awards and bursaries.
  - 5.1.7 to be represented by the Association in relation to any grievances and/or appeals associated with the Active Member's relationship with UCalgary
  - 5.1.8 to participate in the Association's yearly election as outlined in the Election Policy.
- 5.2 The membership privileges listed in this section are subject to Bylaw 9.2.

### *Obligations of Members*

- 5.3 Active Members shall have the following obligations:
  - 5.3.1 to observe the Objects, Bylaws, policies and procedures of the Association.
  - 5.3.2 to pay fees levied by the Association in accordance with the Objects and Bylaws of the Association.

## 6 The Board of Directors

### *Composition*

- 6.1 The Board shall consist of the five (5) Directors: the President, VP Academic, VP External, VP Student Life, and VP Finance & Services.
- 6.1.1 Each member of the Board will receive a monthly honorarium for their volunteer service to the Association.
- 6.1.1.1 The FSC will determine, from time to time, the appropriate amount of the honorarium to be given to each member of the Board based on a recommendation of the Board. At minimum, the Board will present to the FSC how many hours each month each Board member is spending on Association matters, position descriptions including committee representation requirements, comparable honoraria being paid to other Canadian graduate organization Board members with similar levels of accountability and responsibility, and any other information deemed pertinent by the FSC.
- 6.2 No Active Member shall hold more than one (1) elected, acclaimed, or appointed Directorship listed in Bylaw 6.1, above, concurrently at any time, subject to Bylaw 6.20, Bylaw 6.22, and Bylaw 6.23.
- 6.3 Only Active Members may serve as Directors.
- 6.4 The election of Directors is determined according to Bylaw 14 and according to procedures in the Election Policy.
- 6.5 The term of office for Directors begins at 12:00 AM on May 1 in the year of election and, subject to earlier termination in accordance with these Bylaws, ends no earlier than 11:59 PM on the following April 30.
- 6.5.1 The Board, in their sole discretion, may delay the termination by up to two (2) weeks depending on the transition requirements of the incoming Board.

### *Powers and Obligations of the Board*

- 6.6 The Board shall manage, or supervise the management of, the business and affairs of the Association and may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not expressly directed or required to be done in some other manner by the Post-Secondary Learning Act, these Bylaws, any Special Resolution of the Members or by statute.
- 6.6.1 Every Director in exercising their powers and discharging their duties shall:

- 6.6.1.1 act honestly and in good faith with a view to the best interests of the Association; and
  - 6.6.1.2 exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.6.2 Directors are responsible for disclosing any Conflicts of Interest in accordance with Bylaw 7, and the Board is subsequently required to establish how to proceed. Failure to disclose conflicts is considered grounds for dismissal as per Bylaw 6.23.
- 6.6.3 The Board shall be accountable to all Active Members, including the GRC.
- 6.6.4 The Speaker shall act as a liaison between the GRC and the Board.
- 6.7 Each Director may appoint one (1) Active Member to serve as their Commissioner to assist such Director with their portfolio.
  - 6.7.1 Commissioners shall be responsible for the duties assigned to them.
  - 6.7.2 4.29.39.17Any Commissioner may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President, the Speaker, or the EO. This resignation takes place effective the date specified in this letter.
  - 6.7.3 A commissioner may be eligible for a Volunteer Fellowship as per Bylaw 8.9.
- 6.8 The Governance Coordinator is responsible for attending all Board meetings and is responsible for recording the minutes in writing.
  - 6.8.1 The EO may assign another Staff Member to attend any Board meeting to record the minutes when the Governance Coordinator is not present at such meeting.

### *Responsibilities and Mechanisms of the Board*

- 6.9 The Board shall strive towards consensus on all issues.
  - 6.9.1 If the Board cannot achieve consensus on a particular issue, the matter shall be resolved by Majority Vote as long as quorum as outlined in Bylaw 6.14.7.1 has been established.
- 6.10 The Board may strike any *Ad hoc* Committee or Standing Committee as needed or required as long as Terms of Reference have been approved by the Board, in advance of any activity of such committee.
- 6.11 The Board shall vote to recommend annual Association budgets to FSC and GRC,

including, but not limited to, Association Operations, Quality Money,, the Last Defence Lounge and other budgets related to internally restricted revenues.

- 6.12 The Board shall vote to recommend the annual Labour Relations Committee Budget, prepared by LRC, to FSC
- 6.13 The use of any prior year reserve funds, either internally restricted or not, must be approved by the Board and in accordance with the Finance Policy.

### *Meetings of the Board*

#### 6.14 Director Meeting Provisions

##### 6.14.1 Place of Meetings

6.14.1.1 Meetings of Directors and of any committee of Directors may be held at any place. A meeting of Directors or of any committee of Directors may be convened by the President or any Director at any time and the President shall, as soon as is reasonably practicable upon receipt of direction of any of the foregoing, send a notice of the applicable meeting to the Directors or to each Director who is a member of such committee of Directors, as the case may be.

##### 6.14.2 Notice

6.14.2.1 Notice of the time and place for the holding of any meeting of Directors or of any committee of Directors must be sent to each Director or each Director who is a Member of such committee of Directors, as the case may be, not less than five (5) days (exclusive of the day on which the notice is sent but inclusive of the day for which notice is given) before the date of the meeting; provided that the meetings of Directors or of any committee of Directors may be held at any time without notice if all of the Directors or members of such committee are present (except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called) or if all of the absent Directors have waived notice of the meeting. The notice of a meeting may specify the purpose or the business to be transacted at the meeting.

6.14.2.2 For the first meeting of Directors to be held following the election of Directors or for a meeting of Directors at which a Director is appointed to fill a vacancy in the Board, no

notice of such meeting need be given to the newly elected or appointed Director or Directors in order for the meeting to be duly constituted, provided a quorum of the Directors is present.

### 6.14.3 Waiver of Notice

6.14.3.1 Notice of any meeting of Directors or of any committee of Directors or the time for the giving of any such notice or any irregularity in any meeting or in the notice thereof may be waived by any Director in writing delivered personally to or by letter or email addressed to the President or the EO or in any other manner, and any such waiver may be validly given either before or after the meeting to which such waiver relates. Attendance of a Director at any meeting of Directors or of any committee of Directors is a waiver of notice of the meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called.

### 6.14.4 Omission of Notice

6.14.4.1 The accidental omission to give notice of any meeting of Directors or of any committee of Directors to, or the non-receipt of any notice by, any person does not invalidate any resolution passed or any proceeding taken at such meeting.

### 6.14.5 Participation in Meetings by Electronic Means

6.14.5.1 A Director may participate in a meeting of Directors or of any committee of Directors by electronic means, telephone or other communication facilities that permit all persons participating in the meeting to hear each other, and a Director participating in a meeting by those means is deemed for the purposes of these Bylaws to be present at that meeting.

### 6.14.6 Adjournment

6.14.6.1 Any meeting of Directors or of any committee of Directors may be adjourned from time to time by the chair of the meeting, with the consent of the meeting established by Majority Vote, to a fixed time and place. Notice of an

adjourned meeting of Directors or of any committee of Directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting of Directors or of any committee of Directors is duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The Directors who formed a quorum at the original meeting of Directors or of any committee of Directors are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting is deemed to have terminated forthwith after its adjournment. Any business that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same may be brought before or dealt with at any adjourned meeting.

#### 6.14.7 Quorum and Voting

6.14.7.1 A majority of the number of Directors constitutes a quorum at any meeting of Directors. A majority of the number of Directors on a committee of Directors constitutes quorum at any meeting of that committee of Directors. Notwithstanding any vacancy among the Directors, a quorum of Directors may exercise all the powers of the Directors or a committee of Directors. The Directors may not transact business at a meeting of Directors or of any committee of Directors unless a quorum is present at the beginning of the meeting. Unless otherwise stated in these Bylaws, any question arising at any meeting of Directors or of any committee of Directors must be decided by a majority of votes. In the case of an equality of votes the chair of the meeting shall not have a second or casting vote and such question shall be deemed to be lost.

#### 6.14.8 Resolution in Lieu of Meeting

6.14.8.1 A resolution in writing, signed by all of the Directors entitled to vote on that resolution at a meeting of Directors or of a committee of Directors, is valid as if it had been passed at a meeting of Directors or of a committee of Directors.

### 6.15 Member Meeting Provisions

## 6.15.1 Record Dates

6.15.1.1 The Directors may fix in advance a date as the record date for the determination of Members entitled to receive notice of or to vote at a meeting of Members, but such record date shall not precede by more than 30 days or by less than 21 days the date on which the meeting is to be held.

6.15.1.2 If no record date is fixed, the record date for the determination of Members entitled to receive notice of or to vote at a meeting of Members is:

6.15.1.2.1 the last business day preceding the day on which the notice is sent; or

6.15.1.2.2 if no notice is sent, the day on which the meeting is held.

6.15.1.3 The record date for the determination of Members for any other purpose other than to establish a Member's right to receive notice of or to vote at a meeting of Members shall be the day on which the Directors pass the resolution relating to that purpose.

## 6.15.2 Adjournment

6.15.2.1 The chair of the meeting may, with the consent of the meeting established by Majority Vote, adjourn any meeting of Members from time to time to a fixed time and place, and if the meeting is adjourned by one or more adjournments for an aggregate of less than 30 days it is not necessary to give notice of the adjourned meeting other than by announcement at the time of an adjournment.

## 6.15.3 Persons Entitled to be Present

6.15.3.1 The only persons entitled to be present at a meeting of Members shall be those entitled to vote thereat, the Directors and Auditor and others who, although not entitled to vote, are entitled or required under any provision of the Bylaws to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with consent of the meeting.

### *Duties of the President*

6.16 The President shall:

6.16.1 chair all meetings of the Board.

6.16.1.1 The President may appoint a replacement chair in the case of their absence or with the consent of the Board.

6.16.2 enforce due observation of the Objects, Bylaws, policies and procedures of the Association, and undertake all presidential duties described therein.

6.16.3 be charged with the general management and supervision of all of the affairs and operations of the Association.

6.16.4 be an *ex-officio* member of all Board of Director and GRC committees.

6.16.5 be responsible for overseeing the EO, which includes conducting an annual performance review.

6.16.6 have custody and use of the official Association seal.

6.16.7 be the Association's nominee to the UCalgary's Board of Governors

6.16.7.1 Including Board of Governors Committees:

6.16.7.1.1 Budget Committee;

6.16.7.1.2 Finance and Property Committee (FPC) ; and,

6.16.7.1.3 Environment, Health, Safety & Sustainability (EHS&S)

6.16.8 be the Association's nominee to the UCalgary's Senate.

6.16.8.1 The President has the authority to delegate the above membership to any eligible Active Member, typically the VP External; however, the President remains responsible for oversight of said membership.

6.16.9 sit as one of the Association's representatives on the FGS council and the GFC.

6.16.10 sit as the Association's representative on, GFC Academic Planning and Priorities subcommittee, the FGS council executive committee, and the University of Calgary Properties Group Ltd. (UCPG), according to the respective Terms of Reference of these committees, and have

the authority to delegate the membership to any eligible Active Member; provided, however, that the President remains responsible for oversight of said membership.

6.16.11 report to the GRC at every GRC Meeting.



- 6.16.12 oversee the GSC as per the GSC's Terms of Reference and Governance Policy.
- 6.16.13 be responsible for the oversight of the Equity, Diversity, and Inclusion Committee pursuant to its Terms of Reference.
- 6.16.14 be responsible for the oversight of the Governance Committee pursuant to its Terms of Reference and Governance Policy.
- 6.16.15 act as the official spokesperson of the Association.
- 6.16.16 be responsible for any other affairs of the Association that do not fall under the jurisdiction of other Directors.
- 6.16.17 file the semi-annual return with the Alberta Lobbyist Registry.

### *Duties of the VP Academic*

- 6.17 The VP Academic shall:
  - 6.17.1 act as an academic representative to ensure that the interests of graduate students are upheld in all academic and research related matters and appeals.
  - 6.17.2 sit as one of the Association's representatives on the FGS Council and the GFC.
  - 6.17.3 sit on the GFC executive committee, the Teaching & Learning Committee, the Research & Scholarship Committee, the Graduate Academic Program Subcommittee, the FGS Awards & Scholarship Committee, the FGS Policy Committee and is responsible for the relationship with the Taylor Institute for Teaching and Learning.
    - 6.17.3.1 The VP Academic has the authority to delegate membership to any eligible Active Member; however, the VP Academic remains responsible for oversight of said membership.
  - 6.17.4 be responsible for the oversight of the Academic Support Committee as per the Academic Support Committee's Terms of Reference and Governance Policy.
  - 6.17.5 be responsible for the oversight of the Awards Chair(s), and for distributing, by recommendation of the Awards Standing Committee, all awards and bursaries of the Association as outlined in the Awards Standing Committee's Terms of Reference, Awards Policy and Governance Policy.
  - 6.17.6 be responsible for the Association's relationship with the UCalgary's

Office of the Ombuds and any related partners.

- 6.17.7 oversee the Association's representatives on individual faculty councils.
- 6.17.8 report to the GRC at every GRC Meeting.
- 6.17.9 undertake other duties and responsibilities as required within the portfolio or as determined by the Board.

### *Duties of the VP External*

6.18 The VP External shall:

- 6.18.1 report to the Board and GRC on developments external to the university that affect Members of the Association in relation to municipal, provincial, and federal advocacy issues.
- 6.18.2 sit as one of the Association's representatives on the FGS Council.
- 6.18.3 hold responsibility for advocacy activities of the Association.
- 6.18.4 be responsible for developing and maintaining the Association's relationships with all levels of government.
- 6.18.5 represent the Board in the Association's participation in student advocacy organizations.
- 6.18.6 oversee the Association's memberships and relationships in external membership-based organizations in which the Association is a member.
- 6.18.7 report to the GRC at every GRC Meeting.
- 6.18.8 undertake other duties and responsibilities as required within the portfolio or as determined by the board.

### *Duties of the VP Student Life*

6.19 The VP Student Life shall:

- 6.19.1 be responsible for the oversight and the conduct of social events offered by the Association.
- 6.19.2 coordinate the Association's efforts in relation to UCalgary's graduate student orientation initiatives.
- 6.19.3 be responsible for drafting and amending, annually, a MOU between the Association and the FGS outlining roles and responsibilities associated with orientation initiatives.
- 6.19.4 be responsible for maintaining the Association's relationships with UCalgary's affiliated entities involved in the planning and execution of the Association's orientation initiatives.

- 6.19.5 be responsible for oversight of Student Experience and Events Committee and subcommittees as determined by the Board and as outlined in specific committee's Terms of Reference. be responsible for developing and implementing services to meet the needs of international students.
- 6.19.6 be responsible for all issues relating to DGAs, GSGs, and consortia.
- 6.19.7 be responsible for maintaining the Association's relationship with student services entities on campus.
- 6.19.8 sit as one of the Association's representatives on the FGS Council and the GFC.
- 6.19.9 report to the GRC at every GRC Meeting.
- 6.19.10 undertake other duties and responsibilities as required within the portfolio or as determined by the board.

#### *Duties of the VP Finance & Services*

- 6.20 The VP Finance & Services shall:
  - 6.20.1 oversee the financial dealings and transactions of the Association.
  - 6.20.2 be responsible for the oversight of the FSC ~~Chair~~ and act as vice-chair of the FSC, as per the FSC Terms of Reference, Governance Policy, and Bylaws 8.13, 8.14, and 8.15.
  - 6.20.3 act as HDC Chair.
  - 6.20.4 oversee the development of the Association's annual budget and make recommendations to the Board, FSC, and the GRC on membership fees.
  - 6.20.5 present the Association's annual budget to the Members during the AGM for information.
  - 6.20.6 oversee the maintenance and development of all Association services, including the Association's Health and Dental Plan, The Last Defence Lounge, the Quality Money Program and the Association's Partnerships Program.
  - 6.20.7 be responsible for negotiating the terms and conditions of the Association's Health and Dental plan.
  - 6.20.8 be responsible for the oversight of the Sustainability Committee as outlined in the Sustainability Committee's Terms of Reference and Governance Policy.
  - 6.20.9 be responsible for the oversight of the LRC and

- 6.20.9.1 ensure fulfilment of the Association's duty of fair representation to AEGS.
- 6.20.9.2 Call LRC meetings if necessary.
- 6.20.10 be responsible to adjudicate and review the Terms of Reference for graduate students' Sustainability Award in collaboration with the Office of Sustainability.
- 6.20.11 sit as one of the Association's representatives on the FGS council and the GFC.
- 6.20.12 report to the GRC at every GRC Meeting.
- 6.20.13 undertake other duties and responsibilities as required within the portfolio or as determined by the board.

### *Removal and Resignation of Directors*

- 6.21 Any Director may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President, the Speaker, or the EO. This resignation takes place effective the date specified in this letter.
- 6.22 A Director must resign from office upon the termination of their registration at UCalgary.
- 6.23 If the President resigns, is removed in accordance with the Bylaws, dies, or is temporarily unable to fulfill their duties, the order of succession shall be as follows: VP Academic, VP External, VP Student Life, then VP Finance & Services.
  - 6.23.1 The Director thus designated will assume the position of acting president of the Association ("Acting President") until such time as a by-election can be held to fill the position of President or the President is able to resume their duties.
  - 6.23.2 The Acting President shall have all the privileges and responsibilities of the President, in addition to the privileges and responsibilities of their original Directorship; however, the Acting President shall only have one vote.
  - 6.23.3 If all Directors are for some reason removed or incapacitated then the Judicial Board, as called upon by the Speaker, shall be responsible for appointing an Acting President and initiating by-elections in consultation with the CRO. Decisions made by the acting President shall be ratified once the new Directors are elected.

- 6.24 A Director who behaves in a manner unbefitting of their position, including but not limited to missing two (2) consecutive meetings or functions at which their attendance is required according to their position description, without communicating the intent to be or the reason for being absent, may be immediately removed from office by either:
- 6.24.1 unanimous vote in favour of removal by all other Directors and ratification by Two-Thirds Majority Vote at the GRC Meeting; or
  - 6.24.2 Two-Thirds Majority Vote for removal by the GRC.

The removed Director may appeal this decision to the Judicial Board within five (5) Business Days of the GRC ratification or vote.

- 6.25 In the event that a Directorship becomes vacant, the Board must:
- 6.25.1 appoint an interim non-voting Director to the Board to fill that Directorship, if possible, if the vacant position falls after February 1, subject to Bylaw 14.11.
    - 6.25.1.1 If the Board decides it is not possible to reassign the vacant Director's portfolio, the duties of that Directorship may be shared by two (2) or more Directors until the following annual election. If extra hours are required to fulfill the additional workload, the Directors taking on the additional responsibilities may be entitled to additional remuneration as outlined in the Governance Policy.
  - 6.25.2 If a Directorship becomes vacant prior to February 1<sup>st</sup> the duties of that Directorship may be shared by two (2) or more Directors until such time as a by-election can be held, at the discretion of the CRO. The by-election will take place at a GRC Meeting as determined by the CRO. If extra hours are required to fulfill the additional workload, the Directors taking on the additional responsibilities may be entitled to additional remuneration as outline in the Governance Policy.

### *Executive Officer*

- 6.26 The Executive Officer (the "EO") is a full-time Staff Member of the Association whose position, irrespective of the title, refers to the individual Staff Member who reports directly to the Board through the President and is the supervisor, manager, and director of all other Staff Members employed by the Association.
- 6.27 The EO shall be appointed by the Board based on recommendation from a hiring committee struck by the Board that includes, at minimum: the President, VP Finance & Services, and a GRC Representative appointed by the Board. To be eligible for the position of EO, an individual must not have held a Directorship

during the previous five (5) years.

- 6.28 The EO may be called upon by the Board to act as a representative and advocate of the Association and its policies, be responsible for the administration of the affairs of the Association, and shall always be accountable to the Board, the GRC, and the membership at large.
- 6.29 The EO shall be responsible for:
- 6.29.1 maintaining custody of all minutes and records of the Association.
  - 6.29.2 preparing and keeping any books or records other than those mentioned elsewhere in these Bylaws.
  - 6.29.3 registering all bylaw changes as approved at the AGM
- 6.30 The EO may be terminated, subject to the EO's employment contract, by unanimous vote of the Board and ratification by Two-Thirds Majority Vote at the GRC.
- 6.30.1 The Directors and EO may submit reports to the GRC outlining their positions.
  - 6.30.2 The EO may appeal this decision to the Judicial Board within five (5) Business Days of the GRC ratification.

## 7 Conflict of Interest

- 7.1 All immediate family relations, spousal, adult interdependent relationship (as defined by Alberta law) or otherwise, between any Director, Commissioner and/or volunteer, except those described in Bylaws 7.2 and 7.3, shall be reported to the Board as outlined in the Code of Conduct Policy.
- 7.2 If a Commissioner is immediately related to, in a spousal, or otherwise interdependent relationship, with the Director to whom they directly report, or such a relationship arises during their term of office, that Commissioner shall report to the whole Board as outlined in the Code of Conduct Policy.
- 7.3 If a spousal or adult interdependent relationship (as defined by Alberta law), between any Directors arises during their term of office; they must announce their conflict of interest to the Board, as specified in Bylaw 6.6.2.
- 7.4 A Director or Officer who is a party to a material contract or material transaction or proposed material contract or proposed material transaction with the Association, or is a director or Officer of or has a material interest in any person who is a party to a material contract or material transaction or proposed material contract or proposed material transaction with the Association, shall disclose fully the nature and extent of their interest to the Board. No such Director shall vote on any

resolution to approve such contract or transaction. If a material contract or material transaction is made or entered into between the Association and one or more of its Directors or Officers, or between the Association and another person of which a Director or Officer is a director or officer or in which such Director or Officer has a material interest:

- 7.4.1 the contract or transaction is neither void nor voidable by reason only of that relationship, or by reason only that a Director with an interest in the contract or transaction is present at or is counted to determine the presence of a quorum at a meeting of Directors or of a committee of Directors that authorized the contract or transaction; and
- 7.4.2 a Director or Officer or former Director or Officer to whom a profit accrues as a result of the making of the contract or transaction is not liable to account to the Association for that profit by reason only of holding or having held office as a Director or Officer, if the Director or Officer or former Director or Officer disclosed the interest in accordance with this Bylaw 7 and the contract or transaction was approved by the Directors or the Members and it was reasonable and fair to the Association at the time it was approved.

7.5 Even if the conditions set out above in this Bylaw 7.4 are not met, a Director or Officer acting honestly and in good faith is not accountable to the Association for any profit realized from a material contract or material transaction for which disclosure is required, and the material contract or material transaction is not void or voidable by reason only of the interest of the Director or Officer in the material contract or material transaction, if:

- 7.5.1 the material contract or material transaction was approved or confirmed by special resolution at a meeting of Members;
- 7.5.2 disclosure of the interest was made to the Members in a manner sufficient to indicate its nature before the material contract or material transaction was approved or confirmed; and
- 7.5.3 the material contract or material transaction was reasonable and fair to the Association when it was approved or confirmed.

## 8 Finances and Properties

### *Membership Fees*

- 8.1 The Association shall have the power to levy fees, including a membership fee, to be paid annually by all Active Members to conduct the affairs of the Association.
  - 8.1.1 In order to introduce a new fee or levy, the new fee and/or levy must be

passed by Majority Vote through Referendum. The amount and purpose must be clearly stated in the referendum question(s) subject to Bylaw 16.

- 8.2 In each fiscal year, the GRC shall ratify by Majority Vote the amount of the membership fee, provided that such an amount does not exceed the membership fee of the previous fiscal year by more than fifteen (15%) percent. The membership fee may only be increased by more than fifteen (15%) percent from the previous year by Referendum.
- 8.3 In each fiscal year, the GRC shall ratify by Majority Vote the amount of the Association's Health and Dental fee, provided that such an amount does not exceed the Association's Health and Dental fee of the previous fiscal year by more than twenty (20%) percent. The Health and Dental fee may only be increased by more than twenty (20%) percent from the previous year by Referendum.
- 8.4 All Association fees paid to the Registrar's Office of UCalgary shall be credited to an Association account or accounts at a certified financial institution or institutions in Calgary.

### *Signing Authority*

- 8.5 The Association shall require a minimum of two (2) or three (3) signatories to sign any financial documentation relating to the Association, or to withdraw funds from an Association account. The number of required signatories shall be determined based on the amount of the transaction as outlined in the Finance Policy
- 8.5.1 The only eligible signatories are the Directors and the EO.
- 8.6 The Association shall require a minimum of two (2) signatories to sign any legal documentation relating to the Association.
- 8.6.1 Subject to Bylaw 8.6.2, the only eligible signatories are the Directors and the EO.
- 8.6.2 The only eligible signatories for signing legal documentation regarding business of the Labour Relations Committee are the Directors, the EO, and the LRC Chair.

### *Examination of Finances*

- 8.7 The financial records (and other books and records) of the Association may be examined by any Active Member after due notice has been given to the VP Finance & Services or a designated Director who shall establish a suitable time and place. The examination shall take place on the UCalgary campus in the presence of a Director.



## *Fellowships*

- 8.8 Directors shall not be remunerated for any services they perform as volunteers.
- 8.9 The GRC, in accordance with the Association's Volunteer Policy, shall have the power to recommend that any deserving Active Member may be awarded a Volunteer Fellowship.
  - 8.9.1 The value of all Volunteer Fellowships shall be based on Association policy.
  - 8.9.2 If any Active Member receiving a Volunteer Fellowship resigns, is removed from office, or is unable to fulfill their duties, the Board may reallocate their Volunteer Fellowship as outlined in the Association's Volunteer Policy.
- 8.10 No individual can receive more than one chair or vice-chair volunteer fellowship simultaneously.
  - 8.10.1 6.25.
  - 8.10.2 If a chair or vice-chair volunteer resigns, is removed, or is otherwise permanently unable to fulfill their duties (the "Departing Volunteer"), the fellowship of such volunteer may be shared by two (2) or more other chair or vice-chair volunteers until a replacement chair or vice chair has been appointed. If extra hours are required to fulfill the Departing Volunteer's responsibilities, the volunteer(s) taking on such responsibilities may be entitled to additional remuneration.

## *Finance Standing Committee*

- 8.11 The FSC shall consist of:
  - 8.11.1 the President ex officio and the EO ex officio (non-voting).
  - 8.11.2 the VP Finance & Services, who is vice-chair of the FSC.
    - 8.11.2.1 In the absence of the VP Finance & Services, their voting right shall pass to the President. The President may only vote in the absence of the VP Finance & Services.
  - 8.11.3 the FSC Chair, an Active Member elected by the GRC at the April GRC Meeting.
  - 8.11.4 at least three (3) and no more than fifteen (15) other Active Members, one of which must be a GRC Representative, and granted membership by FSC consensus.
  - 8.11.5 no member who is immediately related to, or in a spousal or adult interdependent relationship (as defined by Alberta law) with, a Director

during the same term of office as subject to Bylaw 7.3 and the Conflict of Interest Policy.

- 8.12 Quorum of the committee shall consist of at least four (4) voting members:
  - 8.12.1 one of whom must be President or VP Finance & Services,
  - 8.12.2 one of whom must be FSC Chair or vice-chair of the FSC, and
  - 8.12.3 fifty (50) percent or greater of whom must be non-Directors.
- 8.13 The FSC shall:
  - 8.13.1 review the financial records and investments of the Association on a regular basis.
  - 8.13.2 make recommendations to the Board regarding fee changes and the draft budget for the following financial year.
  - 8.13.3 determine by majority vote whether to support the draft budgets and fee changes recommended by the Board prior to being presented to GRC for final approval.
  - 8.13.4 Approve by majority vote, the LRC Budget recommended by the Board.
    - 8.13.4.1 If LRC Budget adjustments are brought forward by LRC during a time when the FSC is not formed, the Board may approve such changes. FSC shall review such LRC Budget adjustments when formed.
  - 8.13.5 ensure that an annual audit of the Association is performed.
  - 8.13.6 be responsible for the selection and approval of an Auditor.
  - 8.13.7 elect its Chair through the GRC at the April GRC Meeting as per Bylaw 15.4
  - 8.13.8 review the annual budgets, including Association Operations, Quality Money, Collective Agreement Levy (LRC), and the Last Defence Lounge.
- 8.14 The FSC Chair and Vice-Chair shall:
  - 8.14.1 maintain a record of current FSC membership.
  - 8.14.2 schedule all FSC meetings.
  - 8.14.3 record and file minutes for each FSC meeting.

- 8.14.4 prepare an agenda for each FSC meeting, including any submissions from GRC or interested Active Members.
- 8.14.5 provide an oral and written report on the finances of the Association to the GRC and the Board in the Fall Semester and the Winter Semester,
  - 8.14.5.1 Normally these reports will occur at the AGM and the April GRC Meeting.
- 8.15 In addition to the shared FSC Chair and Vice-Chair responsibilities, as set out in Bylaw 8.14, the FSC Vice-Chair shall be:
  - 8.15.1 responsible for overseeing the budgeting process with Association staff and in consultation with FSC.
  - 8.15.2 the liaison between the Board and FSC, specifically regarding financial matters of the Association.
- 8.16 The FSC Chair may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President, the Speaker, or the EO. This resignation takes place effective the date specified in this letter.
- 8.17 The FSC Chair may be removed from their position by a Majority Vote of the FSC.
- 8.18 Should the position of the FSC Chair become vacant,
  - 8.18.1 The President and VP Finance & Services may appoint an interim chair, who must be a member of the FSC, until a new chair can be elected at the next possible GRC Meeting.
    - 8.18.1.1 The interim chair shall have the same duties and responsibilities as the FSC Chair.
  - 8.18.2 The President and VP Finance & Services shall appoint a new FSC Chair subject to unanimous approval by FSC and majority approval by GRC.
- 8.19 Deliberations and decisions of the FSC shall be considered advisory to the Board, except in the cases of budget, fees, and the Auditor, in which case the FSC deliberations and decisions shall be considered recommendations to GRC.
- 8.20 FSC shall have oversight over the following financial activities of the Association.
  - 8.20.1 Contingency Fund
    - 8.20.1.1 The FSC will oversee the use of the Association's contingency fund such that requests to utilize the

Association's contingency fund:

8.20.1.2 less than \$10,000 shall be approved by the Board in advance and then reviewed by the FSC; and

8.20.1.3 in excess of \$10,000 must be approved by the Board and the FSC in advance.

## 8.20.2 Capital Replacement Fund

8.20.2.1 The FSC will oversee the use of the Association's capital replacement fund such that requests to utilize funds from the Association's capital replacement fund:

8.20.2.2 less than \$10,000 shall be approved by the Board in advance and then reviewed by the FSC; and

8.20.2.3 in excess of \$10,000 must be approved by the Board and the FSC in advance.

## *Borrowing of Funds*

8.21 For the purpose of carrying out its Objects, the Association may borrow or raise or secure the payment of money in any manner it thinks fit and, in particular, by the issue of debentures, but this power shall only be exercised with the approval of the Board and in no case shall debentures be issued without the sanction of a Special Resolution of the Members. Furthermore, all new and outstanding loans, borrowings or indebtedness are subject to the following conditions:

8.21.1 the FSC shall be notified of any new loan, borrowing or indebtedness less than \$10,000 at its next meeting; and

8.21.2 any new loan, borrowing or indebtedness in excess of \$10,000 shall be approved by the FSC and notification will be provided to GRC at its next meeting.

8.22 If the total amount of outstanding loans, borrowings and indebtedness:

8.22.1 exceeds \$25,000, but not \$100,000, all new loans, borrowings or indebtedness shall be approved by Majority Vote of the GRC.

8.22.2 exceeds \$100,000, but not \$500,000, all new loans, borrowings or indebtedness shall be approved by Majority Vote at an AGM or SGM.

8.22.3 exceeds \$500,000, all new loans, borrowings or indebtedness shall be approved by Referendum.

- 8.23 No Member shall be, in the Member's individual capacity, liable for any debt, obligation or liability of the Association.

### *Financial Year*

- 8.24 Unless otherwise recommended by the GRC, or pursuant to a change to the UCalgary fiscal year, the fiscal year of the Association shall terminate on the 31<sup>st</sup> day of March in each year.

### *Properties of the Association*

- 8.25 Any and all property (whether tangible or intangible), including but not limited to The Last Defence Lounge, the Association offices, any other leased or owned property, and fixtures, furnishing and technologies, or intellectual property, in any form, shall remain the sole property of the Association. All use of and access to said property is restricted solely to Active Members who have put forth the appropriate request where required.
- 8.25.1 Associate Members, Honorary Members, Observer Members and guests of Active Members shall have use of and access to said property only by explicit permission of the Board.
- 8.25.2 Capital Asset inventory will be completed on a yearly basis as outlined in the Finance Policy.

### *Health and Dental Committee*

- 8.26 The HDC shall consist of:
- 8.26.1 the President.
- 8.26.2 the VP Finance, who shall also be HDC Chair.
- 8.26.3 the EO.
- 8.26.4 the Human Resources Manager.
- 8.26.5 The VP Student Life
- 8.26.6 one Member from the GRC.
- 8.27 Quorum of the committee shall consist of at least four (4) voting members, one of whom must be President or VP Finance & Services.
- 8.28 The HDC shall:
- 8.28.1 meet with the third party administrator of the Health and Dental Plan at least twice per Fiscal Year.
- 8.28.2 review the performance of the Health and Dental Plan at least once per Fiscal Year.

- 8.28.3 present recommendations on Health and Dental Plan coverage changes and fee changes to the Board.
  - 8.28.3.1 Health and Dental Plan coverage changes and fee changes must be approved by a Majority Vote of the Board.

## 9 Graduate Representative Council

### *Authority*

- 9.1 Except where the Objects, Bylaws, policies or procedures of the Association specify otherwise, the GRC shall have the authority to:
  - 9.1.1 review Association policies and procedures passed by the Board.
  - 9.1.2 approve the Association's annual budget, including the Association's Operations, Quality Money, , and the Last Defence Lounge.
  - 9.1.3 monitor the Board through the GRC reporting practice.
- 9.2 The GRC has the authority to enforce appropriate behaviour by all Members and representatives of the Association. If it is deemed necessary by the GRC,
  - 9.2.1 any representative of the Association, including a member of the Board, and GRC Representatives, may be removed from their position by a Two-Thirds Majority Vote of the GRC.
    - 9.2.1.1 Any representative removed by the process outlined in 9.2.1 cannot hold a representative role of the Association for a period of two (2) years from the date of removal.
  - 9.2.2 any Member may be reprimanded by removal of their membership privileges, either in whole or in part, temporarily or permanently, by a unanimous vote by the Board. If the Board votes unanimously to temporarily or permanently remove Membership privileges, the impacted Member may appeal to the Judicial Board in writing within five (5) business days of the decision. To uphold the Board's decision, the Judicial Board must also vote unanimously in favour of the Board's decision. The Judicial Board's ruling is final.

### *Composition*

- 9.3 The GRC shall consist of the GRC Representatives, the Board, the Commissioners, the Speaker, the Clerk, and the Consortium Representatives.

### *Speaker of the GRC*

- 9.4 The Speaker shall:

- 9.4.1 be an Active Member.
- 9.4.2 be elected by the GRC at the April GRC Meeting as per Bylaw 15.4.
- 9.4.3 be the liaison between the GRC and the Board.
- 9.4.4 retain their voting privileges if a GRC Representative
- 9.4.5 chair all meetings of the GRC, the AGM and any SGMs.
- 9.4.6 ensure the maintenance of the official GRC membership list.
- 9.4.7 ensure that minutes are taken for each meeting by the Clerk.
- 9.4.8 accept resignations if necessary and communicate all resignation notices to the Board and the EO.
- 9.4.9 be responsible for the interpretation of the Bylaws and meeting procedures for the purposes of GRC Meetings, AGMs and SGMs.
  - 9.4.9.1 Any dispute with the Speaker's interpretation of the Bylaws or meeting procedures shall be heard by the Judicial Board.
- 9.4.10 serve as non-voting Judicial Board Chair as per Bylaw 17.4.2.
- 9.5 The term of office for the Speaker shall normally begin at 12:00 AM on May 1 and shall end at 11:59 PM on April 30 the following year.
- 9.6 In the event of the absence of the Speaker, the GRC shall elect a Speaker *pro tempore* by Majority Vote.
- 9.7 The Speaker may be removed from their position upon a unanimous recommendation by the Board to the GRC. In order for the Speaker to be removed, a Two-Thirds Majority vote by the GRC is required.
  - 9.7.1 Should the Speaker be removed from their position, they will retain the ability to vote at GRC Meetings if they are a member of GRC as per Bylaw 9.17, and shall retain their ability to vote at an AGM as long as they are an Active Member of the Association.

### *Clerk of the GRC*

- 9.8 The Clerk of the GRC (the Clerk) shall:
  - 9.8.1 be an Active Member.
  - 9.8.2 record all minutes of the GRC, the AGM and any SGM.
  - 9.8.3 retain their voting privileges if a GRC Representative.
  - 9.8.4 be elected by the GRC at the April GRC Meeting as per Bylaw 15.4.

- 9.9 The Clerk may be removed from their position upon a unanimous recommendation by the Board to the GRC. In order for the Clerk to be removed, a Two-Thirds Majority Vote by the GRC is required.
- 9.9.1 Should the Clerk be removed from their position, they will have the ability to vote at GRC Meetings if they are a member of GRC as per Bylaw 9.17.1 and shall retain their ability to vote at an AGM so long as they are an Active Member of the Association.

### *Selection of GRC Representatives*

- 9.10 Each DGA, or department authorized by UCalgary to operate a graduate program, shall be represented by one or more GRC Representative(s). DGAs or authorized departments with:
- 9.10.1 1-25 Active Members shall be represented by one (1) GRC Representative.
- 9.10.2 26-100 Active Members shall be represented by two (2) GRC Representatives.
- 9.10.3 101-200 Active Members shall be represented by three (3) GRC Representatives.
- 9.10.4 201-500 Active Members shall be represented by four (4) GRC Representatives.
- 9.10.5 501 or more Active Members shall be represented by five (5) GRC Representatives.
- 9.11 Consortiums may appoint up to two (2) non-voting representatives (Consortium Representatives).
- 9.11.1 If a Consortium Representative is a voting GRC Representative of a DGA, they retain their DGA voting privileges.
- 9.12 Active Members who have been removed as GRC Representatives under Bylaw 9.2 or Bylaw 9.21 shall be ineligible to be a GRC Representative or run for a Directorship for twelve (12) months.
- 9.13 Any GRC Representative position that becomes vacant shall be filled by the appropriate DGA or department, according to DGA Policy.
- 9.13.1 The new representative shall be official once the Speaker or the Governance Coordinator have been notified either in writing or by electronic means.
- 9.14 The term of office of each GRC Representative shall be determined by their DGA or Consortium in accordance with that group's bylaws.



- 9.15 A DGA or department may not select a Director of the Association as a GRC Representative.
- 9.16 If a GRC Representative is elected to the Board, their position as a GRC Representative shall be considered vacant once they have assumed the Directorship.

### *Voting Rights*

- 9.17 The GRC Representatives, the Board, and Commissioners are voting Members.
  - 9.17.1 The Speaker, Clerk, and Consortium Representatives are non-voting Members unless they are also GRC representatives, in which case they retain their related voting privileges.

### *Duties*

- 9.18 The duties of a GRC Representative are:
  - 9.18.1 to attend GRC Meetings and represent the interests of Active Members in their department.
  - 9.18.2 to disseminate information to Active Members in their department.

### *Alternate Representatives*

- 9.19 A GRC Representative or DGA shall have the power to appoint a proxy from their department or faculty to attend the GRC and exercise a proxy vote in their place.
  - 9.19.1 A GRC Representative or DGA's proxy must be an Active Member.
  - 9.19.2 The Speaker or the Governance Coordinator are to be informed, in writing, of the appointment of a proxy by a GRC Representative or a DGA by the GRC Representative prior to the commencement of a GRC Meeting.

### *Removal or Resignation of Graduate Representatives*

- 9.20 Any GRC Representative may resign at any time by submitting a letter of resignation either in-person or by electronic means to the President, the Speaker, the Governance Coordinator, or the EO. This resignation is effective the date specified in this letter.
- 9.21 Any GRC Representative who is absent without an Alternate for more than two (2) meetings in an academic year may be removed as a GRC Representative by Two-Thirds Majority Vote of the GRC.

## 10 GRC Meetings

### *GRC Meeting*

- 10.1 All meetings of the GRC shall be run in general accordance with the latest edition of Robert's Rules of Order in effect at the time of the meeting, as interpreted by the Speaker, unless overruled by the Association's Policies, Bylaws, policies or procedures or by resolution of the GRC.
- 10.2 A Two-Thirds Majority Vote by the GRC shall be required to modify the rules of order for the duration of that meeting.

### *Participation in GRC Meetings*

- 10.3 The GRC may resolve to conduct any meeting or part of a meeting *in camera* by Majority Vote. Non-members of the GRC, except for individuals invited to observe as part of the resolution, must leave the room during any such meeting.

### *Quorum*

- 10.4 Quorum for GRC Meetings shall be satisfied by the attendance of at least one (1) GRC Representative or alternate from at least fifty (50) percent of all DGAs or departments having GRC Representatives.
  - 10.4.1 If a quorum is present at the opening of the meeting of Members, the Members present may proceed with the business of the meeting of Members, notwithstanding that a quorum is not present throughout the meeting of Members. If a quorum is not present at the opening of any meeting of Members, discussion may continue, but all votes must take place at the next meeting where quorum is met, subject to Bylaw 10.5.
- 10.5 If quorum is not achieved at a GRC Meeting, then quorum for the next meeting shall be met by one (1) GRC Representative or alternate from at least twenty-five (25) percent of all DGAs or departments having GRC Representatives.

### *Notice of Meetings*

- 10.6 The Speaker, with oversight by the President, shall ensure that notice of all GRC Meetings is given to all GRC Representatives no less than five (5) days prior to the scheduled meeting.
  - 10.6.1 Notice shall include the proposed meeting's agenda, necessary reports, and any proposed resolutions.

### *Errors of Omission in Notice*

- 10.7 No error or omission in giving notice of any meeting or adjourned meeting of the GRC shall invalidate such meeting or make void any proceedings taken thereat and any member of the GRC may at any time waive notice of any such meeting

and may ratify, approve, and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member of the GRC for any meeting or otherwise, the address of the member of the GRC shall be their last email address recorded on the books of the Association.

### *Frequency and Duration of Meetings*

- 10.8 The GRC shall hold at least seven (7) regular meetings per year, subject to the following restrictions:
- 10.8.1 only one (1) regular meeting may be held in each calendar month.
  - 10.8.2 regular meetings must be scheduled in October, November, January, February, March, and April.
- 10.9 The GRC may call additional meetings of the GRC by a Majority Vote of the GRC.

### *Rescinding Motions*

- 10.10 A motion passed at a GRC Meeting may be rescinded by a Two-Thirds Majority Vote of the GRC or by Referendum.

## **11 Annual General Meetings**

### *Annual General Meetings*

- 11.1 The AGM shall be held each year during the Fall Semester, no later than September 30.
- 11.2 The Association shall present at that meeting a financial statement setting out its income, disbursements, assets and liabilities, audited and signed by the Auditor.

### *Announcement of Annual General Meetings*

- 11.3 The President shall ensure that the AGM is announced by public electronic means at least twenty-one (21) days and at most forty (40) days prior to the date of the AGM. This announcement shall include:
- 11.3.1 a proposed agenda;
  - 11.3.2 a summary of material changes to the Objects, and/or Bylaws and a description of where the complete text of such proposed amendments may be viewed by the membership; and
  - 11.3.3 a copy of audited financial statements and the Association's annual budget.

### *Errors of Omission in Notice*

- 11.4 No error or omission in giving notice of any AGM or any adjourned AGM shall

invalidate such meeting or make void any proceedings taken thereat and any Member may at any time waive notice to any such meeting and may ratify, approve and confirm any or all proceedings take or had thereat. For the purpose of sending notice to any Member, Director or officer for any meeting or otherwise, the email address of any Member, Director or officer shall be their last email address recorded on the books of the Association.

## *Quorum*

- 11.5 The quorum for the AGM shall be sixty (60) Active Members, unless the total number of Active Members is less than six-hundred (600), in which case the quorum shall be ten (10) percent of the Active Members.
- 11.6 All Active Members present shall count towards the quorum and be eligible to vote.
- 11.7 Proxy votes are not permitted at an AGM.
- 11.8 If a quorum is present at the opening of the meeting of Members, the Members present may proceed with the business of the meeting of Members, notwithstanding that a quorum is not present throughout the meeting of Members. If a quorum is not present at the opening of any meeting of Members, discussion may continue, but all votes must take place at a SGM or AGM where quorum is met.
  - 11.8.1 If quorum is not met at the AGM or SGM, then a SGM must be announced within thirty (30) days of the meeting where quorum is not met.

## *Business of Annual General Meetings*

- 11.9 The business of each AGM shall include:
  - 11.9.1 the reading, considering and approval of the minutes of the previous AGM.
  - 11.9.2 the consideration of proposed amendments, if any, to the Objects or Bylaws.
  - 11.9.3 the review of the Association's audited financial statements.
  - 11.9.4 review of the Association's budget.
  - 11.9.5 any business not requiring notice that the AGM wishes to consider.

## *Speaker*

- 11.10 The Speaker shall chair the AGM and any SGMs. If the Speaker is absent, those present shall elect a Speaker *pro tempore* by Majority Vote.

## 12 Special General Meetings

- 12.1 SGMs may be called either by a decision of the Board, or upon receipt by the President of a petition signed by at least ten (10) percent of Active Members requesting such a meeting.
  - 12.1.1 In the case of a petition, the Board shall give notification of a SGM within thirty (30) days of receipt of the petition.
  - 12.1.2 The quorum for a SGM shall be fifty (50) Active Members.
  - 12.1.3 In the case of dissolution of the Association as outlined in Bylaw 20.2 the Board will give notice, by electronic means, of a SGM within thirty (30) days of the GRC vote.
- 12.2 The method and timeframe for notification for SGM shall be the same as outlined for AGM above, except that the announcement of SGM shall include:
  - 12.2.1 a proposed agenda.
  - 12.2.2 a summary of any proposed amendments to the Objects and/or Bylaws.
    - 12.2.2.1 A description of where the complete text of such proposed amendments may be viewed by the membership.
  - 12.2.3 a copy of audited financial statements and the Association's annual budget shall not be required if the sole purpose of the SGM is to amend the Association's Objects, and/or Bylaws.
    - 12.2.3.1 A copy of audited financial statements and the Association's annual budget shall be required in the event that the SGM is called to dissolve the Association according to Bylaw 20.2.
- 12.3 The quorum for a SGM shall be fifty (50) Active Members.
- 12.4 All Active Members present shall count towards the quorum and be eligible to vote.
- 12.5 Proxy votes are not permitted at an SGM.
- 12.6 In the event that quorum is not achieved, discussion may continue, but all votes must take place at a SGM where quorum is met.
  - 12.6.1 If quorum is not met at the SGM, then a second SGM must be announced within thirty (30) days of the meeting where quorum is not met.

## 13 Amending the Objects and Bylaws

- 13.1 Amendments to the Objects or Bylaws must be done by Special Resolution at the AGM or a SGM.
- 13.2 The proposed amendments, together with a copy of the text of the resolution approving the proposed amendments, shall be made available to all Members with the notice of AGM or SGM.
- 13.3 Amendments to the Objects or Bylaws take effect immediately.

## 14 Election of the Board of Directors

### *Dates*

- 14.1 A general election shall take place in the Winter Semester of each year (the "General Election"). The voting days for the General Election shall be the second Monday in March and the subsequent day.
  - 14.1.1 Only Active Members are allowed to vote in the Association's elections.
    - 14.1.1.1 Each Active Member shall have one (1) vote per elected position and proxies are not allowed.
- 14.2 The CRO shall announce the holding of the General Election at least twenty-one (21) days and at most forty (40) days prior to the second Monday in March.
  - 14.2.1 The announcement shall include the procedures as outlined in the Election Policy for nomination, and a list of available positions.
  - 14.2.2 In the event that there is a single nominee for any Directorship, the voting Members will be presented with the option to vote for the nominee or choose not to vote for them. The single nominee must receive greater than 50% of the votes cast for the position they are nominated for, or the decision will be decided through a by-election.
- 14.3 The CRO shall organize and chair a public forum during the campaign period.
- 14.4 Should an issue arise in relation to the election, an appeal may be made to the Judicial Board within one (1) business day after the complainant becomes aware of the incident. Once received, the Board will convene the Judicial Board within two (2) business days. The Judicial Board will release their findings and recommended course(s) of action within one (1) business days after convening. The Judicial Board's ruling shall be final.

### *Nominations for the Board of Directors*

- 14.5 Nominations for all Directorships shall be made in writing and shall be signed by the nominator, who must be an Active Member, and by five (5) other Active

Members, and shall bear the signature of the nominee to signify acceptance of the nomination.

14.5.1 Nominations shall remain open until 4:00 PM on the ninth (9<sup>th</sup>) Business Day following the initial election announcement, at which time a campaign period lasting a minimum of five (5) Business Days shall commence.

14.6 No Active Member may nominate more than one (1) person for each Directorship.

### *Eligibility*

14.7 An Active Member shall be ineligible as a candidate if they have served two (2) terms, as a member on the Board.

14.7.1 Any portion of a term served as a Director, including one beginning with a by-election, that ends with resignation or removal shall be considered a full term.

14.7.2 The term of a Director that begins with a by-election and lasts no more than six (6) months, defined here as no more than one hundred and eighty-three (183) days, shall not count towards the restriction imposed in this Bylaw 14.7.

14.8 An Active Member shall be ineligible as a candidate if they are unable to commit to performing their Directorship duties on the UCalgary campus eleven (11) months of the twelve (12) months of the term of office, or appropriately prorated in the case of by-election or appointment of less than twelve (12) months.

14.9 If a Director resigns or is removed during their regular term of office, they will be considered ineligible for any Directorship for a period of two (2) years following the removal or resignation. In special circumstances where the Director has resigned they may be exempt from this provision by unanimous vote of the Board.

14.10 A candidate shall not run in a slate, defined here as a group of candidates who run for elected office on a similar platform for mutual advantage, real or apparent as determined by the CRO, and shall be elected individually as outlined in the Election Policy.

14.11 A candidate shall be considered ineligible for a Directorship if the prospective candidate is immediately related to, in a spousal, or adult interdependent relationship (as defined by the *Adult Interdependent Relationships Act* (Alberta)), a candidate for the aforesaid positions or a Director during the same term of office as outlined in the Conflict of Interest Policy. If a conflict of interest as outlined in Bylaw 7 above arises during their term of office, a Director must announce their conflict of interest to the Board, as specified in Bylaw 6.6.2.

### *Vacant Directorships*

- 14.12 The election of a Director to fill a vacant Directorship shall proceed as indicated in the Election Policy.

### *Election Campaigning*

- 14.13 Only Active Members may campaign in or participate in activities related to an Association election.
- 14.14 The CRO shall allow for a minimum of five (5) and a maximum of fifteen (15) full Business Days of campaigning, immediately preceding the first day of voting.
- 14.15 Following the campaign period, the CRO shall allow at least two (2) uninterrupted Business Days for voting.
- 14.16 Voting shall take place via secure electronic process or by use of a physical ballot system as outlined in the Election Policy.
- 14.17 Staff Members of the Association shall remain neutral in all matters pertaining to Association elections, by-elections, plebiscites, and referenda.

### *Election Results*

- 14.18 After the end of the voting period, the votes shall be counted or electronically verified by the CRO.
- 14.18.1 The counting of votes shall be witnessed by a neutral third party appointed by the CRO.
- 14.18.2 Each candidate may appoint a scrutineer to witness the counting.
- 14.19 The CRO shall make public the results of the election within twenty-four (24) hours of the end of the voting period and shall submit a written report within ten (10) business days, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the Speaker for disclosure at the next GRC Meeting.

## **15 Elections conducted by the GRC**

- 15.1 The GRC shall be responsible for electing the Speaker, the CRO, the Clerk, the Judicial Board, and the FSC Chair each year.
- 15.2 The GRC shall also be responsible for electing Directors through a by-election when such a position becomes vacant during a normal term of office as described in Bylaw 6.25.
- 15.3 An Active Member shall be ineligible as a candidate for any elected position, if they have served two (2) terms in that role.

### *Speaker, CRO, Clerk, and FSC Chair*



- 15.4 The election of the Speaker, CRO, Clerk, and FSC Chair shall proceed as follows:
  - 15.4.1 the Speaker, CRO, Clerk and FSC Chair shall be elected by the GRC at the April GRC Meeting.
  - 15.4.2 the Speaker shall call for nominations from the floor. No GRC Representative may nominate more than one (1) Active Member for each position.
  - 15.4.3 a nominee shall be considered elected by default if no other nominations are made for that position.
  - 15.4.4 voting shall be conducted using separate electronic ballots for each contested position.
  - 15.4.5 the counting process shall proceed as outlined in the Election Policy.
- 15.5 Chief Returning Officer
  - 15.5.1 The GRC shall elect a CRO each year for a twelve (12)-month term, as described in Bylaw 15.4.
  - 15.5.2 For the duration of their term, the CRO shall be an Active Member, shall remain impartial and shall be accountable to the Judicial Board and the GRC for proper conduct of electoral processes.
  - 15.5.3 Appeals of CRO decisions shall be filed with the Judicial Board, in accordance with Bylaw 14.4.
  - 15.5.4 In a written contract approved by the Board, the CRO shall agree to abide by the Bylaws and administer the General Election and any Referenda according to the Election Policy.
- 15.6 Should an issue arise in relation to the GRC election process, an appeal may be made within one (1) business day of the end of the GRC voting period to the Judicial Board Chair.
  - 15.6.1 The Judicial Board Chair will convene the Judicial Board within two (2) business days of receiving the appeal.
    - 15.6.1.1 The Judicial Board may uphold the decision of the CRO or overturn it. They may provide recommended course(s) of action, however the CRO is not required to carry out the recommended course of action.
    - 15.6.1.2 The Judicial Board will release their findings and recommended course(s) of action within one (1) business day after convening. The Judicial Board's ruling shall be final.

- 15.6.2 The Judicial Board Chair may, in consultation with the EO, request the Judicial Board uphold or overturn appealed decisions by email if deemed to be frivolous or straight-forward, not requiring further discussion.
- 15.6.2.1 Included in their email to the Judicial Board, the Chair must include an unbiased summary of the issue, the CRO's decision, the appeal notice, and any other related documentation.
  - 15.6.2.2 Judicial Board decision may only be finalized in this manner if 2/3 of Judicial Board Members respond in agreement within the time frame communicated by the Chair.
  - 15.6.2.3 Any single member of the Judicial Board may refuse the Chair's request to resolve by email if done so within the time frame communicated by the Chair. This will result in the Judicial Board convening.

### *Judicial Board*

- 15.7 The Judicial Board shall consist of seven (7) GRC Representatives and three (3) alternates, selected by ballot box containing the names of eligible GRC members by the Speaker at the October GRC Meeting each year.

## **16 Referendums**

### *Referendum Initiation*

- 16.1 A Referendum must be initiated by the CRO upon:
- 16.1.1 resolution by the GRC, a SGM or an AGM.
  - 16.1.2 submission by an Active Member to the Speaker of a petition bearing the signatures of at least ten (10) percent of all Active Members.
- 16.2 The CRO shall have all privileges, responsibilities and liabilities in the Referendum as described in the Election Policy and under the Bylaws for the General Election.

### *Referendum Announcement*

- 16.3 After the Referendum is initiated, the CRO shall announce the Referendum Date and finalize the Referendum Questions at the next GRC Meeting.
- 16.3.1 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.

- 16.3.1.1 If the Referendum falls in the summer, then it shall be deferred until the Fall Semester.
- 16.3.2 Within the academic year, the Referendum Date must be within the start and end dates of either the Fall Semester or the Winter Semester, as specified by the UCalgary Calendar.
- 16.4 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.
- 16.5 The CRO shall announce the holding of a Referendum at least twenty-one (21) days prior to the Referendum Date.

### *Referendum Campaigning*

- 16.6 Only Active Members may campaign in or participate in activities related to a Referendum.
- 16.7 Individuals representing each side of each Referendum Question (“Yes” and “No”) shall be encouraged to organize a supporting committee. The functioning of these committees shall follow the Association’s Referendum Policy.
- 16.8 The CRO shall allow for a minimum of five (5) and a maximum of fifteen (15) full Business Days of campaigning, immediately preceding the first day of voting.
- 16.9 Following the campaign period, the CRO shall allow at least two (2) uninterrupted Business Days for voting.
- 16.10 Voting by Active Members shall take place via secure electronic process or by use of a physical ballot system as outlined in the Referendum Policy.

### *Referendum Results*

- 16.11 After the end of the voting period, the votes shall be counted or electronically verified by the CRO.
  - 16.11.1 The counting of votes shall be witnessed by a neutral third party appointed by the CRO.
  - 16.11.2 Each supporting committee may appoint a scrutineer to witness the counting.
- 16.12 At least ten (10) percent of all Active Members must have voted for the Referendum to be considered valid.
- 16.13 A Majority Vote of “Yes” votes is required for a change in the status quo.
- 16.14 The CRO shall make public the results of the Referendum within twenty-four (24) hours of the end of the voting period and shall submit a written report within ten

(10) Business Days, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the Speaker for disclosure at the next GRC Meeting.

16.15 The results of a valid Referendum must be enacted as follows:

16.15.1 any actions required by the result of a valid Referendum shall be initiated by the Board or the GRC, as required, within thirty (30) days or as reasonably possible after the submission of the CRO's report to the Speaker.

16.15.2 should disputes arise over the enactment of a Referendum result, the matter shall be referred to the Judicial Board.

16.16 Should an issue arise in relation to the Referendum, an appeal may be made within two (2) Business Days of the end of the Referendum voting period to the Board. Once received, the Board will convene the Judicial Board within two (2) Business Days. The Judicial Board will release their findings and recommended course(s) of action within two (2) Business Days after convening. The Judicial Board's ruling shall be final.

## 17 Judicial Board

### *Authority*

17.1 The Judicial Board is granted authority by the GRC.

17.2 The rulings and recommendations of the Judicial Board are final.

### *Obligations*

17.3 The Judicial Board shall arbitrate all disputes regarding adherence to the Objects and Bylaws and Association policies and/or procedures, including any disputes arising from an election, and as recommended by the Board.

### *Composition*

17.4 The Judicial Board shall consist of:

17.4.1 seven (7) voting and three (3) alternate GRC Representatives,

17.4.1.1 These representatives are selected from self-nominated eligible GRC Members as outlined in Bylaws 9.3 and 9.10 by the Speaker at the October GRC Meeting each year.

17.4.2 the Speaker as a non-voting chair;

17.4.2.1 If the Speaker is unavailable or subject to a Conflict of

Interest, then the chair shall be the FSC Chair; if the Speaker and the FSC Chair are unavailable, then the chair shall be the chair of the GSC.

- 17.5 GRC Representatives have the right to refuse a position on the Judicial Board.
- 17.6 If a member of the Judicial Board ceases to be a GRC Representative, or is unable to execute the duties of a Judicial Board member, their position on the Judicial Board shall be deemed vacant.
- 17.7 The Speaker shall fill any Judicial Board vacancies selected from self-nominated eligible GRC Members at the next GRC Meeting.
  - 17.7.1 If a vacancy arises during a month without a GRC Meeting, then the Speaker shall fill any Judicial Board vacancies by ballot box containing the names of eligible GRC Members and notify them via electronic communication. The selected GRC Representative shall become a member of the Judicial Board upon acknowledgement of appointment.
- 17.8 Upon election, members of the Judicial Board shall sign all such volunteer, conflict of interest and confidentiality agreements upon election as may be deemed necessary or advisable by the GRC.

### *Initiating a Dispute Resolution Process*

- 17.9 Any Active Member may raise a dispute regarding the failure to adhere to the Objects or Bylaws or to Association policies and procedures by communicating to the Board, in writing, the nature of the dispute, clearly stating which provision(s) of the Objects, Bylaws, or Association policy or procedure(s) that are under dispute. Where applicable, the Board shall forward a copy of this communication to all individuals and bodies within the Association that are involved in the dispute, and shall request written responses to the communication.
  - 17.9.1 Should the dispute involve the Board, or a member of the Board, the person raising the dispute may submit their dispute to the Speaker.
  - 17.9.2 When a dispute resolution process relates to the appeal of a CRO decision during the Association general election or a by-election, the dispute may be raised directly to the Judicial Board Chair and resolved in accordance with the Election Policy.
  - 17.9.3 Any decision regarding the granting of any award or bursary or the award of any grant shall be final. No Active Member shall raise a dispute arising from or in connection with any such decision.

### *Initial Dispute Mediation*

- 17.10 The Board shall attempt to mediate and resolve any dispute raised under Bylaw

17.9, except for disputes governed by the Election Policy

17.10.1 The Board may seek the assistance of the UCalgary's Ombuds or their equivalent, within fourteen (14) days of the initial dispute, to act as a neutral mediator.

17.10.2 Between fourteen (14) days and six (6) weeks after a dispute has been raised, any party involved in the dispute may request that the Board refer any unresolved matters to the Judicial Board. Such requests must be made in writing.

17.10.3 The Board shall act on any valid requests received under Bylaw 17.10.2 by forwarding all written communications sent or received regarding the dispute, and any other relevant documentation and records, to the Judicial Board for review.

17.10.4 The Board may refer a dispute to the Judicial Board before the fourteen (14) day limit specified in Bylaw 17.10.1 if they deem such an action to be in the best interests of the Association.

17.11 *Roles of the Judicial Board*

17.12 The Judicial Board shall consider all submissions that it receives regarding a dispute. The Judicial Board may solicit additional information where appropriate.

17.13 Quorum for a meeting of the Judicial Board shall be five (5) GRC Representative members, and the Judicial Board Chair.

17.14 The Judicial Board may meet more than once to consider a case before making its ruling and recommendation(s).

17.14.1 All Judicial Board members present at any meeting must have been present at all previous meetings of the case under consideration.

17.15 The Judicial Board shall make a ruling on each element of the dispute by Two-Thirds Majority Vote only as to whether the direct interpretation or spirit of the Objects, Bylaws, or Association policies or procedures has been violated.

17.15.1 All voting members of the Judicial Board in attendance must vote on each ruling.

17.15.2 The Judicial Board may also make recommendations on potential consequences, up to and including impeachment, if a violation is determined to have occurred.

17.16 All meetings of the Judicial Board shall be held *in camera*.

### *Judicial Board Rulings and Recommendations*

17.17 Rulings and recommendations of the Judicial Board shall be communicated to the

Board and the GRC within five (5) days of being made unless otherwise stated herein. All Judicial Board rulings will be final.

17.18 The GRC has the authority to act on such ruling and recommendations in accordance with the Objects, Bylaws, and Association policies and procedures.

17.19 The GRC has the authority and responsibility to enforce the rulings of the Judicial Board and act upon their recommendations.

## 18 Labour Relations Committee

18.1 Only AEGSs may vote in any referenda on matters pertaining to labour relations or to the terms and conditions of employment for AEGSs.

18.2 A majority vote of the AEGSs of UCalgary is required to determine whether the AEGSs of UCalgary wish to strike.

18.2.1 Only currently employed AEGSs may vote to strike as outlined in section 76(5)(a) of the Labour Relations Code.

### *Labour Relations Committee*

18.3 There shall be a Labour Relations Committee, the authority of which is derived from these Bylaws, the Post-Secondary Learning Act, and the Labour Relations Code.

18.4 Membership of the LRC shall consist of:

18.4.1 the LRC Chair (non-voting), elected during the Association general election in accordance with Bylaws 18.16 through 18.26.

18.4.2 two (2) faculty representative members from each of the Faculty of Science, the Faculty of Arts, and Schulich School of Engineering.

18.4.3 four (4) representative members from any faculties not listed in Bylaw 18.4.2, provided that no two (2) such members shall be from the same faculty.

18.4.4 *The VP Finance and Services as ex-officio*

18.4.5 and such other members as are appointed by the LRC Chair and approved by the Board.

18.5 Voting Members of the LRC must be AEGSs.

18.6 Voting Members of the LRC cannot hold any Directorship on the Board.

18.7 Quorum of the LRC shall consist of a majority of the voting members of the LRC.

18.8 Other than as set out in these Bylaws, the LRC shall establish its own Terms of

Reference and operating procedures.

18.9 The LRC shall:

18.9.1 be responsible for the administration of labour relations of the Association.

18.9.2 administer dues collected under Section 27 of the Labour Relations Code for the benefit of the AEGSs of UCalgary.

18.9.3 Prepare the annual LRC Budget.

18.9.4 Appoint, through majority vote, any person whom LRC determines has the ability to act in the best interest of AEGS, as the lead negotiator.

18.9.4.1 The Board must review the appointment and be given the opportunity to appeal to LRC through a meeting called by the VP Finance and Services, to change the appointment if the Board determines the Active Member unfit to act in the best interest of AEGS.

18.9.4.1.1 Intention to appeal must be communicated by the board to the LRC Chair within 5 (five) business days. The meeting must be held within 21 days.

18.10 The LRC Chair shall:

18.10.1 maintain a record of current LRC membership.

18.10.2 maintain a record of current AEGS.

18.10.3 schedule LRC meetings.

18.10.4 act as the spokesperson for the Association on all matters pertaining to labour relations.

18.11 The LRC Chair may resign at any time by submitting a letter of resignation, either in-person or by electronic means, to the President, the Speaker, or the EO, said resignation being effective on the date specified therein.

18.12 The LRC Chair may be removed from his/her position by a Two-Thirds Majority Vote of the members of the LRC.

18.12.1 The removed LRC Chair may appeal this decision to the Judicial Board within five (5) Business Days of the LRC ratification or vote.

18.13 Any LRC Member may be removed by a two-thirds majority vote of the members of the LRC and approval by the LRC Chair and Board.

18.14 The LRC Chair and each member of the LRC will receive a monthly honorarium for their service to the Association.



- 18.14.1 The FSC will determine, from time to time, the appropriate amount of the honorarium to be given to each member of the LRC based on the recommendation of the LRC and taking into account the number of hours each month that each LRC member spent on Association matters, comparable honoraria being paid to other Canadian graduate student organization board members with similar levels of accountability and responsibility, and any other factors deemed pertinent by the FSC.
- 18.15 If at any time the LRC Chair position becomes vacant, the associated responsibilities will be undertaken by the VP Finance and Services until the vacancy is filled. The VP Finance and Services will remain ex-officio on the LRC Committee. If extra hours are required to fulfill the responsibilities of the LRC Chair, the VP Finance and Services may be entitled to additional remuneration as outlined in the Governance Policy.

### *Labour Relations Committee's Chair Election*

- 18.16 The LRC Chair shall be elected by, and from among, the AEGSs of UCalgary.
- 18.17 Nominations for the LRC Chair shall be made in writing and shall be signed by the nominator, who must be an AEGS, and shall bear the signature of the nominee to signify acceptance of the nomination.
- 18.17.1 Nominations shall remain open until 4:30 PM on the ninth (9<sup>th</sup>) Business Day following the initial election announcement, at which time a campaign period lasting a minimum of five (5) Business Days shall commence.
- 18.18 An AEGS shall be ineligible as a candidate if they have served two (2) terms as LRC Chair.
- 18.19 The election of the LRC Chair shall take place on the same day as the General Election.
- 18.20 Only Active Members who are AEGSs are allowed to vote in the election or by-election of the LRC Chair.
- 18.21 The CRO shall announce the holding of a general election at least twenty-one (21) days and at most forty (40) days prior to the second Monday in March.
- 18.22 The announcement shall include the procedures as outlined in the LRC Chair's election policy for nomination.
- 18.23 In the event that there is only one nominee for LRC Chair, the AEGS will be presented with the option to vote for such nominee or choose not to vote for them. Such single nominee must receive greater than 50% of the votes cast for the

position they are nominated for, or the decision will be decided through a by-election.

- 18.24 Should an issue arise in relation to the election of the LRC Chair, an appeal may be made within one (1) business day of the end of the voting period to the Board. Once received, the Board will convene the Judicial Board within two (2) business days. The Judicial Board will release their findings and recommended course(s) of action within one (1) business day after convening. The Judicial Board's ruling shall be final.
- 18.25 After the end of the voting period, the votes shall be counted by the CRO.
- 18.25.1 The counting of votes shall be witnessed by a neutral third party appointed by the CRO.
- 18.25.2 Each candidate may appoint a scrutineer to witness the counting.
- 18.26 The CRO shall make public the results of the election of the LRC Chair within twenty-four (24) hours of the end of the voting period and shall submit a written report within ten (10) business days, including the vote tallies, the number of spoiled ballots, and any irregularities that may have taken place, to the Speaker for disclosure at the next Annual General Meeting of AEGS.

### *Collective Agreement*

- 18.27 The VP Finance and Services and the LRC Chair are the officers who are authorized to sign collective agreements as per Section 24(1)(b) of the Labour Relations Code.
- 18.28 The VP Finance and Services and the LRC Chair shall report the status of the collective bargaining process to the LRC and provide context to any recommendations or offers.
- 18.29 A majority vote of the AEGSs of UCalgary is required to ratify a collective agreement or accept the recommendations of a mediator.
- 18.29.1 Only currently employed AEGSs may vote to ratify a collective agreement or accept the recommendations of a mediator, subject to the voting rules of the Labour Relations Board concerning Board conducted votes.

## **19 Liabilities**

### 19.1 *Protection of Directors and officers*

No Director, EO, Commissioner, or a person of similar capacity or former Director, EO, Commissioner, or a person of similar capacity shall be liable for:

19.1.1 the acts, receipts, neglects or defaults of any other Director, EO,

- Commissioner, or a person of similar capacity or employee or Director, EO, Commissioner, or a person of similar capacity or employee;
- 19.1.2 joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association;
- 19.1.3 the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Association is placed out or invested;
- 19.1.4 any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or corporation including any person, firm or corporation with whom or which any monies, securities or effects is lodged or deposited;
- 19.1.5 any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Association; or
- 19.1.6 any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office of trust or in relation thereto.
- 19.1.7 provided that the foregoing Bylaws 19.1.1 through 19.1.6 shall not be applicable as a result of the Director's, EO's, Commissioner's, or a person of similar capacity or former Director's, EO's, Commissioner's, or a person of similar capacity's failure to exercise the powers and to discharge the duties of their office honestly and in good faith with a view to the best interests of the Association, and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, provided that nothing contained herein shall relieve a Director, EO, Commissioner, or a person of similar capacity from the duty to act in accordance with or relieve such Director, EO, Commissioner, or a person of similar capacity from liability under the Post-Secondary Learning Act. If any Director, EO, Commissioner, or a person of similar capacity shall be employed by or shall perform services for the Association otherwise than as a Director, EO, Commissioner, or a person of similar capacity or shall be a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Association, the fact that the Director, EO, Commissioner, or a person of similar capacity is a Director, EO, Commissioner, or a person of similar capacity or also a member of the firm or a shareholder, director or officer of the body corporate does not disentitle such Director, EO, Commissioner, or a person of similar

capacity or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

## 19.2 *General*

19.2.1 The Association shall indemnify and hold harmless a Director, EO, Commissioner, or a person of similar capacity, a former Director, EO, Commissioner, or a person of similar capacity who acts or acted at the Association's request as a Director, EO, Commissioner, or a person of similar capacity of an entity, and the Director's, EO's, Commissioner's, or a person of similar capacity's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such Director, EO, Commissioner, or a person of similar capacity in respect of any civil, criminal or administrative action or proceeding to which the Director, EO, Commissioner, or a person of similar capacity is made a party by reason of being or having been a Director, EO, Commissioner, or a person of similar capacity, or a Director, EO, Commissioner or a person of similar capacity of the entity if:

19.2.1.1 the Director, EO, Commissioner, or a person of similar capacity acted honestly and in good faith with a view to the best interests of the Association or, as the case may be, the person acted honestly and in good faith with a view to the best interests of the other entity for which the person acted as a director or officer or in a similar capacity at the Association's request; and

19.2.1.2 in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director, EO, Commissioner, or a person of similar capacity had reasonable grounds for believing that their conduct was lawful.

## 19.3 *Entitlement to Indemnity*

19.3.1 Notwithstanding anything in this part, a person referred to in Bylaw 19.2 is entitled to indemnity from the Association in respect of all costs, charges and expenses reasonably incurred by the person in connection with the defence of any civil, criminal or administrative action or proceeding to which the person is made a party by reason of being or having been a Director, EO, Commissioner, or a person of similar capacity, or a Director, EO, Commissioner, or a person of similar capacity of an entity, if the person seeking indemnity:

19.3.1.1 was substantially successful on the merits in the person's defence of the action or proceedings;

19.3.1.2 fulfills the condition set out in Bylaws 19.2.1.1 and 19.2.1.2; and

19.3.1.3 is fairly and reasonably entitled to indemnity.

## 19.4 *Advancement of Funds*

19.4.1 The Association shall advance funds to a person in order to defray the costs, charges and expenses of a proceeding referred to in Bylaw 19.2, but, if the person does not meet the conditions set out in Bylaw 19.3, they shall repay the funds advanced.

## 19.5 Insurance

19.5.1 The Association may purchase and maintain insurance for the benefit of any person referred to in Bylaw 19.2 against any liability incurred by the person:

19.5.1.1 in the person's capacity as a Director, EO, Commissioner, or a person of similar capacity, except where the liability relates the person's failure to act honestly and in good faith with a view to the best interests of the Association; or

19.5.1.2 in the person's capacity as a Director, EO, Commissioner, or a person of similar capacity of another entity where the person acts or acted in that capacity at the Association's request, except where the liability relates to the person's failure to act honestly and in good faith with a view to the best interests of the entity.

## 19.6 Indemnity Agreements

19.6.1 The Association is hereby authorized to execute agreements evidencing its indemnity in favour of the persons referred to in Bylaw 19.2 to the full extent permitted by these Bylaws and the law.

## 20 Dissolution of the Association

- 20.1 Dissolution of the Association shall be proposed by the Board to the GRC and only under two conditions:
- 20.1.1 where the Association is no longer financially viable and it has been determined by the Board that financial viability will not be restored by ordinary means within a reasonable length of time; or
  - 20.1.2 where the Objects of the Association are deemed no longer viable and it has been determined by the Board that there are no alternative Objects that are appropriate.
- 20.2 At such time as the GRC has deemed continuance impossible by seventy-five (75%) percent majority vote under the conditions stated in Bylaw 20.1.1 or 20.1.2, the GRC shall call a SGM to consider a resolution to dissolve. The resolution to dissolve shall state:
- 20.2.1 the reason for dissolution.
  - 20.2.2 the plan for the distribution of remaining assets, if any.
- 20.3 A Special Resolution at a SGM shall be required to decide the question.
- 20.4 All funds held by the Association on dissolution shall be transferred to another not-for-profit organization with like-minded objects, goals and ideals to the Association, as decided by Special Resolution at the SGM at which the dissolution of the Association is approved.
- 20.5 The dissolution of the Association must meet any and all stipulations of the Post-Secondary Learning Act.